



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

### Regular Meeting July 9, 2019

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#### TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

***UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.***

9:00 AM Call meeting to Order

Pledge of Allegiance

#### 1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

**5. CONSENT AGENDA**

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

**A. Board Minutes**

Departments: Clerk of the Board

Approval of minutes of the Regular Meeting held on June 4, 2019.

**Recommended Action:** Approve minutes of the Regular Meeting held on June 4, 2019.

**Fiscal Impact:** None.

**B. Board Minutes**

Departments: Clerk of the Board

Approval of minutes of the Regular Meeting held on June 11, 2019.

**Recommended Action:** Approve minutes of the Regular Meeting held on June 11, 2019.

**Fiscal Impact:** None.

**C. Board Minutes**

Departments: Clerk of the Board

Approval of minutes of the Special Meeting held on June 12, 2019.

**Recommended Action:** Approve minutes of the Special Meeting held on June 12, 2019.

**Fiscal Impact:** None.

**D. Board Minutes**

Departments: Clerk of the Board

Approval of minutes of the Regular Meeting held on June 18, 2019.

**Recommended Action:** Approve minutes of the Regular Meeting held on June 18, 2019.

**Fiscal Impact:** None.

**E. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 5/31/2019.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 5/31/2019.

**Fiscal Impact:** None

**F. Authority to Hire at Step E - Social Services**

Departments: Social Services

The Social Services Department is seeking to fill a vacant Eligibility Specialist II position in the Eligibility Division. The department is requesting authorization to offer Alex Amador employment at Step E of the salary range (Range 59) for this position, based on his extensive experience in the field of public assistance eligibility.

**Recommended Action:** Grant the Director of Social Services the authority to fill an Eligibility Specialist II (Range 59) at Step E.

**Fiscal Impact:** The cost for this position is primarily paid for with state and federal Social Services funds. The fiscal year 2019-20 fiscal impact will be approximately \$92,022, consisting of \$53,751 in salary and up to \$38,271 in benefits, which amounts are included in the Recommended Budget.

**G. Eastside Lane Rehabilitation Project (Phase 1) - Authorization to Bid**

Departments: Public Works

This project will rehabilitate failing asphalt pavement on a portion of Eastside Lane in Walker, CA between the intersections of Offal Road and Cunningham Lane.

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

**Fiscal Impact:** \$1,649,830 is programmed for this project in the State Transportation Improvement Program (STIP). 88.53 percent is funded with STIP federal funds and 11.47 percent is a local match funded with Caltrans Toll Credits.

H. ~~Exact costs will be based on actual bids.~~  
**Adoption of Resolution for Approval of Program Supplement Agreement for the Eastside Lane Rehabilitation Project - Phase 1**

Departments: Public Works

Adoption of resolution approving Program Supplement Agreement for Eastside Lane Road Rehabilitation Project, which will authorize the State to reimburse County for construction costs related to the Project.

**Recommended Action:** Adopt proposed resolution R19-\_\_\_\_, Approving Program Supplement Agreement No. F019 for the Eastside Lane Rehabilitation Project – Phase 1.

**Fiscal Impact:** None. For further discussion of the Project's fiscal impact, see previous agenda item on Eastside Lane Road Rehabilitation Project.

I. **Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project**

Departments: Public Works

Rehabilitation, striping, and signing of Mono City roads and parts of Benton Crossing Road. The plan set for this project can be found at <https://monocounty.ca.gov/bos/page/board-supervisors-59>.

**Recommended Action:** Approve bid package, including the project manual and project plans (see link), for the Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid.

**Fiscal Impact:** Total project budget is approximately \$858,000; approximately \$81,000 in Regional Surface Transportation Program (RSTP) funds and approximately \$777,000 in SB1 Road Maintenance and Rehabilitation Account (RMRA) funds. Exact amounts will be based on actual bids received. Contract payments are not expected to directly impact the General Fund; however, the County is obligated to pay an annual maintenance of effort of \$522,033 from the General Fund to the County Road Fund as a condition of retaining its proportionate share of the annual apportionment of SB1 funding, which includes funds earmarked for this project.

J. **Ordinance Amending Mono County Code Chapter 3.30, Cannabis Business Tax**

Departments: Finance; County Counsel

Ordinance amending Mono County Code Chapter 3.30, Cannabis Business Tax, to provide for a once-annual payment (4th quarter – due January 31st each year) for cultivators. There is no change to the amount of the tax, which was approved by the Voters.



**Recommended Action:** Adopt proposed ordinance ORD 19-05, Amending Mono County Code Chapter 3.30, Cannabis Business Tax, to provide for a once-annual payment (4th quarter – due January 31st each year) for cultivators.

**Fiscal Impact:** Switching from quarterly tax filings to annually likely complicates the square footage calculation, risks miscalculations in the amount of tax, and increases the cost of tax administration. Deferring payment may increase collectability offset by an increase in the cost of tax administration by adding an additional tax collection process.

**6. CORRESPONDENCE RECEIVED**

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

**A. Inyo County Board of Supervisors Letter to WCB in Support of Mono County Wildlife Collision Improvements**

A letter from the Inyo County Board of Supervisors to the Wildlife Conservation Board (WCB) in support of the Caltrans District 9 application for project funding to develop a wildlife crossing corridor in Mono County.

**B. SCE Wildfire Mitigation / PSPS Town Hall Meeting Mammoth Lakes and Reliability Reports**

Southern California Edison (SCE) is holding a community meeting on wildlife safety at Mammoth High School, Multipurpose Room at 365 Sierra Park Rd, Mammoth Lakes, CA. 93546 on July 17, 2019 from 6:30 p.m. to 8:30 p.m. to provide information on their Wildfire Safety Program, including the Public Safety Power Shutoff (PSPS) Protocol. Also attached are the SCE 2019 Circuit Reliability Reports for Mono County Districts 2, 3, and 4.

**C. Agricultural Commissioner's Office Department Update July 2019**

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

**7. REGULAR AGENDA - MORNING**

**A. Cannabis Operation Permit 19-003 - Tioga Green**

Departments: Community Development - Planning  
45 minutes

(Bentley Regehr) - Consider and potentially approve Cannabis Operation Permit 19-003 (Tioga Green), an adult-use commercial cannabis microbusiness operation located at 51005 Highway 395, Lee Vining, APN #021-080-022.

**Recommended Action:** 1. Find that the project qualifies as a Categorical

Exemption under CEQA guidelines section 15303 and direct staff to file a Notice of Exemption. 2. Make the findings contained in the staff report and approve Cannabis Operation Permit 19-003 (subject to conditions) as recommended, or with desired modifications.

**Fiscal Impact:** The proposed project will generate an incremental increase in cannabis taxes.

**B. Letter to FERC re: Mill Creek Settlement Parties**

Departments: County Counsel

30 minutes (5 minute presentation, 25 minute discussion)

(Jason Canger) - Discussion and possible approval of letter to Federal Energy Regulatory Commission (FERC) settlement parties regarding implementation of Mill Creek Water Management Plan.

**Recommended Action:** Discuss and possibly approve draft letter to FERC settlement parties requesting County and other stakeholder participation in discussions regarding the implementation of Mill Creek Water Management Plan; provide any desired direction to staff.

**Fiscal Impact:** None.

**C. Premium Energy, LLC Application P-14996**

Departments: Community Development - Planning

20 minutes

(Michael Draper) - Description of Premium Energy, LLC application P-14996 to the Federal Energy Regulatory Commission (FERC) for a Preliminary Permit and proposed letter from the Board to FERC identifying Mono County issues of concern.

**Recommended Action:** Modify proposed letter as desired and approve and authorize Board chair to sign letter to FERC and Premium Energy, LLC.

**Fiscal Impact:** None.

**D. Review Community Corrections Partnership Executive Committee Recommended FY 2019/2020 Budget**

Departments: Probation

30 minutes

(Chief Probation Officer Karin Humiston) - Presentation by Chief Probation Officer Karin Humiston of the Community Corrections Partnership Executive Committee's Recommended FY 2019/2020 Budget and the CCP report. Meeting held June 26, 2019.

**Recommended Action:** Review, comment and provide direction to staff.

**Fiscal Impact:** The FY 2019-20 Recommendation includes spending \$912,920, which includes \$700,409 of anticipated revenues and \$212,511 of carryover balance. The budget pays for positions in Probation and the Jail (\$444,720), program costs (\$168,200) and a contribution towards the County's match requirement for SB 844 Jail Construction project (\$300,000).

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

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

**9. CLOSED SESSION**

**A. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**B. Closed Session - Public Employment**

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

**10. 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** July 9, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Approval of minutes of the Regular Meeting held on June 4, 2019.

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### RECOMMENDED ACTION:

Approve minutes of the Regular Meeting held on June 4, 2019.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / reenybug@yahoo.com

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[6-4-19 Draft Minutes](#)

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### History

Time	Who	Approval
7/5/2019 12:22 PM	County Administrative Office	Yes
7/1/2019 11:10 AM	County Counsel	Yes
7/3/2019 9:04 AM	Finance	Yes



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

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

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

**Regular Meeting  
June 4, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-111 – M19-116</b>
<b>Resolutions</b>	<b>R19-35</b>
<b>Ordinance</b>	<b>ORD19-02 Not Used</b>

9:03 AM Meeting Called to Order by Chair Peters.  
*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.*  
*Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Gardner.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

**Katie Maloney Bellomo, People from Mono Basin Conservation:**

- Discussed Wilson Creek, and how SCE let it dry up for a time.

**Supervisor Halferty:**

- Requests that a letter be sent, and does not have faith that water will continue to flow for another week.
- Motioned to add “urgent” agenda item: “I move that the Board determine that there is a need to take immediate action with respect to the proposed agenda item, that the need for action came to the County’s attention subsequent to the agenda being posted and therefore, that the Board add the item to the agenda.” No second; motion did not carry.
- Advised Board to look into California Water Boards State Water Resources Control Board Order 98-05, which ordered the reallocation of water from Mill to Wilson Creek (available in additional documents).

**Supervisor Gardner:**

**Note:**

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

- Thinks it is very important, but does not want to be too hasty in responding.

Board consensus for an item to be added to the June 18, 2019 agenda.

## 2. RECOGNITIONS – NONE

## 3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

**Dave Wilbrecht, Interim CAO:**

- He will be out of the office June 6 – June 19. Dave Butters will be acting CAO.
- Meeting with department directors: question about how to work towards improvements in Animal Control, had a discussion about moving the department into the Sheriff's department; budget discussions - Needs some regular reporting about what is actually happening in the field.
- CCP follow-up. Expecting a workshop to come to the Board.
- Met with Kevin Carunchio. Coming to Board to discuss land-inventory work prior to the budget. Working with County Counsel to finalize the MOU with Madera County; Possibility of having larger regional discussions with dispatch; housing.

*Moved to Board Reports.*

## 4. DEPARTMENT/COMMISSION REPORTS

**Michelle Raust, Social Services:**

- Elder Abuse Awareness Month.
- June 11 proclamation.
- Calendar of events provided (available in additional documents).

## 5. CONSENT AGENDA

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

### A. Board Minutes

Departments: Clerk of the Board

Approval of minutes of the Regular Meeting held on May 14, 2019.

**Action:** Approve minutes of the Regular Meeting held on May 14, 2019.

**Gardner moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M19-111**

### B. Allocation List Amendments - Department of Social Services

**Note:**

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

Departments: Social Services

Consider two staffing structure changes within the Department of Social Services that will result in a Social Worker Supervisor and a Social Service Aide positions.

**Action:** Adopt Resolution R19-35, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one (1) full-time permanent Social Worker Supervisor I-II and delete one (1) Social Worker I/II, III, IV position; and, add one (1) Social Service Aide position and delete one (1) Vocational Trainee/Assistant position.

**Gardner moved; Corless seconded**

**Vote: 5 yes; 0 no**

**R19-35**

### **C. Appointments to the Construction Board of Appeals**

Departments: Community Development – Building

Request to fill vacant seats on the Construction Board of Appeals which hears appeals of orders, decisions and determinations of the Building Official related to Mono County Title 15 and building codes.

**Action:** Appoint the following new members to the Construction Board of Appeals: Harry Petersen, CA General Contractor, and Melissa Swan, CA General Contractor.

**Gardner moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M19-112**

### **D. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 4/30/2019.

**Action:** Approve the Treasury Transaction Report for the month ending 4/30/2019.

**Stump moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-113**

**Supervisor Stump:**

- Pulled item. Discussed Deutsche Bank. Do any of these investments have any substantial holdings in them?

**Janet Dutcher, Finance Director:**

- We have no investments with Deutsche Bank currently.

**Note:**

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## **6. CORRESPONDENCE RECEIVED**

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

*The Board acknowledged receipt of the correspondence.*

### **A. Bodie Hills Letter**

A letter from Marcia Escobosa to the Board of Supervisors opposing mining in the Bodie Hills area.

#### **Supervisor Corless:**

- Pulled item.
- No contact information for author of letter, or she would have contacted her directly.
- There hasn't been any new Board action on mining or industrial activity in the Bodie Hills.
- Support for protection of the Bodie Hills is included in the Legislative Platform.

### **B. Application for Alcoholic Beverage License - Meadowcliff Lodge**

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by We are Everywhere RV Park, doing business as Meadowcliff Lodge and Coleville / Walker KOA in Coleville, CA.

### **C. LADWP Compliance with State Water Resources Control Board Order Numbers 98-05 and 98-07**

A submission from Los Angeles Department of Water and Power (LADWP) to California State Water Resources Control Board, Division of Water Rights Deputy Director Erik Ekdahl of the Mono Basin Compliance Reporting May 2019. Due to its size, the full report can be found on the Mono County Board of Supervisors web page for the June 4, 2019 meeting.

### **D. Citizen Letter to FERC Director McClelland**

A letter from Liz and Mike O'Sullivan to Joseph McClelland, Director of the Federal Energy Regulatory Commission (FERC) expressing concerns over Premium Energy LLC's application for a project permit for the Owens Valley Pumped Storage Program.

### **E. USFS Region 5 Adjustment to Reimbursement to Local Government First Responder Agencies**

#### **Note:**

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



A letter from the California Fire Chiefs Association, California Metropolitan Fire Chiefs Association, Fire Districts Association of California, and League of California Cities Fire Chiefs Department to Local Government First Responders regarding a change by the United State Forest Service (USFS) in how invoices are paid according to the California Fire Assistance Agreement (CFAA). Also included are letters to Supervisor Stump from Chief Dale Schmidt, President of the Mono County Fire Chiefs Association, and Chief Frank Frievalt of Mammoth Lakes Fire.

**Supervisor Stump:**

- Would like a future agenda item to invite the chiefs and OES to discuss further.

**Supervisor Corless:**

- Will send the letter to RCRC.

**Supervisor Peters:**

- Will send to CSAC and OES.

## **7. REGULAR AGENDA – MORNING**

### **A. Use of CSA 5 Funds For Roadway Signage**

Departments: County Counsel and Public Works

(Stacey Simon and Tony Dublino) - Discussion regarding the expenditure of funds from the County Service Area Number 5 (CSA 5) fund to purchase, install and maintain street identification signs on unsigned private roads for the purpose of enhancing emergency response, provided that adequate easements are given by the property owner(s). This item was requested by the CSA5 Advisory Board.

**Action:** None.

**Stacey Simon, County Counsel:**

- Introduced item.
- Not spending public dollars on private roads has an exception, if the government has a need for the roads. If the Board makes that finding by resolution, then public monies can be spent on private roads.
- CSA5 came to the County asking about using County funds to purchase street signs for some unsigned roads in Bridgeport, to aiding in County law enforcement and emergency response services.
- Chief Mokracek and Sheriff Braun agreed that having signage on these roads would aid them in their response capacities.
- There is a process through Public Works to move forward on projects that involve public roads, but require Board input for the private roads.
- There is no resolution today, one can be created if the Board directs it.

**Supervisor Peters:**

- This has been a multi-year request. Came through EMS personnel having challenges finding their way.

**Steve Noble, CSA5 Chair:**

**Note:**

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

- CSA5 area is the Bridgeport Valley.
- This was brought to the CSA5 Board's attention a couple of years ago.
- At this time, they didn't realize the roads were not within the County Road systems.
- They did a lot of research determining cost.
- Their current budget has \$10,000 set aside for this.

**Tony Dublino, Public Works Director:**

- Cost shows just for installation.
- The cost associated will be determined later and brought back to the Board.

Board direction to bring a resolution back.

## **B. Use of CSA 5 Funds for Radar Speed Sign on Emigrant Street**

Departments: Public Works

(Tony Dublino, Director of Public Works) - The Community Service Area #5 (CSA 5) Advisory Board recommends that the Board approve the purchase and installation of one radar speed sign on Emigrant Street, in Bridgeport, to be paid for with CSA 5 funds.

**Action:** Approve the purchase and installation of one radar speed sign on Emigrant Street in Bridgeport.

**Stump moved; Halferty seconded**

**Vote: 5 yes; 0 no**

### **M19-114**

**Tony Dublino:**

- Introduced item.
- Explained where the sign would be – Emigrant Road entering into Bridgeport.
- If the Board agrees to the appropriation of the funds, the Public Works roads division will install the sign.

**Supervisor Gardner:**

- Would like a sign that works. Caltrans might have information about which signs work better than the others.

## **C. Motor Pool Appropriation for Vehicle Purchases**

Departments: Finance, Public Works

(Janet Dutcher, Tony Dublino) - On November 6, 2018, the Board of Supervisors approved the purchase of vehicles for the Motor Pool fund, totaling \$1,092,784 for vehicle replacements and \$500,000 for CARB replacements. Upon review of the phase II budget adjustment adopted on October 2, 2019, Finance and Public Works discovered the appropriation for these approved vehicle purchases was omitted from this agenda item. This item is to request ratification and adoption of a Motor Pool capital appropriation in the combined amount of \$1,592,784. (Requires 4/5ths voting threshold)

**Action:** Ratify and adopt an increase in appropriations for the Motor Pool in the

**Note:**

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amount of \$1,592,784, for purchasing vehicle and CARB replacements.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-115**

**Tony Dublino:**

- Forgot to get the appropriation for the Board. Nothing has changed since his previous requests.

*Break: 10:08 AM*

*Reconvene: 10:20 AM*

#### **D. FY 2019-2020 Budget Update**

Departments: CAO, Finance

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

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

**Dave Wilbrecht, Interim CAO:**

- Introduced item.
- Asking to slow things down a bit, from the previous determined schedule.

**Janet Dutcher, Finance Director:**

- Went through presentation (available in additional documents).

Consensus option #3 Recommended budget published July 5, public hearing July 16.  
Temp budget on July 11. Might go on consent.

*Break: 11:35 AM*

*Reconvene: 11:44 AM*

Janet Dutcher continued her presentation / discussion.

Liz Grans, Economic Development

Wendy Schneider, Friends of the Inyo

*Items 7E and 7F were moved to the afternoon session.*

#### **E. Extend Suspension of Housing Mitigation Ordinance**

Departments: Community Development, Finance

(Wendy Sugimura, Megan Mahaffey) - Proposed ordinance amending Chapter 15.40.170 of the Mono County Code extending the temporary suspension of all housing mitigation requirements to Dec. 31, 2019.

**Action:** Introduce, read title, and waive further reading of proposed ordinance extending the current suspension of the Mono County Housing Mitigation Ordinance to December 31, 2019.

**Gardner moved; Corless seconded**

**Vote: 5 yes; 0 no**

**Note:**

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

**M19-116**

**Wendy Sugimura:**

- Presented item.

**F. Workshop: Housing Mitigation Ordinance**

Departments: Community Development, Finance

(Wendy Sugimura, Megan Mahaffey) - Workshop on content of the Housing Mitigation Ordinance, which is currently suspended.

**Action:** 1. Direct staff to bring back a Housing Mitigation Ordinance (HMO) for adoption consideration with the supporting nexus and fee studies, and provide direction on the desired mitigation measures; or 2. Direct staff to rescind the Housing Mitigation Ordinance (HMO); or 3. Provide any other direction to staff.

**Wendy Sugimura:**

- Introduced item, went through presentation.

*Moved to CAO Report.*

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

**9. CLOSED SESSION at 12:49 PM**

**A. Closed Session - Public Employment**

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

**B. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**C. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Colleen Tabor v. Mono County Sheriff's Department* (Department of Labor

**Note:**

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

Standards Enforcement Case No. CM-257967).

**THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 PM.**

*Reconvene at 1:42 PM*

Nothing to report out of closed session.

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

*Moved to item 7E.*

**11. BOARD MEMBER REPORTS**

**Supervisor Corless:**

- 5/30 California Association for Local Economic Development Meeting
- 5/30 Meeting with Rich Harasick/LADWP: Short, informal discussion with Rich Harasick, at which he told me that DWP is planning to change the scope of the ranchland lease renewal project. He indicated that it would be closer to “status quo” or past practice with irrigation, using ranching and irrigation as a water management tool, and that DWP would be making an announcement in the coming weeks.
- 6/3 Mammoth Lakes Housing Board:
- IMACA/Continuum of Care Presentation: homelessness, 2019 PIT count results will be released soon, update on additional state funding for COCs available to lease, improve units, need to find units in Mono. Planning—creating homeless plan, will give focus to COC efforts. Since most people experiencing homelessness in this area living in vehicles, target that.
- Committees: formed, appointed board members to Governance, Diversity/Equity/Inclusion -standing committee; also two ad hoc committees—programs/housing development, marketing/communications
- Letter to HUD re: verification of eligible status—gave staff direction to draft letter w/TOML expressing concerns about policy on mixed-immigration status households. Upcoming: Sierra Nevada Conservancy, Fire Town Hall on June 12.

**Supervisor Gardner:**

- On Friday May 24 I attended with Supervisor Stump a meeting with Shelly Abajian, Senator Feinstein’s District Director, in Mammoth. It was a good opportunity to brief Shelly on issues in Mono County, and to get her perspective on Senator Feinstein’s priorities. She was very supportive of many of our County strategic priorities.
- On May 28 and May 29, I attended the Budget Workshops with our County department heads. This was an excellent chance to learn more about each of our County departments, and to ask how current resource levels are linked to providing service to our residents. I appreciate the preparation and effort put into these two days by all the department heads, and especially by Janet Dutcher, our Finance Director.
- Finally, from last Friday morning May 31 through Sunday afternoon June 2, I participated as a trainee in the Mono Lake Committee volunteer orientation program all over the Mono Basin. I graduated on Sunday and am now able to volunteer in various

**Note:**

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

roles around Mono Lake with over 80 other MLC Volunteers. This program is a model for what we should be doing all over the County and region. While we do have many volunteers that do much for our County, we could use many more to increase our impact and success in serving both our residents and our visitors.

**Supervisor Halferty:**

- On May 22 I participated in the Permanent Local Housing Allocation draft Guidelines Public Hearing webinar. This is the Permanent source for affordable housing throughout the state and these guidelines set forth how the funding will be allocated and what activities will be permissible beginning in 2020 for Mono County. The County will receive approximately \$63,000/year and the Town will received roughly \$71,000/year. The public comment period closes tomorrow and I have submitted comments to HCD on the draft guidelines.
- On May 30th, I attended a meeting with the Mono County Economic Development staff and CalED to discuss rural infrastructure financing as part of a grant was awarded. We discussed the need for the PUDs in unincorporated County communities to address the limitation of the infrastructure as that relates to the need and ability to create additional community housing options.
- Yesterday, June 3rd, I participated in the California Coalition for Rural Housing Legislative Committee call. We received an update on housing bills, the Governor's budget trailer language and the committee expressed support for CSAC recommended language for the budget trailer language relating to the Infill Infrastructure Grant program and rural, unincorporated counties ability to access this funding source.

**Supervisor Peters:**

- 22<sup>nd</sup> Liberty Energy Call
- 23<sup>rd</sup> Solid Waste Task Force
- 23<sup>rd</sup> IMACA
- 24<sup>th</sup> Site Logiq
- 28<sup>th</sup> 29<sup>th</sup> Budget Workshop
- 31<sup>st</sup> Jan Cutts HT BP Ranger District Ranger
- 1<sup>st</sup> Gun Rights Dinner
- 3<sup>rd</sup> Governors Office Summit Emergency Management Preparedness (One Team One Fight)
- Mark Ghilarducci, Director Cal OES
- James Gore, Kelly Long, Carmel Angelo
- Upcoming:
- Jason Bullington Celebration of Life Saturday 8th
- June 19<sup>th</sup> Town Hall – Radio, Fisheries,
- June 27<sup>th</sup> CSAC Regional Meeting in Fresno

**Supervisor Stump:**

- 5-22: Attended the Tri Valley Water Commission - Commission approved a letter supporting the proposed "Low" rating for the Owens Valley Basin
- 5-28 & 29: Budget Workshop
- 5-3 : Interviewed by Metabolic Studios concerning the Keep Long Valley Green circumstances.
- 6-1: I was the Mono County representative at the Lone Pine Film Museum Fundraiser

**ADJOURNED at 3:14 PM**

**Note:**

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

**ATTEST**

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**JOHN PETERS**  
**CHAIR OF THE BOARD**

---

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Approval of minutes of the Regular Meeting held on June 11, 2019.

**RECOMMENDED ACTION:**

Approve minutes of the Regular Meeting held on June 11, 2019.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Shannon Kendall

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">6-11-19 Draft Mins</a>

**History**

Time	Who	Approval
6/20/2019 5:28 PM	County Administrative Office	Yes
6/18/2019 4:09 PM	County Counsel	Yes
6/18/2019 2:57 PM	Finance	Yes





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

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

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

**Regular Meeting  
June 11, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-117 – M19-125</b>
<b>Resolutions</b>	<b>R19-36 – R19-44</b>
<b>Ordinance</b>	<b>ORD19-02</b>

9:03 AM Meeting Called to Order by Chair Peters.

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.*

*Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Gardner.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

**Member of Public (did not give name):**

- Thanked the Board for approving road closures for scheduled Gran Fondo Bike Ride.

**Molly DesBaillets:**

- Expressed gratitude for Board's focus on families; commended them on moving forward with budget request.

Closed Session: 9:10 a.m.

*There was nothing to report out of closed session, item 9B.*

Reconvene: 10:16 a.m.

Break: 10:17 a.m.

Reconvene: 10:25 a.m.

**2. RECOGNITIONS** *(Taken directly after closed session/lunch break)*

**A. Elder Abuse Awareness Month**

**Note:**

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

Departments: Social Services

(Paulette Erwin, Long-term Care Ombudsman; Michelle Raust, Social Services)  
- June is Elder and Dependent Adult Abuse Awareness Month.

**Action:** Approve proclamation of the month of June as Elder Abuse Awareness Month.

**Stump moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-117**

**Michelle Raust:**

- Introduced item.

**Paulette Erwin:**

- Gave some information about item; including background and statistical information.

**Supervisor Peters:**

- Read proclamation.

## **B. Recognition of Mono County Employee Walt Lehmann**

Departments: Public Works

(Garrett Higerd) - Proposed resolution in appreciation and recognition of Walt Lehmann, Engineering Technician, who will be retiring from the Mono County Public Works department on June 28, 2019 after 13 years of dedicated service.

**Action:** Adopt Resolution of Appreciation and Recognition for Mr. Walt Lehmann.

**Corless moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-118**

**Garrett Higerd:**

- Introduced item; read proclamation.

**Stacey Simon:**

- Thanked him for all his hard work; said he would be missed greatly.

**Walt Lehmann:**

- Thanked everyone for the resolution.

## **3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments  
*Interim CAO Wilbrecht is absent.*

## **4. DEPARTMENT/COMMISSION REPORTS**

**Wendy Sugimura:**

- FEMA has officially improved submitted plan.

**Justin Nalder:**

- Gave recycling update.

## **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. Appointments to the Bridgeport Valley Regional Planning Advisory Committee (RPAC)**

**Note:**

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

Departments: Community Development

Board of Supervisors' consideration and possible approval of appointment to the Bridgeport Valley Regional Planning Advisory Committee (RPAC).

**Action:** Appoint Gil Curtis to the Bridgeport Valley Regional Planning Advisory Committee (RPAC) for a four-year term expiring on December 31, 2023.

**Corless moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-119**

**Supervisor Corless:**

- Thanked Community Development for getting commission appointments onto agenda.

**B. Approve Contract with Anne Sippi Clinic Treatment Group**

Departments: Behavioral Health

Proposed contract with Anne Sippi Clinic Treatment Group for the provision of Transitional Social Rehabilitation Services for Mono County Behavioral Health LPS Conservatees.

**Action:** Approve County entry into proposed contract and authorize appropriate staff to execute said contract on behalf of the County.

**Corless moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-120**

**C. Solid Waste Task Force Appointment**

Departments: Public Works - Solid Waste

On May 23, 2019, the Solid Waste Task Force approved a recommendation for appointment of Lesley-Anne Hoxie, a resident of Mammoth Lakes, CA, for the Public at Large vacancy.

**Action:** Approve appointment of Lesley-Anne Hoxie to fill the Public at Large vacancy on the Solid Waste Task force for a two-year term commencing on July 25, 2019 and ending on July 24, 2021.

**Corless moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-121**

**D. Recommended Budget as the Temporary Budget for FY 2019-2020**

Departments: CAO, Finance

Adopt resolution approving a recommended budget as the temporary budget for Fiscal Year 2019-2020 to spend until budget hearings are held and the Board adopts the final budget for the coming fiscal year.

**Action:** Adopt proposed resolution R19-36, approving the recommended budget as the temporary budget until Fiscal Year 2019-2020 budget is adopted, including appropriations of \$121,778,141.

**Note:**

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**Corless moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**R19-36**

**E. 2019 Special Event Road Closures**

Departments: Public Works, Road Division

Proposed Resolutions authorizing temporary road closures and traffic control throughout the summer and fall of 2019, in support of the following Special Events: Town of Mammoth Lakes 4th of July Fireworks; Bodie Running Race; June Lake Triathalon; ATV Jamboree; Sierra Safari; Gran Fondo; E. Clampus Vitus Dedication, and Bridgeport Fall Festival.

**Action:**

1. Adopt proposed resolution R19-37, temporarily closing Sherwin Creek Road from 9:00 p.m. to 11:00 p.m. on Thursday, July 4th for the Town of Mammoth Lakes Fourth of July Fireworks Celebration.
2. Adopt proposed resolution R19-38, temporarily closing Cottonwood Canyon Road from 7:00 a.m. to 1:00 p.m. on Saturday, July 6th for the Bodie Running Race.
3. Adopt proposed resolution R19-39, temporarily closing and/or providing for intermittent traffic control for portions of Pinecliff Drive in June Lake from 5:00 a.m. to 5:00 p.m. on July 13th for the June Lake Triathlon.
4. Adopt proposed resolution R19-40, temporarily closing and/or providing for intermittent traffic control on various county roads within the communities of Walker, Coleville and Topaz between the hours of 6:00 a.m. and 9:00 p.m. from September 24 through September 28 for the 2019 Eastern Sierra ATV/UTV Jamboree.
5. Adopt proposed resolution R19-41, temporarily closing and/or providing for intermittent traffic control on portions of Aurora Canyon Drive, Stock Drive and Court Street in Bridgeport from 10:00 a.m. to 3:00 p.m. on October 5th for the 2019 Sierra Safari.
6. Adopt proposed resolution R19-42, temporarily closing a portion of Cunningham Lane in Coleville from 8:00 a.m. to 12:00 p.m. on September 7th for the annual monument dedication ceremony of E. Clampus Vitus.
7. Adopt proposed resolution R19-43, temporarily closing various county roads at their intersections with State Route 120 and Benton Crossing Road between 8:00 a.m. and 1:00 p.m. on September 7, 2019 for the Mammoth Gran Fondo Bike Race.
8. Adopt proposed resolution R19-44, authorizing the temporary closure of School Street from 8:00 a.m. on September 28th through 8:00 a.m. September 29th for the Bridgeport Fall Festival

**Corless moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**R19-37**

**Note:**

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

**Corless moved; Halferty seconded**  
**Vote: 5 yes; 0 no**  
**R19-38**

**Corless moved; Halferty seconded**  
**Vote: 5 yes; 0 no**  
**R19-39**

**Corless moved; Halferty seconded**  
**Vote: 5 yes; 0 no**  
**R19-40**

**Corless moved; Halferty seconded**  
**Vote: 5 yes; 0 no**  
**R19-41**

**Corless moved; Halferty seconded**  
**Vote: 5 yes; 0 no**  
**R19-42**

**Corless moved; Halferty seconded**  
**Vote: 5 yes; 0 no**  
**R19-43**

**Corless moved; Halferty seconded**  
**Vote: 5 yes; 0 no**  
**R19-44**

**Supervisor Stump:**

- Thanked Public Works for getting all of these resolutions onto one agenda.

#### **F. Budget Appropriation for Affordable Housing Development**

Departments: County Counsel

Transfer budget appropriations of \$15,000 from County Administrative Office (budget unit 100-11-020) to County Counsel (budget unit 100-13-120) for costs of outside counsel services related to affordable housing development.

**Action:** Approve transfer of budget appropriations in the amount of \$15,000.

**Corless moved; Halferty seconded**  
**Vote: 5 yes; 0 no**  
**M19-122**

#### **G. Authority to Hire at Step E - Social Services**

Departments: Social Services

The Social Services Department is seeking to fill a vacant lead worker position in the Eligibility Division, an Eligibility Specialist III. The department is requesting

**Note:**

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authorization to offer Yvonne Freeman employment at Step E of the salary range (Range 63) for this position, based on her extensive experience in the fields of public assistance eligibility and employment services.

**Action:** Grant the Director of Social Services the authority to fill an Eligibility Specialist III (Range 63) at Step E.

**Corless moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-123**

#### **H. Appointment of Members to CSA 5**

Departments: Clerk of the Board

The County Service Area Number 5 (CSA 5) Advisory Board recommends the reappointment of Steve Noble and Lynda Pemberton to their existing seats, to expire November 30, 2022, as well as the appointment of Rebecca Clayton to the seat recently vacated by Benny Romero.

**Action:** 1. Reappoint Steve Noble and Lynda Pemberton to two positions within the CSA #5 Advisory Board to expire November 30, 2022. 2. Appoint Rebecca Clayton to the CSA #5 Advisory Board, term to expire November 30, 2022.

**Corless moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-124**

#### **I. FY 18-19 Regional Surface Transportation Program Federal Exchange and State Match**

Departments: Public Works

Consideration and approval of the FY 18/19 Regional Surface Transportation Program (RSTP) Federal Exchange and State Match. This is a recurring funding source for the County Road system, which is approved and authorized annually.

**Action:** Approve and authorize the Chair's signature on the FY 18/19 RSTP Federal Exchange and State Match Agreement for the allocation of Federal Surface Transportation Program Funds through the State's Regional Surface Transportation Program.

**Corless moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-125**

#### **J. Extend Suspension of Housing Mitigation Ordinance**

Departments: Community Development, Finance

Proposed ordinance amending Chapter 15.40.170 extending the temporary suspension of housing mitigation requirements contained in Mono County Code chapter 15.40 until Dec. 31, 2019.

**Action:** Adopt proposed ordinance ORD19-02, amending Chapter 15.40.170 extending the temporary suspension of housing mitigation requirements

**Note:**

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

contained in Mono County Code chapter 15.40 until Dec. 31, 2019.

**Corless moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**ORD19-02**

## **6. CORRESPONDENCE RECEIVED**

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

*The Board acknowledged receipt of the correspondence.*

### **A. Letters Regarding Lower Wilson Creek**

Letters from Katie Maloney Bellomo informing the Board of the drying up, and subsequent rewatering, of lower Wilson Creek in the Mono Basin.

## **7. REGULAR AGENDA - MORNING**

### **A. Research Report - Economic Impact of Tourism & Visitor Profile Study**

Departments: Economic Development

(Lauren Schlau, Lauren Schlau Consulting) - Presentation by Lauren Schlau Consulting regarding the final research report for the year-long Economic Impact of Tourism & Visitor Profile Study, conducted January to December, 2018.

**Action:** None.

**Alicia Vennos:**

- Introduced Lauren Schlau from Lauren Schlau Consulting.
- Gave brief history on Economic Development's relationship with Lauren.

**Lauren Schlau:**

- Gave summary of her company, her experience, etc.
- Power Point presentation (to be added to web page as additional documents after meeting)

Economic Impacts of Tourism & Profile of Mono County Visitors

- Research supports Mono County Goals
- Summary Key Observations
- Economic Impact Portion
- Visitor Profile Portion

**Board asked various questions and had general discussion about presentation.**

**Janet Dutcher:**

- Asked question about sales tax dollars – is that 1% sales tax that we get?

### **B. Airport Service Report**

Departments: Economic Development

(John Urdi, Mammoth Lakes Tourism Executive Director) - Presentation by John Urdi, Executive Director of Mammoth Lakes Tourism, regarding an update on scheduled commercial Air Service.

**Note:**

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

**Action:** None.

**John Urdi:**

Power Point Presentation – Mono County Air Service (to be included with additional documents on website)

- Mr. Urdi introduced item, gave overview and various stats.
- Economic Impact discussion.
- Mono County Inclusion information.

**General Board discussion/questions.**

Closed Session/Lunch: 12:00 p.m.

Reconvene: 1:15 p.m.

\*Items 2a and 2b, Recognitions immediately followed.

### **C. FY 2019-2020 Budget Update**

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

**Action:** None.

**Janet Dutcher, Finance Director:**

Budget Update – Power Point Presentation (originally submitted with budget packet)

- Introduced item; not taking action today; still on target to approve budget on July 5<sup>th</sup>.
- Would appreciate any direction/clarification from the Board that they deem appropriate.
- Reminder that we are trying to move towards a strategic approach. Various choices need to be made.
- Discretionary funding is all about choices.
- Discussion about upcoming budget schedule.

**General Board Discussion/Questions:**

- Board agreed to recommended adjustments presented by Finance, with slight adjustments.

### **8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

### **9. CLOSED SESSION**

*There was nothing to report out of closed session.*

#### **A. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

#### **B. Closed Session - Public Employment**

**Note:**

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



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

### **C. 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: one.

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

## **10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

## **11. REGULAR AGENDA - AFTERNOON**

### **A. Civic Center Update**

Departments: Public Works

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

**Action:** None.

**Tony Dublino, Public Works Director:**

- Update on civic center progress.
- Received third package submittal; a big internal review occurs next.
- Foundation work is still being done.
- Inter-Agency coordination with Water District ongoing.
- Reached out to hospital district and town regarding property lines, etc.
- Discussion about next phase, opportunities are getting smaller for saving a lot of money on project.

**General Board discussion with comments and questions.**

## **12. BOARD MEMBER REPORTS**

**Supervisor Corless:**

- 6/6-7: Sierra Nevada Conservancy Board Meeting, Kernville—tour of conserved lands, partnership between nonprofits and Forest Service to mitigate negative impacts of tourism and recreation on public lands; meeting—approved grant funding, update on Sierra Nevada Strategic Investment Project to help direct effective funding of forest health/watershed projects.
- 6/8: CSAC Institute, Sacramento—taught “Drama in the County” for the third year, inspired by the participants and their dedication to county service and personal/professional development.
- 6/10: Forest Management Task Force, Behavioral Health Advisory Board.

**Supervisor Gardner:**

- On Wednesday, June 5, attended a meeting of the June Lake Citizen’s Advisory Committee. We discussed several issues, including increasing run-off and the potential for flooding in the Down Canyon and Silver Lake areas, the June Lake ESTA summer

**Note:**

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

and winter shuttles, cannabis odor control options, and winter camping options in the June Lake area.

- On Thursday June 6, attended a meeting of the June Lake Trails Committee. The June Lake Trails Day is set for Saturday June 22 starting at 8:30 AM. The Committee is also organizing various volunteers to take responsibility for maintaining selected trails in the June Lake area using USFS guidelines. Finally, the Committee is providing updated information for the back of one of the popular June Lake maps. This should be available later this summer.

**Supervisor Halferty:**

- On June 7th, participated in the CSAC Housing, Land Use & Transportation Policy committee - we discussed SB50 and AB 1279 and the federal transportation FAST Act.
- Yesterday, June 10<sup>th</sup>, attended the LTC meeting where we discussed unmet needs and received a presentation from the Tahoe Regional Planning Agency on their Electric Vehicle program. They have now received two grants from the California Environmental Council to study their election vehicular usage and power charging stations and now working with a grant to implement the plan.
- Later in the day, participated in a call along with Supervisor Peters with SiteLogIQ to look at possible ways to reduce our energy costs in County facilities. Still later in the day; attended the Mono County Behavioral Health Advisory Board meeting.

**Supervisor Peters:**

- Board Report June 11, 2019
- 5th CSA
- 6th RPAC AV
- 7th Health Fair
- 8th Celebration of Life Jason Bullington
- 10th LTC
- 10th Site LogIQ
- 10th Virginia Lake Resort

**Upcoming:**

- June 19th Town Hall – Radio, Fisheries,
- June 27th CSAC Regional Meeting in Fresno

**Supervisor Stump:**

- 6-6 : Toured flood prone areas - Hot days equal sandbag season
- 6-10 : Attended the LTC meeting. Excellent presentation from the Tahoe Regional Planning Agency on electric vehicle charging stations.

**ADJOURNED at 3:04 p.m.**

**ATTEST**

---

**JOHN PETERS  
CHAIR OF THE BOARD**

---

**SHANNON KENDALL  
CLERK OF THE BOARD**

**Note:**

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 9, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Approval of minutes of the Special Meeting held on June 12, 2019.

---

### RECOMMENDED ACTION:

Approve minutes of the Special Meeting held on June 12, 2019.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Shannon Kendall

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

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

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[6/12/19 draft sp minutes](#)

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### History

Time	Who	Approval
6/20/2019 5:29 PM	County Administrative Office	Yes
6/18/2019 4:10 PM	County Counsel	Yes
6/18/2019 2:57 PM	Finance	Yes



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

MEETING LOCATION: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452  
Old Mammoth Road, Mammoth Lakes, California, 93546

**Special Meeting  
June 12, 2019**

<b>Flash Drive</b>	<b>Portable Recorder</b>
<b>Minute Orders</b>	<b>Not Used</b>
<b>Resolutions</b>	<b>Not Used</b>
<b>Ordinance</b>	<b>Not Used</b>

9:03 AM Meeting Called to Order by Chair Peters.  
*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.*  
*Supervisors Absent: None.*

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

Pledge of Allegiance led by Chair Peters (done after opportunity for public to address the board).

**1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

**2. AGENDA ITEMS**

**A. Closed Session - Public Employment**

*There was nothing to report out of closed session.*

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

**ADJOURNED at 11:04 a.m.**

**Note:**

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

**ATTEST**

---

**JOHN PETERS  
CHAIR OF THE BOARD**

---

**SHANNON KENDALL  
CLERK OF THE BOARD**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Approval of minutes of the Regular Meeting held on June 18, 2019.

**RECOMMENDED ACTION:**

Approve minutes of the Regular Meeting held on June 18, 2019.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Shannon Kendall

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
7/5/2019 12:22 PM	County Administrative Office	Yes
7/3/2019 3:00 PM	County Counsel	Yes
7/3/2019 9:04 AM	Finance	Yes



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

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

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

**Regular Meeting  
June 18, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-126 – M19-137</b>
<b>Resolutions</b>	<b>R19-45 – R19-46</b>
<b>Ordinance</b>	<b>ORD19-03 Not used</b>

9:03 AM Meeting called to Order by Chair Peters.

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.  
Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Stump.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

**Shira Dubrovner (Mammoth Lakes Film Festival):**

- Thanked county for supporting the film festival again. Gave a statistical update; numbers of ticket sales/participation are up.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

*Interim CAO Wilbrecht is absent.*

**Dave Butters (Acting CAO):**

- Last Monday had another negotiating meeting with MCPE.

**Note:**

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

#### 4. DEPARTMENT/COMMISSION REPORTS

**Wendy Sugimura:**

- Premium Energy filed another application; similar to last one filed; will try to submit a letter this week. This will just be a staff cover letter on top of last correspondence (that has board's signature).
- Discussion about Specific Plan update.

**Stacey Simon:**

- Scheduled interviews for CAO for Tuesday of next week. Was able to accommodate all but one finalist on that day. He will come Sunday night and have his interview on Monday morning. There will be a 6-8 pm meet and greet Sunday evening in the old BOS room at Sierra Center Mall.

#### 5. CONSENT AGENDA

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

##### A. Board Minutes

Departments: Clerk of the Board

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

**Action:** Approve the Board minutes of the regular meeting on May 7, 2019, as amended.

**Gardner moved; Stump seconded**

**Vote: 5 yes; 0 No**

**M19-126**

**Supervisor Gardner:**

- Change item #7b, Presentation by Trout Unlimited: Under Jeff Simpson's comments, should be \$5,000, not \$500,000.

##### B. Board Minutes

Departments: Clerk of the Board

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

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

**Halferty moved; Gardner seconded**

**Vote: 5 yes; 0 No**

**M19-127**

##### C. Board Minutes

Departments: Clerk of the Board

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

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

**Halferty moved; Gardner seconded**

**Vote: 5 yes; 0 No**

**M19-128**

**Note:**

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**D. [Board Minutes](#)**

Departments: Clerk of the Board

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

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

**Halferty moved; Gardner seconded**

**Vote: 5 yes; 0 No**

**M19-129**

**E. [Property Tax Software Maintenance Agreement and Web Services Addendum](#)**

Departments: Finance

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

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

**Halferty moved; Gardner seconded**

**Vote: 5 yes; 0 No**

**M19-130**

**F. [Agreement with Chalfant Valley Fire Protection District for the Provision of Emergency Medical Services Transport and Basic Life Support](#)**

Departments: EMS

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

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

**Halferty moved; Gardner seconded**

**Vote: 5 yes; 0 No**

**M19-131**

**Supervisor Stump:**

- Commented on item; happy to see this happening.

**G. [Ryan White HIV/AIDS Program Grant Agreement # 18-10877](#)**

Departments: Public Health

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

**Action:** Approve Ryan White HIV/AIDS Program Grant Agreement # 18-10877 and authorize the Public Health Director's signature on the

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following documents: CDPH 1229, Certification Regarding Lobbying, Contractor Certification Clauses 04/2017, Darfur Contracting Act Certification, and California Civil Rights Laws Attachment Certification. Additionally, provide authorization for the Public Health Director to approve amendments and/or revisions that may occur during the 5-year contract period of April 1, 2019 - March 31, 2024 with approval as to form by County Counsel.

**Halferty moved; Gardner seconded**

**Vote: 5 yes; 0 No**

**M19-132**

H. **[Letter of Support for Caltrans Application for the Proposition 68 Wildlife Corridor and Fish Passage Grant](#)**

Departments: Board of Supervisors

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

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

**Halferty moved; Gardner seconded**

**Vote: 5 yes; 0 No**

**M19-133**

**Supervisor Stump:**

- Commented that he is very happy to see this; would like Larry Johnston recognized if application gets approved.

6. **CORRESPONDENCE RECEIVED**

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

*The Board acknowledged receipt of the correspondence.*

A. **[Agricultural Commissioner's Office Department Update June 2019](#)**

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

B. **[Application for Alcoholic Beverage License - Fern Creek Lodge in June Lake, LLC](#)**

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

C. **[Inyo National Forest - Mammoth Ranger District Proposed Frisbee Golf Course](#)**

**Note:**

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

**D. Emergency and Public Services Provided in Eastern Madera County**

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

**Supervisor Corless:**

- Would like Sheriff Braun to be consulted about this to determine what the status is. Would like a report back.
- Other Supervisors agreed.

**7. REGULAR AGENDA - MORNING**

**A. Mammoth Lakes Foundation Update**

Departments: Clerk of the Board

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

**Action:** None.

**Rich Boccia (Mammoth Lakes Foundation):**

- Gave brief background/historical information on the foundation.
- This is a \$20-24M project; still figuring out how much deficit they currently have.

**Bruce Woodward:**

- Displayed various images on projector; explained Mammoth Arts & Cultural Center, new performing arts center.

**Shira Dubrovner:**

- Lived here between 1986-1990; did a few musicals back then.
- Gave perspective on how things have changed and where the foundation is headed.

**Betsy Truax:**

- Gave additional information about project/foundation.

**Luan Mendel:**

- Feels project will fill a need; take time and energy and they are putting that in.
- Public/private partnership.

**Supervisor Gardner:**

- How much money is needed to finish project?
- Congratulated them on progress so far; there is still and opportunity for others to jump on bandwagon.

**Supervisor Corless:**

- Excited about project.

**Note:**

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**Supervisor Halferty:**

- Loves the energy and plan, etc.

**B. Summary Road Vacation on Western Portion of Raymond Avenue**

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

**Action:** 1. Adopt Resolution No. R19-45, A Resolution of the Mono County Board of Supervisors for Summary Vacation of Excess Right-of-Way along the Western Portion of Raymond Avenue" in June Lake, California; and, 2. Direct the Clerk of the Board to record a certified copy of the fully-executed resolution with the County Recorder. 3. Find that the above action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR §15301 and §15061(b)(3). Direct the Public Works Director to file a Notice of Exemption for the project consistent with 14 CCR §15062.

**Gardner moved; Stump seconded**

**Vote: 5 yes; 0 no**

**M19-134**

**Gardner moved; Stump seconded**

**Vote: 5 yes; 0 No**

**R19-45**

**Garrett Higerd:**

- Items B and C are related; companion items. Related to work done in June Lake in 2015 where most county streets were repaved. Also upgraded drainage features.
- Good time to do a summary road vacation – county is vacating its right to ever accept it and build a road in there. Does not impact other private rights.
- Questions related to this request?

**Supervisor Gardner:**

- In support of both B and C; hasn't heard of any complaints.

**Supervisor Stump:**

- Asked where this is geographically.

BREAK: 9:54 a.m.

RECONVENE: 10:11 a.m.

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

Departments: Public Works Department

**Note:**

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

**Action:** 1. Following the Public Hearing, make the following findings: A. That the portion of Brenner Street under consideration is a public road; B. That the existing name of the portion of Brenner Street under consideration is confusing, duplicative, or otherwise undesirable; C. That, the confusing, duplicative or otherwise undesirable name of the portion of Brenner Street under consideration has the potential to impede emergency response to the properties along the road; and D. The threat to public health and safety posed by the confusing nature of the existing name of the portion of Brenner Street under consideration outweighs any expense or inconvenience that would be incurred by property owners along the road were the road named or renamed. 2. Direct the County Engineer to record documents memorializing the board of supervisor's action with respect to the name of the road and provide notice of the change to affected parties pursuant to requirements included in the Streets & Highways Code and Mono County Code. 3. Approve resolution #R19-46, A Resolution of the Mono County Board of Supervisors Changing the Name of the Public Roads: A Portion of Brenner Street (South of Knoll Avenue) to Raymond Avenue, in June Lake, California.

**Gardner moved; Corless seconded**

**Vote: 5 yes; 0no**

**M19-135**

**Gardner moved; Corless seconded**

**Vote: 5 yes; 0 No**

**R19-46**

Public Hearing Open: 10:11 a.m.

**Garrett Higerd:**

- Residents have been using "Raymond Avenue" in place of "Brenner Street" for some time.
- Very uncontroversial; really just matching the address records with what the residents are currently using.
- This has been noticed with Planning Commission too.

**Supervisor Stump:**

- How do we incorporate 911 system change?
- Happy to approve but thinks that the 911 issue needs to be addressed.

**Supervisor Gardner:**

- This is in response to a very patient June Lake resident.

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- Rationale is clear.

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

**ITEM PULLED FROM AGENDA**

Departments: Public Works

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

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

**E. FY 2019-2020 Budget Update**

Departments: CAO, Finance

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

**Action:** None.

**Janet Dutcher:**

Power Point (submitted previously in agenda packet):

- Public Hearing will be July 2<sup>nd</sup>.
- Discussion about Public Notice requirements.
- Gave overview of budget numbers and adjustments previously discussed, including the details concerning the Sheriff.
- Revised the discretionary request slides, gave information regarding that.
- Feels this has been a successful budget process with successful savings being met.

**General Board Comments:**

- All are happy with budget process and feel it was successful.

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

Departments: County Counsel

(Jason Canger) - Proposed Ordinance No.19-\_\_:

An ordinance of the Mono County Board of Supervisors

**Note:**

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amending Chapter 10.17, Section 10.17.100 of the Mono County Code to add the Crowley Lake Skate Park to the list of Skateparks to which certain use restrictions apply.

**Action:** Introduce, read title, and waive further reading of proposed ordinance amending Chapter 10.17, Section 10.17.100 of the Mono County Code to add the Crowley Lake Skate Park to the list of Skateparks to which certain use restrictions apply.

**Stump moved; Halferty seconded**

**Vote: 5 yes; 0 No**

**M19-136**

**Taken after item #7g**

**Jason Canger:**

- Explained item offering background.
- In reference to the requirement that all riders wear pads, a local entity that owns a park can amend this.
- Purpose: to amend county code to update existing skate park ordinance to include Crowley (as well as Bridgeport which it already does) to limit liability to county.
- The amended ordinance spells out the specific skate parks; he feels it's a good idea to be specific

**G. [Amendment to Mono County Code Chapter 7.08 - Retail Food Facilities](#)**

Departments: Health Department; County Counsel

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

**Action:** Introduce, read title, and waive further reading of proposed ordinance amending Chapter 7.08 of the Mono County Code pertaining to Retail Food Facilities.

**Halferty moved; Gardner seconded**

**Vote: 5 yes; 0 No**

**M19-137**

**Taken before 7f**

**Louis Molina:**

- Gave explanation of item; any facility with less than 15 seats (not serving alcohol) could have 1 unisex restroom.
- This includes both indoor and outdoor seating, total number of seats.
- Town and County.

**Note:**

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**Stacey Simon:**

- Feels the alcohol reference isn't arbitrary; it's been researched.
- Only on for introduction today. Wouldn't be up for approval before July 2<sup>nd</sup> so if Town had any issues, they have time to comment. Could go on as a regular item if necessary.

**General Board Comments:**

- Asked general questions about amendment.
- Appreciative of Louis' work on this.

**Public Comments:**

**Travis Siler:**

- Owner of a BBQ place in town.
- Very new and small business; owner/operators; no employees.
- Thinks this amendment will help small business owners.

**H. 2019 Crop and Livestock Report**

Departments: Agricultural Commissioner

(Nathan D. Reade, Agricultural Commissioner) -

Presentation by Nathan Reade regarding 2019 Mono County Crop and Livestock Report.

**Action:** None.

**Nathan Reade:**

- Handed out some information; did a power point presentation (will post to web page as additional documents after the presentation).

**Board asked for clarifications/general questions.**

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

**9. CLOSED SESSION**

*Closed Session: 11:47 a.m.*

*Reconvene: 1:00 p.m.*

*There was nothing to report out of closed session.*

**A. Closed Session - Human Resources**

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

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

**Note:**

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**B. Closed Session - Public Employment**

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

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

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

**11. REGULAR AGENDA - AFTERNOON**

**A. Lundy Hydroelectric Project - Water Management Issues**

Departments: Board of Supervisors

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

**Action:** None.

**Supervisor Peters:**

- Explained that there was one hour scheduled for this item; doesn't wish to limit people's speaking time but will limit to three minutes per person if it becomes necessary.

**Jason Canger:**

- Introduced item; explained how we got here.
- This matter is on today's agenda after the water issue in Lundy was brought to Board's attention.
- Staff doesn't have its own recommended action however the requests by the Mono Basin Preservation is included in the item for potential future consideration.
- County is not part of settlement agreement.

**Katie Bellomo:**

- Asked that she be able to address PMBP at end of discussion if necessary.
- Gave some historical information about issue.
- In past, Mono County Board of Supervisors have had option to determine whether someone should be looking at Wilson Creek.
- What should the county do? Gave some scenarios down the road.
- We can't have a collaborative approach if certain agencies are excluded.

**Additional Public Comments:**

Cal Rossi (SCE)

Jeff McQuilkin (Mono Lake Committee)

Steve Parmiter (Ca Dept of Fish and Wildlife, handed out written statement)

Kelly Henderson (SCE, Attorney)

**Note:**

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Gordon Martin (Inyo National Forest)

Tim Hansen (Lee Vining Resident)

**Board Comments:**

**Supervisor Gardner:**

- Asked who had read the 2002 water shed study? He found it incredibly helpful.
- Easy to be alarmed; hard to know what to do.

**Supervisor Halferty:**

- Frustrated that this has persisted for so long. We should have some sort of management plan.
- The settlement parties need to do an environmental analysis.

**Supervisor Corless:**

- She's not in favor of pursuing litigation.
- County's role is to continue to convene discussions.

**Supervisor Stump:**

- More work needs to be done; additional science needs to be done.
- He's unclear who sent the water the wrong way.
- Asked that Staff be directed to create letter indicating support of all parties to collaborate in addressing the issues.

**Supervisor Peters:**

- Feels climate change is a factor in this discussion. He's not in favor of opening up water rights; fresh eyes need to look at everything in a collaborative process.
- Feels the Board is in agreement to push collaboration forward. Commits to staying involved.

Break: 2:26 p.m.

Reconvene: 2:37 p.m.

**B. [Transitional Housing Proposal](#)**

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

**Action:** None.

**Supervisor Corless was absent for this item.**

**Note:**

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**Wendy Sugimura:**

- Kicked item off; gave review of how we got to this conversation.
- Asking if Board would be willing to consider purchasing Birch Creek.
- This property needs to be used for community housing; for those with qualifying incomes.
- Need to also consider homelessness.

**Kathy Peterson (Department of Social Services):**

- Has pursued leads in determining long term lease.
- Condo purchase could be used with COC funds.
- If Board is supportive, asking that they agree to move forward with purchasing process; still a lot of work to be done.

**Larry Emerson:**

- Filled in blanks for proposal to purchase this transitional housing option (Birch Creek Condo).
- Short term, less than 24 months.
- Part of plan is to help tenants increase income so that they can transition to permanent housing.

**Susie Bains (Eastern Sierra COC):**

- Explained why this housing is important from an emotional level.
- Could maybe be used by COC as a rental while process moves forward?

**General Board Comments:**

- Thinks this is a great step forward. Supportive.
- Need to do good outreach.
- There is a great need; there are a lot of people on the precipice of homelessness.
- Great example of collaboration.

**Carolyn Balliet:**

- Excited about this prospect.
- There are many people out there that would be helped by this situation.

## 12. BOARD MEMBER REPORTS

### Taken at 11:27 before closed session/lunch

**Supervisor Corless:**

6/12/19:

- CAO search work session, encourage staff participation in meetings with candidates next week.
- Fire Town Hall: Great event, thanks to presenters and co-hosts. Resources to share: Mammoth Lakes Fire Safe Council: Regular meetings are the first Tuesday of the month at the fire station on Main Street. Email Dave Easterby ([dave.easterby.ngk3@statefarm.com](mailto:dave.easterby.ngk3@statefarm.com)) for more information and to be added to their distribution list.
- Mammoth Lakes Community Emergency Response Team (CERT): Contact Rich Foye ([richfoye@gmail.com](mailto:richfoye@gmail.com)) for information and note that there is a training for new members coming up this September. Additional information here: <https://www.townofmammothlakes.ca.gov/825/Community-Emergency-Response-Team>.
- Mammoth Lakes Fire Protection District: Find information about defensible space and living in the Wildland Urban Interface here [http://mammothlakesfd.homestead.com/Prevention/WildlandUrbanInterface.html?\\_=1557706280842](http://mammothlakesfd.homestead.com/Prevention/WildlandUrbanInterface.html?_=1557706280842).

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## DRAFT MEETING MINUTES

June 18, 2019

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- Mono County Sheriff's Office: Call MCSO dispatch to report illegal fires at (760) 932-7549 ext. 7 (and of course call 911 in an emergency). Sign up for CodeRed alerts and the Mono County Access & Functional Needs Registry here <https://monosheriff.org/sheriff> and sign up for SCE Public Safety Power Shutoff alerts here <https://www.sce.com/safety/wildfire/psps>
- Smoke and Wildfire Information: The Great Basin Unified Air Pollution Control District has put together a comprehensive resource for air quality, smoke and wildfire information (be sure to scroll down below the map for additional links/resources) <https://www.gbuapcd.org/cqi-bin/smoke>
- Home Hardening Resources: <https://cafiresafecouncil.org/resources/fire-safety-information-for-residents/>
- Fire Insurance Assistance: <https://www.uphelp.org/>
- Inyo National Fire Management: <https://www.fs.usda.gov/detailfull/inyo/home/?cid=fseprd599519&width=full>

6/14/19:

- ESCOG: air service update—Inyo working toward commercial air service in late 2020; housing update—progress on Silver Peak project in Bishop; JPA formation moving ahead.
- Mammoth Yoga Festival—attended several sessions, including keynote by author Cheryl Strayed, wonderful local event, kudos to the organizers.
- 6/18: Senate Energy & Natural Resources Hearing on Deferred Maintenance – NACo testimony by Supervisor Liz Archuleta/Cocino Cty, Arizona, watch hearing/read testimony here: <https://www.energy.senate.gov/public/index.cfm/hearings-and-business-meetings?ID=69C0BD6D-0DAD-4CEC-8FE0-06946A0EA883>.

### **Supervisor Gardner:**

- Wednesday June 12 attended with our other Supervisors a meeting with our CAO recruitment consultant. We reviewed candidate profiles and established the schedule for public receptions and interviews next week.
- That evening participated in a Fire Town Hall meeting with Supervisor Corless and Town Councilman Wentworth. There was much information provided from several experts about fire ecology, forest health and management, fire prevention, home hardening, fire insurance, and general public safety. Thanks to Supervisor Corless for organizing this very successful event.
- Thursday June 13 attended a Climate Seminar sponsored by Mono 350 at the Mono Basin Visitor Center that featured several speakers. Topics included glacial melt impact on fall flow, climate change impact on alpine plants, climate impact on Mono Lake, and a brief review of electric vehicles.
- Friday June 14 attended the Eastern Sierra Council of Governments meeting in Mammoth. Topics covered included moving forward with the proposal to establish Joint Powers Authority for ESCOG, the status of commercial service at the Bishop airport, a review of housing progress across the region, and a review of regional entities views and possible progress in limiting sales of selected tobacco products.
- Friday June 14 attended the meeting of the Eastern Sierra Transit Authority in Mammoth. Subjects covered at the meeting included approving grant requests for replacement buses, potential service from the Bishop airport to Mammoth, and the 2019-2020 ESTA Budget.
- Yesterday attended a meeting of the June Lake Chamber of Commerce regarding communication with June Mountain about future support for the community and proposed improvements.
- Finally, last night attended a meeting of the Mono Basin Fire Safe Council. The Council continues to work on various projects all aimed at building better fire prevention for the area.

### **Supervisor Halferty:**

- June 12- attended the special Mono County Board meeting to review CAO candidates and later attended the Continuum of Care (CoC) Board meeting where we discussed

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additional homeless housing funding and the possible purchase of the Birchcreek Condo by IMACA.

- June 14th - attended a portion of the California Coalition for Rural Housing (CCRH) Board meeting where the board discussed in part the State budget and the Infill Infrastructure Grant (IIG) program and the availability of that funding to unincorporated counties. Also attended the ESTA Board meeting where we adopted the annual budget and review Purple Line ridership data along with other agenda items.
- June 17th- attended the 2020 Census Committee it where we participated in and California First 5 presentation. Historically, children 0-5 years old are the most overlooked and undercounted demographic.
- On Friday, will be in Sacramento attending the CCRH Strategic planning workshop.

**Supervisor Peters:**

- Special thanks to all staff, especially Stacey Simon for working on the CAO search.
- 11<sup>th</sup> BP RPAC Bear Aware program Forest Service and Cannabis Oder analysis.
- 17<sup>th</sup> MWTC Matt Paroulu Colonel Hutchison.
- Navy Corpman.
- CSAC.
- IHSS MOE Subcommittee of our IHSS Working Group. Co-Chair with Sup Belia Ramos Napa to determine individual Counties MOE contributions.

**Upcoming:**

- June 19<sup>th</sup> Town Hall – Radio and Radio Communication - Nate Greenberg; Public Lands – Matt Paroulu and BP Ranger District Representatives; Hospice Update- Pam and Patti; Fisheries - Jeff Simpson Mono County.
- CDFW: Heidi Calvert, Environmental Program Manager Region 6; Russell Black, Supervisor Region 6; Jim Erdman, Environmental Scientist Region 6; Roger Bloom, Environmental Program Manager Fisheries Branch; Chad Elliot, Warden Region 6.
- F & G Commission: Ari Corman, Wildlife Advisor; June 27<sup>th</sup> CSAC Regional Meeting in Fresno.
- Happy Birthday Supervisor Bob Gardner.

**Supervisor Stump:**

- 6-12 ; Special Board Meeting.
- 6-13 : Attended the OVGA meeting - Board received a through update from the Consultant on work accomplished so far. The Board received an informational update on the considerable responsibilities of a GSA.
- The Board heard about the choices it may have to make if the "Low" Basin rating is confirmed by DWR. I will be requesting a future agenda item here to make sure I am representing Mono Board consensus in those discussions.
- Thank you to all that are making extra effort to make sure that the CAO process runs smoothly.

**ADJOURN 3:09 p.m.**

**ATTEST**

---

**JOHN PETERS**  
**CHAIR OF THE BOARD**

---

**Note:**

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

**SHANNON KENDALL  
CLERK OF THE BOARD**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 9, 2019

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Monthly Treasury Transaction Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 5/31/2019.

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### RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 5/31/2019.

---

### FISCAL IMPACT:

None

---

**CONTACT NAME:** Gerald Frank

**PHONE/EMAIL:** 7609325483 / gfrank@mono.ca.gov

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 5/31/2019](#)

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### History

Time	Who	Approval
7/5/2019 12:20 PM	County Administrative Office	Yes
6/26/2019 11:31 AM	County Counsel	Yes
6/24/2019 2:20 PM	Finance	Yes



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2019, End Date: 5/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	5/6/2019	037833AS9	500,000.00	Apple Inc. 3.45 5/6/2024-14	102.94	514,690.00	0.00	2.82	514,690.00
Buy	5/10/2019	72651LCJ1	245,000.00	Plains Commerce Bank 2.6 5/10/2024	100.00	245,000.00	0.00	2.60	245,000.00
Buy	5/17/2019	219240BY3	249,000.00	Cornerstone Community Bank 2.6 5/17/2024	100.00	249,000.00	0.00	2.60	249,000.00
<b>Subtotal</b>			<b>994,000.00</b>			<b>1,008,690.00</b>	<b>0.00</b>		<b>1,008,690.00</b>
Deposit	5/31/2019	CAMP60481	25,823.29	California Asset Management Program LGIP	100.00	25,823.29	0.00	0.00	25,823.29
Deposit	5/31/2019	OAKVALLEY0670	10,163.98	Oak Valley Bank Cash	100.00	10,163.98	0.00	0.00	10,163.98
Deposit	5/31/2019	OAKVALLEY0670	16,287,447.02	Oak Valley Bank Cash	100.00	16,287,447.02	0.00	0.00	16,287,447.02
<b>Subtotal</b>			<b>16,323,434.29</b>			<b>16,323,434.29</b>	<b>0.00</b>		<b>16,323,434.29</b>
<b>Total Buy Transactions</b>			<b>17,317,434.29</b>			<b>17,332,124.29</b>	<b>0.00</b>		<b>17,332,124.29</b>
<b>Interest/Dividends</b>									
Interest	5/1/2019	84485EAE7	0.00	Southwest Financial Federal CU 3.15 2/26/2021		0.00	644.67	0.00	644.67
Interest	5/1/2019	369674AX4	0.00	GE Credit Union 3 8/31/2020		0.00	613.97	0.00	613.97
Interest	5/1/2019	611583CP8	0.00	Monrovia CA Redev Agy 2 5/1/2019		0.00	1,500.00	0.00	1,500.00
Interest	5/1/2019	3133EHM91	0.00	FFCB 2.08 11/1/2022		0.00	10,400.00	0.00	10,400.00
Interest	5/1/2019	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	604.11	0.00	604.11
Interest	5/1/2019	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	654.45	0.00	654.45
Interest	5/3/2019	594918BG8	0.00	Microsoft Corp 2 11/3/2020-20		0.00	5,000.00	0.00	5,000.00
Interest	5/3/2019	594918BH6	0.00	Microsoft Corp 2.65 11/3/2022-22		0.00	6,625.00	0.00	6,625.00
Interest	5/3/2019	3133EGC78	0.00	FFCB 1.49 5/3/2021-17		0.00	7,450.00	0.00	7,450.00
Interest	5/3/2019	02587CEM8	0.00	American Express Bank, FSB 2.35 5/3/2022		0.00	2,855.09	0.00	2,855.09
Interest	5/3/2019	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	322.19	0.00	322.19
Interest	5/4/2019	29976DW48	0.00	EVERBANK 1.3 11/4/2019		0.00	1,579.41	0.00	1,579.41
Interest	5/5/2019	31926GAL4	0.00	First Bank of Greenwich 3 11/8/2020		0.00	606.58	0.00	606.58
Interest	5/5/2019	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	573.04	0.00	573.04
Interest	5/5/2019	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	287.67	0.00	287.67





## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2019, End Date: 5/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/6/2019	254672NC8	0.00	DISCOVER BK GREENWOOD DEL 1.9 5/6/2020		0.00	2,308.37	0.00	2,308.37
Interest	5/6/2019	3135G0K69	0.00	FNMA 1.25 5/6/2021		0.00	4,687.50	0.00	4,687.50
Interest	5/8/2019	61760ARS0	0.00	Morgan Stanley Private Bank 3.55 11/8/2023		0.00	4,313.01	0.00	4,313.01
Interest	5/9/2019	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	706.07	0.00	706.07
Interest	5/10/2019	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	716.30	0.00	716.30
Interest	5/10/2019	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	412.81	0.00	412.81
Interest	5/11/2019	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	322.19	0.00	322.19
Interest	5/12/2019	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	532.11	0.00	532.11
Interest	5/13/2019	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	603.74	0.00	603.74
Interest	5/13/2019	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	583.27	0.00	583.27
Interest	5/13/2019	037833BF6	0.00	Apple Inc 2.7 5/13/2022-15		0.00	6,750.00	0.00	6,750.00
Interest	5/14/2019	88563LAG2	0.00	Three Rivers Federal Credit Union 2.8 11/14/2019		0.00	573.04	0.00	573.04
Interest	5/14/2019	06251AV31	0.00	Bank Hapoalim B.M. 3.5 11/14/2023		0.00	4,252.26	0.00	4,252.26
Interest	5/14/2019	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	533.63	0.00	533.63
Interest	5/15/2019	717081DL4	0.00	Pfizer Corp 2.1 5/15/2019-14		0.00	5,250.00	0.00	5,250.00
Interest	5/15/2019	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	695.84	0.00	695.84
Interest	5/15/2019	06406HBM0	0.00	Bank of New York Mellon 5.45 5/15/2019		0.00	13,625.00	0.00	13,625.00
Interest	5/15/2019	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	362.47	0.00	362.47
Interest	5/15/2019	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	583.27	0.00	583.27
Interest	5/15/2019	68389XBB0	0.00	Oracle Corp 2.5 5/15/2022-15		0.00	6,250.00	0.00	6,250.00
Interest	5/15/2019	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	613.97	0.00	613.97
Interest	5/15/2019	91412HDG5	0.00	University of California 2.836 5/15/2020-18		0.00	3,403.20	0.00	3,403.20
Interest	5/15/2019	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	604.11	0.00	604.11
Interest	5/15/2019	19416QEL0	0.00	Colgate-Palmolive 2.25 11/15/2022-17		0.00	5,625.00	0.00	5,625.00
Interest	5/16/2019	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	675.37	0.00	675.37
Interest	5/17/2019	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	322.19	0.00	322.19



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2019, End Date: 5/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/17/2019	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	422.88	0.00	422.88
Interest	5/18/2019	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	412.81	0.00	412.81
Interest	5/18/2019	59161YAA4	0.00	Metro Credit Union 2.95 7/17/2020		0.00	603.74	0.00	603.74
Interest	5/19/2019	909557HX1	0.00	United Bankers Bank 3 9/21/2020		0.00	613.97	0.00	613.97
Interest	5/19/2019	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	675.37	0.00	675.37
Interest	5/19/2019	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	473.22	0.00	473.22
Interest	5/20/2019	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	716.30	0.00	716.30
Interest	5/20/2019	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	583.27	0.00	583.27
Interest	5/21/2019	49254FAC0	0.00	Keesler Federal Credit Union 3.1 12/21/2020		0.00	634.44	0.00	634.44
Interest	5/22/2019	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	583.27	0.00	583.27
Interest	5/22/2019	90352RAC9	0.00	USAlliance Federal Credit Union 3 8/20/2021		0.00	604.11	0.00	604.11
Interest	5/22/2019	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	573.04	0.00	573.04
Interest	5/23/2019	33715LBE9	0.00	First Technology Federal Credit Union 2.3 8/23/201		0.00	463.15	0.00	463.15
Interest	5/24/2019	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	624.25	0.00	624.25
Interest	5/24/2019	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	706.07	0.00	706.07
Interest	5/25/2019	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	613.97	0.00	613.97
Interest	5/25/2019	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	402.74	0.00	402.74
Interest	5/25/2019	3136G4GG2	0.00	FNMA 1.5 5/25/2021-17		0.00	7,500.00	0.00	7,500.00
Interest	5/26/2019	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	332.26	0.00	332.26
Interest	5/26/2019	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	521.88	0.00	521.88
Interest	5/26/2019	17284C4F8	0.00	CIT BK SALT LAKE CITY 2.25 11/26/2019		0.00	2,733.60	0.00	2,733.60
Interest	5/26/2019	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	302.05	0.00	302.05
Interest	5/26/2019	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	532.11	0.00	532.11
Interest	5/27/2019	3136G32J3	0.00	FNMA 1.25 11/27/2019-17		0.00	7,812.50	0.00	7,812.50
Interest	5/27/2019	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	573.04	0.00	573.04
Interest	5/27/2019	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	302.05	0.00	302.05



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2019, End Date: 5/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/28/2019	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	543.70	0.00	543.70
Interest	5/28/2019	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	312.12	0.00	312.12
Interest	5/28/2019	20451PVY9	0.00	Compass Bank 3.1 11/30/2020		0.00	3,781.66	0.00	3,781.66
Interest	5/28/2019	85916VBY0	0.00	STERLING BANK 1.7 7/26/2019		0.00	342.33	0.00	342.33
Interest	5/28/2019	3136G33W3	0.00	FNMA 1.5 5/28/2021-17		0.00	7,500.00	0.00	7,500.00
Interest	5/28/2019	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	675.37	0.00	675.37
Interest	5/29/2019	72247PAC0	0.00	Pine Bluff Cotton Belt FCU 2.8 8/31/2020		0.00	563.84	0.00	563.84
Interest	5/29/2019	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	432.95	0.00	432.95
Interest	5/29/2019	856283G59	0.00	State Bank of India-Chicago IL 3.6 11/29/2023		0.00	4,373.75	0.00	4,373.75
Interest	5/30/2019	20369AAG5	0.00	Community Credit Union of Lynn 3.1 11/30/2020		0.00	3,781.66	0.00	3,781.66
Interest	5/30/2019	3137EADG1	0.00	FHLMC 1.75 5/30/2019		0.00	8,750.00	0.00	8,750.00
Interest	5/31/2019	CAMP60481	0.00	California Asset Management Program LGIP		0.00	25,823.29	0.00	25,823.29
Interest	5/31/2019	3135G0F73	0.00	FNMA 1.5 11/30/2020		0.00	7,500.00	0.00	7,500.00
Interest	5/31/2019	17286TAC9	0.00	Citadel Federal Credit Union 3 10/30/2020		0.00	613.97	0.00	613.97
Interest	5/31/2019	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	644.38	0.00	644.38
Interest	5/31/2019	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	719.03	0.00	719.03
Interest	5/31/2019	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	671.30	0.00	671.30
Interest	5/31/2019	812541AA8	0.00	Seasons Federal Credit Union 3 10/30/2020		0.00	613.97	0.00	613.97
Interest	5/31/2019	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	10,163.98	0.00	10,163.98
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>213,144.29</b>		<b>213,144.29</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>213,144.29</b>		<b>213,144.29</b>
<b>Sell Transactions</b>									
Matured	5/1/2019	611583CP8	150,000.00	Monrovia CA Redev Agy 2 5/1/2019	0.00	150,000.00	0.00	0.00	150,000.00
Matured	5/15/2019	717081DL4	500,000.00	Pfizer Corp 2.1 5/15/2019-14	0.00	500,000.00	0.00	0.00	500,000.00
Matured	5/15/2019	06406HBM0	500,000.00	Bank of New York Mellon 5.45 5/15/2019	0.00	500,000.00	0.00	0.00	500,000.00
Matured	5/30/2019	3137EADG1	1,000,000.00	FHLMC 1.75 5/30/2019	0.00	1,000,000.00	0.00	0.00	1,000,000.00
<b>Subtotal</b>			<b>2,150,000.00</b>			<b>2,150,000.00</b>	<b>0.00</b>		<b>2,150,000.00</b>



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2019, End Date: 5/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Withdraw	5/1/2019	CAMP60481	3,000,000.00	California Asset Management Program LGIP	0.00	3,000,000.00	0.00	0.00	3,000,000.00
Withdraw	5/1/2019	CAMP60481	4,000,000.00	California Asset Management Program LGIP	0.00	4,000,000.00	0.00	0.00	4,000,000.00
Withdraw	5/10/2019	CAMP60481	500,000.00	California Asset Management Program LGIP	0.00	500,000.00	0.00	0.00	500,000.00
Withdraw	5/29/2019	CAMP60481	1,000,000.00	California Asset Management Program LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	5/31/2019	OAKVALLEY0670	16,052,636.65	Oak Valley Bank Cash	0.00	16,052,636.65	0.00	0.00	16,052,636.65
<b>Subtotal</b>			<b>24,552,636.65</b>			<b>24,552,636.65</b>	<b>0.00</b>		<b>24,552,636.65</b>
<b>Total Sell Transactions</b>			<b>26,702,636.65</b>			<b>26,702,636.65</b>	<b>0.00</b>		<b>26,702,636.65</b>



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 9, 2019

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT** Authority to Hire at Step E - Social Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

The Social Services Department is seeking to fill a vacant Eligibility Specialist II position in the Eligibility Division. The department is requesting authorization to offer Alex Amador employment at Step E of the salary range (Range 59) for this position, based on his extensive experience in the field of public assistance eligibility.

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### RECOMMENDED ACTION:

Grant the Director of Social Services the authority to fill an Eligibility Specialist II (Range 59) at Step E.

---

### FISCAL IMPACT:

The cost for this position is primarily paid for with state and federal Social Services funds. The fiscal year 2019-20 fiscal impact will be approximately \$92,022, consisting of \$53,751 in salary and up to \$38,271 in benefits, which amounts are included in the Recommended Budget.

---

**CONTACT NAME:** Francie Avitia

**PHONE/EMAIL:** 7609241789 / favitia@mono.ca.gov

---

### SEND COPIES TO:

Kathy Peterson, DSS

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[staff report](#)

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#### History

**Time**

7/5/2019 12:20 PM

**Who**

County Administrative Office

**Approval**

Yes

6/26/2019 11:06 AM

County Counsel

Yes

7/5/2019 9:01 AM

Finance

Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



To: Mono County Board of Supervisors  
From: Kathy Peterson, Social Services Director *KP*  
Date: June 18, 2019  
Re: Authority to hire at Step E

**Recommended Action:**

Grant the Director of Social Services the authority to fill an Eligibility Specialist II (Range 59) at Step E.

**Fiscal Impact:**

The cost for this position is primarily paid for with state and federal Social Services funds. The fiscal year 2019-20 fiscal impact will be approximately \$92,022 consisting of \$53,751 in salary and up to \$38,271 in benefits.

**Discussion:**

The Social Services Department is seeking to fill a vacant Eligibility Specialist II position in the Eligibility Division. A recruitment was conducted by the Department of Social Services and interviews were held on June 13, 2019. Candidate Alex Amador was selected for employment.

Mr. Amador currently works for Los Angeles County Department of Public Social Services as an Eligibility Worker II; a position he has held since 2014. In this role, Mr. Amador determines eligibility for public assistance programs which requires him to review and analyze financial and eligibility information, and understand and implement all associated federal and state regulations. Mr. Amador currently manages an ongoing caseload of 3,000 cases.

As an experienced Eligibility Worker, Mr. Amador will not require extensive, out-of-county Eligibility Induction training which takes 3 months, nor the in-house training and monitoring that is normally provided to new recruits before they begin to work independently with clients. This will be a considerable savings for the department.

Typically, a new employee is placed at Step A of a given salary range. In accordance with the Mono County Personnel System (MCPE), Board of Supervisors approval is required when an employee is hired above Step A. Given Mr. Amador's experience and qualifications, the department is requesting authorization to offer him employment at Step E of the salary range (Range 59) for this position.



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Eastside Lane Rehabilitation Project  
(Phase 1) - Authorization to Bid

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### **AGENDA DESCRIPTION:**

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

This project will rehabilitate failing asphalt pavement on a portion of Eastside Lane in Walker, CA between the intersections of Offal Road and Cunningham Lane.

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### **RECOMMENDED ACTION:**

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

---

### **FISCAL IMPACT:**

\$1,649,830 is programmed for this project in the State Transportation Improvement Program (STIP). 88.53 percent is funded with STIP federal funds and 11.47 percent is a local match funded with Caltrans Toll Credits. Exact costs will be based on actual bids.

---

**CONTACT NAME:** Chad Senior

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

---

### **SEND COPIES TO:**

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### **MINUTE ORDER REQUESTED:**

YES  NO

---

### **ATTACHMENTS:**

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Project Manual</a>
<input type="checkbox"/> <a href="#">Project Plans</a>

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History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/5/2019 12:21 PM	County Administrative Office	Yes
7/3/2019 3:03 PM	County Counsel	Yes
7/5/2019 9:02 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** July 9, 2019

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Chad Senior, Associate Engineer

**Re:** Authorization to Bid the Eastside Lane Rehabilitation Project – Phase 1; Project No. RSTPL-5947(056)

## **Recommended Action:**

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

## **Fiscal Impact:**

\$1,649,830 is programmed for this project in the State Transportation Improvement Program (STIP). 88.53 percent is funded with STIP federal funds and 11.47 percent is a local match funded with Caltrans Toll Credits. Exact costs will be based on actual bids.

## ***Strategic Plan Focus Area: Infrastructure, Environmental Sustainability***

## **Background:**

This project was previously approved in the latest 5-year Road Capital Improvement Program. This project will rehabilitate failing asphalt pavement on a portion of Eastside Lane in Walker, CA between the intersections of Offal Road and Cunningham Lane. The base bid for the project begins road rehabilitation at the Offal Road intersection and continues north on Eastside Lane for 1.3 miles. Project bid alternates are included for work to extend the road rehabilitation 0.5 miles to the Cunningham Lane intersection. The existing asphalt concrete will be recycled in-place for reuse on this project by implementing full-depth reclamation (FDR). This road rehabilitation treatment provides environmental sustainability by reducing the use of natural resources and minimizing fuel consumption, greenhouse gas emissions, and waste disposal.

The project was approved by the California Transportation Commission (CTC) at the May 15, 2019 meeting. Public works has received an authorization to proceed (E-76) from the federal government on June 19, 2019 to bid this project and proceed with construction. Upon obtaining Board of Supervisor approval, the project will be advertised for bid on Mono County's Bid Management System for completion during the 2019 construction season. The project manual (contract documents, special provisions, technical specifications, project plans, etc.) is attached to this staff report for Board reference.

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

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

Please contact me at 760.924.1812 or by email at [csenior@mono.ca.gov](mailto:csenior@mono.ca.gov) if you have any questions regarding this project.

Respectfully submitted,



---

Chad Senior,  
Associate Engineer

Attachments: Project Manual  
Project Plans

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

**MONO COUNTY, CALIFORNIA**



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

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works

Post Office Box 457

74 North School Street

Bridgeport, California 93517

760.932.5440

**March 2019**

**OPTIONAL PRE-BID CONFERENCE:**

**11:00 am, Wednesday July 10, 2019**

Public Works Conference Room

74 North School Street

Bridgeport, California 93517

**BID SUBMITTAL DEADLINE:**

**3:00 pm, Wednesday July 17, 2019**

Clerk of the Board of Supervisors

74 North School Street / P.O. Box 237

Bridgeport, California 93517

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# **CERTIFICATION PAGE**

*County of Mono, Department of Public Works*

***Eastside Lane Rehabilitation Project***

***Project No. RSTPL-15947(056)***

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



**APPROVED BY:**

A handwritten signature in blue ink that reads "Garrett Higerd". The signature is written in a cursive style and is positioned above a horizontal line.

*(Signature)*

**March 4, 2019**

*Date*

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

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Project No. RSTPL-15947(056)*

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# SECTION I



## INVITATION FOR BIDS

**Eastside Lane Rehabilitation Project**

**RSTPL-I5947(056)**

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

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

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

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

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

In accordance with Public Contract Code section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

The Project and all work must be completed within **30 working days** from the date of issuance of the Notice to Proceed.

An **optional** pre-bid conference and site visit will be held at the County's Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. The meeting is scheduled for **11:00 am Wednesday July 10, 2019**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **3:00 pm Wednesday July 17, 2019 (“Bid Submission Deadline”)**.

As soon thereafter as is practicable, all bids received by the Clerk as of the Bid Submission Deadline will be taken to the Department of Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



---

Chad Senior  
Associate Engineer  
Mono County Department of Public Works

COUNTY OF MONO, DEPARTMENT OF  
PUBLIC WORKS**INSTRUCTIONS TO BIDDERS**EASTSIDE LANE REHABILITATION PROJECT  
Project No. RSTPL-I5947(056)**1. SECURING BID DOCUMENTS**

The Project Manual, which includes the Invitation for Bids, Instructions to Bidders, Proposal Forms, Sample Standard Agreement, Technical Specifications, Construction Quality Assurance Program, and Project Plans provide in detail the requirements for the Project. The Project Manual is available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov/> and click on “view details” to the right of the name of the Project in the RFP/RFQ/RFB Title list. This page shows the Project summary, status, bid due date, up-to-date plan-holders list, and supporting documents. If you would like to be added to the plan-holder list and receive email notices when addenda are posted, click “Click here to create a new user account.” After registering your company, click “Add me to the Plan-holder List.” You can ask questions about the Project by clicking “Ask a question about this solicitation.” If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or [publicworks@mono.ca.gov](mailto:publicworks@mono.ca.gov).

**2. PRE-BID CONFERENCE**

An **optional** pre-bid conference and site visit will be held at the Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. The meeting is scheduled for **11:00 am, Wednesday, July 10, 2019**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

**3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS**

- A. For information not provided in the Project Manual, bidders shall refer to the Standard Plans or Standard Specifications.
- B. Should bidders find discrepancies in, ambiguities, or omissions from, the Project Manual, or should there be any doubt as to their meaning, they shall at once notify the Director of the Department of Public Works and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on the Mono County Bid Management System. Failure to raise any such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract. In the event that written addenda or bulletins of instructions are issued, all bidders will be required to acknowledge that they have reviewed and considered such addenda or bulletins in formulating their bids.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual, and a submission of a bid constitutes agreement by a bidder that its representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder’s attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

#### 4. APPROXIMATE QUANTITIES

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

#### 5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Eastside Lane Rehabilitation Project Proposal Forms ("Proposal Forms") contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.
- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (contained herein on pages **BD-1 through BD-30**) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. Consequently, the County has developed a base project and two additive alternatives. After bid opening, the County will determine available funding and accordingly select a project (with or without the additive alternatives) for construction; and, if it chooses to do so, the County will award a contract for construction of that project. For purposes of comparing bids and determining the apparent low bidder, however, the County will use the amount entered as the "**Bidder's Grand Total**" on page **BD-4**.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidences that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- F. Bidders' attention is directed to the insurance and bond requirements described below and as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.

- G. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning Buy America, Disadvantaged Business Enterprises, employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. This Project is subject to Disadvantaged Business Enterprise (DBE) requirements. Mono County has calculated a **DBE goal of 9 percent**. Each bidder shall complete Exhibit 15-G, Construction Contract DBE Commitment form on page BD-25 and Exhibit 15-H, Proposer/Contractor Good Faith Efforts on page BD-27. Bidders are recommended to submit Exhibit 15-H even if you indicate on Exhibit 15-G that you will meet the proposed DBE requirement. Exhibit 15-H protects the bidder's eligibility for award of the contract if Mono County determines that the bidder failed to meet the DBE goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error. Exhibit 15-H shall be submitted to the County within five (5) business days from bid opening.
- I. Proposal Forms (contained herein on pages **BD-1 through BD-30** and bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **EASTSIDE LANE REHABILITATION PROJECT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.
- J. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Wednesday, July 17, 2019** ("Bid Submission Deadline"). Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- K. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

#### 6. MODIFICATION OF BID

A bidder may modify its bid by written communication provided such communication is received by the Clerk of the Board of Supervisors up to, but not later than, the Bid Submission Deadline described above Paragraph 5.I. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

#### 7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the Bid Submission Deadline described above in Paragraph 5.I. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided



below. Negligence on the part of the bidder in preparing the bid shall not entitle the bidder to withdraw the bid subsequent to the County opening bid proposals.

#### 8. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier's check or bidder's bond in an amount of at least 10 percent (10%) of their respective bids made payable to the County of Mono. This bidder's bond or bid security shall be given as a guarantee that the bidder will enter into a contract if awarded, and may be forfeited by the successful bidder and retained by the County if the bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within five (5) calendar days after provision by the County of a complete and final contract for execution by successful bidder.
- B. The successful bidder will be required to furnish a labor and materials bond (also known as a "payment bond") in an amount equal to 100 percent (100%) of the contract price, and a faithful performance bond in an amount equal to 100 percent (100%) of the contract price. In addition, the successful bidder, as the Contractor, will be required to furnish a one-year warranty bond upon project completion, pursuant to the requirements in the Sample Standard Agreement. Only surety bonds issued by an admitted surety insurer, as defined in the Sample Standard Agreement, will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included in this Project Manual.
- C. The Contract Documents include a Sample Standard Agreement, which the successful bidder, as the Contractor, will be required to execute, and the insurance and bonds, which the Contractor will be required to furnish.
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Contract Documents, may be made without securing the consent of the surety or sureties on the contract bonds.

#### 9. OPENING OF BIDS

As soon after the Bid Submission Deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bid received after the Bid Submission Deadline will be returned to the bidder unopened.

#### 10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted, to the identified Bidder (copied to all Bidders); and agendize the matter for review by the Board of Supervisors. The Board of Supervisors shall determine whether to proceed to contract award or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. If the Board of Supervisors elects to proceed to contract award, it will approve and authorize execution of a contract with the successful bidder. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

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

## 11. BID PROTEST PROCEDURE

Bidders may file a protest in accordance with the directions provided herein with respect to the apparent low bid, any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low bidder, or of any other bidder.

The bid protest period shall commence immediately upon the County's issuance of the Notice of Intent to Award the contract and shall remain open until 4:30 PM of the fifth (5th) business day following the date of the Notice of Intent to Award the contract ("Bid Protest Deadline"). All bid protests must be received by the County, as described in this Paragraph 11, by the Bid Protest Deadline. Postmarks will not be accepted. Failure to timely file a written protest by the Bid Protest Deadline shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bidders may submit protests to the County by mail, facsimile (fax), or electronically. Protests submitted by mail (USPS, UPS, FedEx, Golden State Overnight, etc.) must be addressed and delivered to the Clerk of the Board of Supervisors, c/o Mono County Department of Public Works, Attn: Chad Senior, 74 North School Street, Post Office Box 237, Bridgeport, California, 93517. Protests submitted by facsimile (fax) must be sent to 760.932.5441. Protests submitted electronically should be emailed to Chad Senior at [csenior@mono.ca.gov](mailto: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](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) and on file at the office of the Department of Public Works, located at 74 North School Street, Bridgeport, California, 93517, and are available to any interested party upon request. These wages are not included in any part or section of the Project Manual. Changes, if any, to prevailing wage rates will be available at the same location.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless exempt under Labor Code section 1771.1). This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

## 20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The Project and all related work shall be completed within **30 working days** from the date of issuance of the Notice to Proceed. By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

**PROPOSAL FORMS**



**EASTSIDE LANE REHABILITATION PROJECT**

**Project No. RSTPL-I5947(056)**



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**PROPOSAL FORMS**

**EASTSIDE LANE REHABILITATION PROJECT**

Project No. RSTPL-I5947(056)

Proposal of \_\_\_\_\_ (“Bidder”), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_ (e.g., “a partnership;” “a corporation;” “a sole proprietor”), as applicable to the County of Mono, (“County”). This bid proposal consists of the attached pages **BD-1 through BD-30**.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the **EASTSIDE LANE REHABILITATION PROJECT** (“Project”) in strict accordance with the Project Manual, which include the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Construction Quality Assurance Program, Agreement, any applicable addenda issued by the County’s Department of Public Works, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the Project and related work contemplated in the Project Manual and described in any contract executed pursuant to this Invitation for Bids.

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

Bidder hereby agrees to commence work on the Project pursuant to any contract executed pursuant to this Invitation for Bids on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 30 working days from the date of issuance of the Notice to Proceed**, pursuant to the provisions specified in any contract executed pursuant to this Invitation for Bids.

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

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the for questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder’s Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Office Telephone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contractor’s Calif. License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Mono County Business License. No.: \_\_\_\_\_

Name of Company Officer: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

(Add seal if by a corporation)

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**BID SCHEDULE**  
**Eastside Lane Rehabilitation Project**  
**Project No. RSTPL-I5947(056)**

Contractor's Name: \_\_\_\_\_

Eastside Lane Rehabilitation Sta 30+00 to Sta 97+00			Base Bid			A
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
A1	8	Mobilization	1	LS		
A2	13	Water Pollution Control, including SWPPP Prep.	1	LS		
A3	12	Traffic Control, including Traffic Control Plan	1	LS		
A4	14	Contractor-Supplied Biologist	174	Hour		
A5	22, 30	Grind / Pulverize Existing Roadbed	18015	SY		
A6	39	Hot Mix Asphalt (3-inch)	3040	Ton		
A7	19	Shoulder Backing (AC Grindings)	11448	LF		
A8	19	Shoulder Backing (Import)	2000	LF		
A9	84	Centerline (Paint)	6700	LF		
A10	84	4" Right-Edgeline (Paint)	13400	LF		
A11	66	18" CMP Culvert (Extension)	6	LF		
A12	70	Metal Flared End Section (18" CMP)	5	EA		
A13	70	Metal Flared End Section (24" CMP)	6	EA		
A14	82	Bike Sign - double (W11-1, W16-1)	2	EA		
<b>Eastside Lane Rehabilitation Sta 30+00 to Sta 97+00 - Base Bid - A</b>						<b>- Subtotal:</b>

Eastside Lane Rehabilitation Sta 97+00 to Sta 109+50			Alternate Bid			B
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
B1	8	Mobilization	1	LS		
B2	13	Water Pollution Control, including SWPPP Prep.	1	LS		
B3	12	Traffic Control, including Traffic Control Plan	1	LS		
B4	14	Contractor-Supplied Biologist	33	Hour		
B5	22, 30	Grind / Pulverize Existing Roadbed	3333	SY		
B6	39	Hot Mix Asphalt (3-inch)	563	Ton		
B7	19	Shoulder Backing (AC Grindings)	2100	LF		
B8	19	Shoulder Backing (Import)	400	LF		
B9	84	Centerline (Paint)	1250	LF		
B10	84	4" Right-Edgeline (Paint)	2500	LF		
B11	70	Metal Flared End Section (24" CMP)	2	EA		
<b>Eastside Lane Rehabilitation Sta 97+00 to Sta 109+50 - Alternate Bid - B</b>						<b>- Subtotal:</b>

**BID SCHEDULE**

**Eastside Lane Rehabilitation Project**

**Project No. RSTPL-I5947(056)**

Contractor's Name: \_\_\_\_\_

Eastside Lane Rehabilitation Sta 109+50 to Sta 122+00			Alternate Bid			C
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
C1	8	Mobilization	1	LS		
C2	13	Water Pollution Control, including SWPPP Prep.	1	LS		
C3	12	Traffic Control, including Traffic Control Plan	1	LS		
C4	14	Contractor-Supplied Biologist	33	Hour		
C5	22, 30	Grind / Pulverize Existing Roadbed	3734	SY		
C6	39	Hot Mix Asphalt (3-inch)	630	Ton		
C7	19	Shoulder Backing (AC Grindings)	2504	LF		
C8	84	Centerline (Paint)	1250	LF		
C9	84	4" Right-Edgeline (Paint)	2500	LF		
C10	84	Stop Bar (Paint)	1	EA		
C11	84	"STOP" Marking (Paint)	1	EA		
C12	82	Bike Sign - double (W11-1, W16-1)	2	EA		
C13	82	Side Road Ahead Sign (W2-2L)	1	EA		
<b>Eastside Lane Rehabilitation Sta 109+50 to Sta 122+00 - Alternate Bid - C</b>						<b>- Subtotal:</b>

<p><b>BIDDER'S GRAND TOTAL*</b></p> <p><b>(Includes BASE BID A and BID ALTERNATES B and C)</b></p> <p><b>*COUNTY WILL USE THIS TOTAL TO COMPARE BIDS AND DETERMINE APPARENT LOW BIDDER. NOTE, COUNTY SHALL RESERVE RIGHT TO CHOOSE AND CONSTRUCT THE BASE BID WITH OR WITHOUT THE ADDITION OF ALTERNATIVE BID B OR ALTERNATIVE BID C.</b></p>	
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**EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1**

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

Listed hereinafter are the names and addresses of all subcontractors who will be employed in the completion of project work and the type of work that each will perform if the contract is awarded to the undersigned Bidder. In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one-half of one percent (0.5%) of my total bid, or ten thousand dollars (\$10,000), whichever is greater. As to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the Act.

Notes:

- A. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.
- B. Vendors or suppliers that will be providing materials only need not be listed.
- C. If further space is required, copies of this sheet or additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the proposal. Fillable pdf forms of this exhibit are available for download at: <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter12/12b.pdf>
- D. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	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.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.

Distribution: Original-Local Agency File

COUNTY OF MONO, DEPARTMENT  
OF PUBLIC WORKS

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

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the bidder shall list all subcontractors who provided a quote or bid, but **were not selected** to participate as a subcontractor on this project.

If further space is required, copies of this sheet or additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the proposal. Fillable pdf forms of this exhibit are available for download at: <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter12/12b.pdf>

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts				
				License Number	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**

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

## **RECEIPT OF ADDENDA**

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

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

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

## **ACKNOWLEDGEMENT OF SITE VISIT**

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

Eastside Lane:       Yes       No

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



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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS  
**DISCLOSURES AND CERTIFICATIONS**  
EASTSIDE LANE REHABILITATION PROJECT  
Project No. RSTPL-I5947(056)

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

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats.1985), the Bidder shall complete the following questionnaire under penalty of perjury:

**PUBLIC CONTRACT CODE SECTION 10285.1 QUESTIONNAIRE**

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of any "public works contract," as defined in Public Contract Code Section 1101, with any "public entity," as defined in Public Contract Code Section 1100, the Regents of the University of California, or the Trustees of the California State University? The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 102985.1.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

**PUBLIC CONTRACT CODE 10232 STATEMENT**

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

Note: The above Questionnaires and Statement are a part of the Proposal. Signing on the signature portion of this Proposal shall also constitute signature of this Questionnaire and Statement, and the Bidder declares under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**WORKERS' COMPENSATION CERTIFICATION**

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

**NON-COLLUSION AFFIDAVIT**

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

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

Note: The above Workers' Compensation Certification and Non-Collusion Affidavit are a part of the Proposal. Signing on the signature portion of this Proposal constitutes signature on the above certification and affidavit, and the Bidder declares under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

- A. The bidder hereby certifies that he (as the contractor) and all subcontractors agree to conform to the equal opportunity clauses required by Executive Orders 10925, 11114, and 11246, as well as 41 CFR 60-1.4 (Equal Opportunity Clause).
- B. The bidder certifies that within 30 days of the award of the contract, as required, the contractor and subcontractors will file an "Equal Employment Opportunity Employer Information Report EEO-1 (SF-100)" with the U.S. Department of Labor and, annually thereafter, file the same report with the U.S. Department of Labor by March 31. (If your company has filed one of these reports this year, you do not have to comply with the 30-day regulation). Refer to [https://www.eeoc.gov/employers/eeo1survey/upload/instructions\\_form.pdf](https://www.eeoc.gov/employers/eeo1survey/upload/instructions_form.pdf) for filing requirements (SF-100).
- C. The contractor and all subcontractors shall certify that prior reports have been filed under the applicable filing requirements as follows:
  - a. Contractor/Subcontractor has held previous contracts where EEO provisions were in force.  
Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes, answer question 2 also)
  - b. Contractor/Subcontractor has filed all "required" reports for these previous contracts.  
Yes \_\_\_\_\_ No \_\_\_\_\_

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to Executive Orders 10925, 11114, and 11246 and that have not filed reports when required should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor (and/or subcontractor) submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director of the U.S. Department of Labor's Office of Federal Contract Compliance.

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

- D. This certification is required by the Equal Employment Opportunity Regulations of the Secretary of the Department of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or less are exempt).
- E. Contractor/Subcontractor certifies that he is not currently in receipt of any outstanding letters of deficiency, show cause, probable cause, or other such Notification of Non-compliance with EEO regulations.
- F. A compliance certificate in conformance with this section is not required at time of bid, but each subcontractor must provide this certificate to the County prior to execution of any contract issued pursuant to this IFB. If available, subcontractor certificates may be supplied at time of bid. Subcontractor signature below certifies Equal Employment Opportunity compliance. Each subcontractor shall answer the questions in Item C above and sign a copy of this page.

\_\_\_\_\_  
Subcontractor Name

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Date

Note: This Certificate constitutes a part of the proposal, and the contractor's signature on the signature portion of the proposal constitutes the Contractor's "Equal Employment Opportunity Compliance Certificate" and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

**DEBARMENT AND SUSPENSION CERTIFICATION**

## TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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**DISCLOSURE OF LOBBYING ACTIVITIES**  
 COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract                  b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application                  b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial                  b. material change</p> <p><b>For Material Change Only:</b>                  year ____ quarter ____                  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee                  Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p align="center">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p align="center">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b>                  (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)                  (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></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><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____                  value _____</p>		
<p><b>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:</b></p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:    Yes <input type="checkbox"/>    No <input type="checkbox"/></b></p>		
<p><b>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.</b></p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only:</b></p>		
<p>Authorized for Local Reproduction                  Standard Form - LLL</p>		



## INSTRUCTIONS FOR COMPLETION OF STANDARD FORM - LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

## **BIDDER'S QUALIFICATION STATEMENT**

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

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

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

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

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

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

Previous Work History: This Qualifications Statement includes a form titled "Experience on Completed or Ongoing Projects." Please use this form to detail the work that the firm has performed within the last three (3) years. A minimum of three (3) successfully-completed general civil and/or 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. Full Depth Reclamation                |
| <input type="checkbox"/> 2. Concrete                                | <input type="checkbox"/> 14. Asphalt Concrete Reconstruction       |
| <input type="checkbox"/> 3. Hot Mix Asphalt Design                  | <input type="checkbox"/> 15. Tack Coat Placement                   |
| <input type="checkbox"/> 4. Hot Mix Asphalt Paving                  | <input type="checkbox"/> 16. Utility Placement & Trenching         |
| <input type="checkbox"/> 5. Roadway Grinding & Pulverization        | <input type="checkbox"/> 17. Traffic Control                       |
| <input type="checkbox"/> 6. Roadway Subgrade Stabilization          | <input type="checkbox"/> 18. SWPPP Preparation                     |
| <input type="checkbox"/> 7. Pavement Grid Interlayer Installation   | <input type="checkbox"/> 19. Roadway Sign Placement                |
| <input type="checkbox"/> 8. Chip Sealing                            | <input type="checkbox"/> 20. Roadway Paint Striping                |
| <input type="checkbox"/> 9. Hot Mix Asphalt Overlays                | <input type="checkbox"/> 21. Roadway Paint Markings                |
| <input type="checkbox"/> 10. Stress Absorbing Membrane Interlayer   | <input type="checkbox"/> 22. Erosion Control Protection            |
| <input type="checkbox"/> 11. Asphalt Concrete Hot In-Place Recycle  | <input type="checkbox"/> 23. Roadway Culvert Installation / Repair |
| <input type="checkbox"/> 12. Asphalt Concrete Cold In-Place Recycle | <input type="checkbox"/> 24. Metal Fabrication and Welding         |

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

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

D. Use the following form on the next page to describe Bidder's experience on completed or ongoing projects over the last five (5) years. A separate sheet must be completed for each project; a minimum of three (3) projects are required.

PROJECT EXPERIENCE WITH ROADWAY REHABILITATION AND/OR ASPHALT RECONSTRUCTION PROJECTS

- Project Status:
- Project completed
  - Work in progress

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

\* Entity submitting proposal is considered "Contractor"

Facility / Project Name: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Project Owner: \_\_\_\_\_

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

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

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

Start Date:\_\_\_\_\_Scheduled Completion Date:\_\_\_\_\_Actual Completion Date:\_\_\_\_\_

Construction Manager / Project Manager:

Company:\_\_\_\_\_

Address:\_\_\_\_\_

Telephone:\_\_\_\_\_ email:\_\_\_\_\_

Contact Name:\_\_\_\_\_ Title: \_\_\_\_\_

Architect / Engineer:

Company:\_\_\_\_\_

Address:\_\_\_\_\_

Telephone:\_\_\_\_\_ email:\_\_\_\_\_

Contact Name:\_\_\_\_\_ Title: \_\_\_\_\_

Reference familiar with Contractor's performance:

Company:\_\_\_\_\_

Address:\_\_\_\_\_

Telephone:\_\_\_\_\_ email:\_\_\_\_\_

Contact Name:\_\_\_\_\_ Title: \_\_\_\_\_

Description of work performed by Contractor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**BID BOND**

*(MINIMUM 10% OF TOTAL BID AMOUNT)*

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

**EASTSIDE LANE REHABILITATION PROJECT (FEDERAL PROJECT NO. RSTPL-I5947(056))**

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

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

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

PRINCIPAL:

Executed on: \_\_\_\_\_

By: \_\_\_\_\_

(Seal of Corporation)

Title: \_\_\_\_\_

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

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



Any claims under this bond may be addressed to:

\_\_\_\_\_ (Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

(Attach notary acknowledgement)

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
(Attorney-in-Fact)

## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency:     Mono County          2. Contract DBE Goal:     9%    

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
<b>Local Agency to Complete this Section upon Execution of Award</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____				%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.  16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

**DISTRIBUTION:** 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.  
 3. Include additional copy with award package.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

(Fillable pdf Exhibit 15-G is available for download at  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter15/15g.pdf>)

### CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

### LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Award Amount** – Enter the contract award amount as stated in the executed contract.
26. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
30. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

## EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). RSTPL-I5947(056) Bid Opening Date July 19, 2019

The County of Mono established a Disadvantaged Business Enterprise (DBE) goal of 9 % 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:

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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:

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Fillable pdf Exhibit 15-H is available for download at  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter15/15h.pdf>

## **SECTION II**



### **SAMPLE STANDARD AGREEMENT**

### **Eastside Lane Rehabilitation Project**

**RSTPL-I5947(056)**



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**AGREEMENT BETWEEN COUNTY OF MONO AND**  
 Click here to enter text. **FOR THE CONSTRUCTION OF THE**  
**EASTSIDE LANE REHABILITATION PROJECT**  
**RSTPL-I5947(056)**

## INTRODUCTION

WHEREAS, the County of Mono ("County") may have the need for the Click here to enter text. services of Click here to enter text., of Click here to enter text. ("Contractor") (County and Contractor may be referred to individually as a "Party" and collectively as the "Parties"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties hereby agree as follows:

## TERMS AND CONDITIONS

### 1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in the Scope of Work set forth in Attachment A, attached hereto and by this reference incorporated herein, and in accordance with the Project Manual (including technical specifications) and Contractor's bid. Requests by County to Contractor to perform under this Agreement will be made by the Director of the Department of Public Works or an authorized representative thereof. Requests to Contractor for services or work to be performed under this Agreement will be based upon County's need for such services and work. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated herein by this reference:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other: Federal Minimum Wage Rates

In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern.

### 2. TERM

The term of this Agreement shall be from July 31, 2019, to July 31, 2020, unless sooner terminated as provided in this Agreement.

### 3. CONSIDERATION

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed Click here to enter text. dollars (\$Click here to enter text.), or Click here to enter text. dollars (\$Click here to enter text.) in any twelve-month period, plus (for public works contracts) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "Contract Limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, completed at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in Exhibit 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-nine

dollars (\$1,499.00).

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

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

#### **4. WORK SCHEDULE**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

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

#### **7. COUNTY PROPERTY**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## 8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

## 9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors.

### MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than Five Million dollars (\$5,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than Five Million dollars (\$5,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence / Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years

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after completion of contract work.

- Pollution Liability Insurance.** A policy of Comprehensive Contractor's Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.000) per claim or occurrence / Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. **Coverage and Provider Requirements.** Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days written notice to County.

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

D. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

## 10. STATUS OF CONTRACTOR

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

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

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

C. Contractor, its agents, officers and employees are, and at all times during the term of this



Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

## 11. DEFENSE AND INDEMNIFICATION

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

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

## 12. RECORDS AND AUDIT

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

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

## 13. NONDISCRIMINATION

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

## 14. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

## **15. ASSIGNMENT**

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

## **16. DEFAULT**

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

## **17. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

## **18. CONFIDENTIALITY**

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

## **19. CONFLICTS**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

## **20. POST-AGREEMENT COVENANT**

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

## **21. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county



statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION**

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

**23. AMENDMENT**

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

**24. NOTICE**

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

<p>If to County:</p> <p>Mono County Public Works Department  P.O. Box 457  Bridgeport, CA 93517  Phone: 760 932-5459</p>	<p>If to Contractor:</p> <p><a href="#">Click here to enter text.</a>  <a href="#">Click here to enter text.</a>  <a href="#">Click here to enter text.</a>  <a href="#">Click here to enter text.</a>  <a href="#">Click here to enter text.</a></p>
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**25. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**COUNTY OF MONO**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Taxpayer's Identification or Social Security Number: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

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# ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO AND**  
[Click here to enter text.](#) **FOR THE CONSTRUCTION OF**  
**THE EASTSIDE LANE REHABILITATION PROJECT**  
**RSTPL-I5947(056)**

**TERM:**

**FROM:** July 31, 2019

**TO:** July 31, 2020

**SCOPE OF WORK:**

County has selected, and Contractor shall construct, project bid item A (“Base Project”) and additive bid alternatives B and C.

The major work items of this the EASTSIDE LANE REHABILITATION PROJECT, Project No. RSTPL-I5947(056) (“Project”) are to rehabilitate the existing asphalt concrete on Eastside Lane between Offal Road and Cunningham Lane, install associated drainage structures, paint traffic markings, install roadway signs, and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project’s Invitations for Bids and the Contract Documents, including the Project Manual, Project Plans, the Standard Specifications and the Standard Plans (2015) issued by the California Department of Transportation, and the AASHTO Green Book (2018) as they may have been amended for County’s use.

Tasks performed in completing the Project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with County’s Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this Agreement, which documents are attached hereto and/or by this reference incorporated herein.

**SCHEDULE OF FEES:**

See Bid Schedule set forth in Attachment B of this Agreement and incorporated herein.

**WORK SCHEDULE:**

See Contract Documents, attached hereto and incorporated herein. Completion of site improvements shall be specified by the Department of Public Works in a Notice of Completion filed in the Office of the County Recorder.

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## ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO AND**  
**Click here to enter text. FOR THE CONSTRUCTION OF THE**  
**EASTSIDE LANE REHABILITATION PROJECT**  
**RSTPL-I5947(056)**

**TERM:**

**FROM:** July 31, 2019

**TO:** July 31, 2020

**SCHEDULE OF FEES:**

See Bid Schedule, attached hereto and incorporated herein as Attachment B2. The total project cost shall not exceed [Click here to enter text.](#) dollars ([\\$Click here to enter text.](#)), unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval and authorization to proceed, payment shall be made for any additional items or tasks not initially specified in Attachment A (Scope of Work) attached to the Agreement and incorporated herein.

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## **ATTACHMENT B2**

**AGREEMENT BETWEEN COUNTY OF MONO AND**  
Click here to enter text. **FOR THE CONSTRUCTION OF THE**  
**EASTSIDE LANE REHABILITATION PROJECT**  
**RSTPL-15947(056)**

### **BID SCHEDULE**



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# EXHIBIT 1

## AGREEMENT BETWEEN COUNTY OF MONO AND Click here to enter text. FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

### GENERAL CONDITIONS

#### SECTION 1. GENERAL

##### 1.1 DEFINITIONS AND TERMS.

Where the following terms are used in these General Conditions, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER** (or, **SURETY**): A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD**: The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY**: Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER**: A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT** (or, **CONTRACT DOCUMENTS**): The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of all attachments as well as all documents incorporated by reference and shall include, but is not limited to, the agreement, performance bond, labor and materials payment bond, any required insurance certificates, the project manual, any addenda issued to bidders, and the project plans.
- F. **CONTRACTOR**: The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM** (or, **PAY ITEM**): A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME**: The number of calendar days or working days, for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY**: The County of Mono, a political subdivision of the State of California.
- J. **DEPARTMENT**: The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.
- K. **ENGINEER**: The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 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 2015 State of California, Department of Transportation, Standard Specifications; and the Quality Assurance Program (QAP), the Contractor shall immediately notify the County. The County shall have the sole discretion to resolve any such conflict by deciding which document or provision shall govern.

## **SECTION 2. PERFORMANCE OF WORK**

### **2.1 USE OF PREMISES, HOURS OF WORK, CONTACT INFORMATION AND PUBLIC NOTIFICATION.**

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

NOTICE SHALL ADDITIONALLY BE PROVIDED TO THE FOLLOWING, OR AS FOLLOWS:

Mono County Sheriff's Department  
Southern CA Edison  
Mono County Fire / Rescue Department  
United States Bureau of Land Management

- F. Vehicular access – Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work that cannot be accomplished without access restriction.

## **2.2 OTHER PROJECTS.**

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate his work with that of other contractors.

## **2.3 PROTECTION OF PROPERTY.**

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these General Conditions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

In addition to its obligations pursuant to the Agreement to defend, indemnify, and hold the County harmless, the Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction and at no additional cost to the County.

It is the Contractor's responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor's presence, it will be the Contractor's responsibility to repair the damage to the County's satisfaction without cost to the County. If the Contractor does not repair the damage to the County's satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

## **2.4 ENVIRONMENTAL PROTECTION.**

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

## **2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.**

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

In accordance with Section 25914.1 et seq. of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, shall be performed by a person properly licensed to perform such work and shall be performed by separate contract if the presence of asbestos or hazardous substances is not disclosed in the bid documents.

## **2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.**

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor either to resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such work shall be covered by an appropriate contract modification (change order, amended or supplemental agreement).

# **SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS**

## **3.1 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

## **3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

## **3.3 APPLICABILITY TO SUBCONTRACTORS**

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the



Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

### **3.4 QUARTERLY DISCLOSURES**

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractor, or lower-tier contractor. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

## **SECTION 4. SUBCONTRACTORS**

### **4.1 SUBCONTRACTING.**

No subcontract releases the Contractor from the contract or relieves the Contractor of its responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the County of Mono may exercise the remedies provided under Public Contract Code § 4110 and may refer the violation to the Contractors State License Board as provided under Public Contract Code §4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, the Contractor shall immediately remove and not again use a subcontractor who fails to prosecute the Work satisfactorily.

If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

Payment for subcontracted work involved will be withheld from progress payments due or to become

due, until correction is made. Failure to comply may result in termination of the contract.

#### **4.2 PERFORMANCE OF SUBCONTRACTORS**

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

#### **4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.**

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance or noncompliance by a subcontractor.

#### **4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.**

Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

#### **4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.**

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

### **SECTION 5. PROJECT IMPLEMENTATION**

#### **5.1 PRE-CONSTRUCTION CONFERENCE.**

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory



completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

## **5.2 PROSECUTION AND PROGRESS.**

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

## **5.3 ORDER OF WORK.**

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

# **SECTION 6. PROJECT ADMINISTRATION**

## **6.1 GENERAL.**

**Changes and Extra Work:** The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

### **Control of Work:**

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

## **6.2 OMITTED ITEMS.**

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

## **6.3 CONTRACTOR REPRESENTATION.**

The County will not recognize any subcontractor on the work. The Contractor shall at all times when

work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

#### **6.4 CONTRACTOR PERSONNEL.**

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

#### **6.5 METHODS AND EQUIPMENT.**

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

#### **6.6 PARTIAL PAYMENTS.**

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

#### **6.7 FINAL ACCEPTANCE.**

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily

completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

## **6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.**

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

## **6.9 FORCE MAJEURE.**

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

## **6.10 WARRANTY AND GUARANTEE.**

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified

in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

## **SECTION 7: TERMINATION**

### **7.1 TERMINATION BY CONTRACTOR.**

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

### **7.2 TERMINATION BY COUNTY FOR CAUSE.**

The County will have the right to terminate the Contract for cause or the Contractor's right to perform

the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.



Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.3 TERMINATION BY COUNTY FOR CONVENIENCE.**

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4. Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.4 PAYMENT ADJUSTMENT FOR TERMINATION.**

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same.

## **SECTION 8. MATERIALS**

### **8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.**

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an "or equal" item approved by the Engineer and installed or applied by Contractor.

### **8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.**

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its "Approved Equal." The words "Or Equal" or "Approved Equal" shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

### **8.3 STORAGE OF MATERIALS.**

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner's or lessee's permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

## **SECTION 9. CONSTRUCTION DETAILS**

### **9.1 ORDER OF WORK.**

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

### **9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.**

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **NO** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

### **9.3 CONSTRUCTION SITE NUISANCE.**

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

### **9.4 PUBLIC CONVENIENCE AND SAFETY.**

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

### **9.5 HIGHWAY CONSTRUCTION EQUIPMENT.**

Attention is directed to Section 591 of the Vehicle Code and Sections 7-I.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

### **9.6 PERMITS.**

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

### **9.7 CONSTRUCTION LAYOUT AND STAKES.**

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

### **9.8 TESTING AND INSPECTIONS.**

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections



shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

### **9.9 CONTRACTOR QUALITY CONTROL.**

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

### **9.10 INSPECTION OF THE WORK.**

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

### **9.11 RETEST OF WORK.**

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

### **9.12 MAINTENANCE DURING CONSTRUCTION.**

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

## **SECTION 10. OPERATIONS AND SAFETY**

### **10.1 TEMPORARY CONTRACTOR FACILITIES.**

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

### **10.2 BORROW, DISPOSAL AND MATERIAL SITES.**

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

### **10.3 WATER SUPPLY.**

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

#### **10.4 EXISTING FACILITIES.**

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

### **SECTION 11. PROGRESS MEETINGS**

#### **11.1 WEEKLY PROGRESS MEETINGS.**

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable timeframes.

#### **11.2 ATTENDEES.**

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

### **SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES**

#### **14.1 BEGINNING OF WORK AND TIME OF COMPLETION.**

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of **30 WORKING DAYS** beginning on the date set forth in the Notice to Proceed.

#### **14.2 LIQUIDATED DAMAGES.**

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate

the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of **\$6,800.00 per day**, as liquidated damages, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual, Chapter 12, page 17-18, available at <http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch12.pdf>.

### **14.3 BREACH.**

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time-frame may be deemed by the County as a breach of contract.

## **SECTION 15. PROJECT CLOSEOUT**

### **15.1 "As-Built" Drawings.**

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

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## EXHIBIT 2

**AGREEMENT BETWEEN COUNTY OF MONO AND**  
**Click here to enter text. FOR THE CONSTRUCTION OF THE**  
**EASTSIDE LANE REHABILITATION PROJECT**

**PREVAILING WAGES AS OF: \_\_\_\_\_ [DATE]**

**A. Determination.**

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code sections 1720 and 1720.3. Accordingly, and as required by California Labor Code section 1771, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A (Scope of Work) of this Agreement that constitute a public work.

**B. Prevailing Wage Rate.**

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Pursuant to California Labor Code section 1773.2, copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

**C. Apprentices.**

Pursuant to California Labor Code section 1777.5, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. In addition, Contractor and/or any subcontractor under him employing a registered apprentice to perform services or work that constitute a public work shall comply with the remaining requirements and provisions of California Labor Code section 1777.5, a copy of which is included at the end of this Exhibit 2. The Contractor, as the prime contractor under any contract issued for the EASTSIDE LANE REHABILITATION PROJECT, shall be responsible for complying with California Labor Code section 1777.5 for all apprenticeable positions and workers employed by the Contractor.

**D. Penalty for Non-Payment of Prevailing Wages.**

Pursuant to California Labor Code section 1775, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than Two Hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by California Labor Code section 1775(b). In addition, Contractor and/or any subcontractor under him shall comply with and be subject to the remaining requirements and provisions of California Labor Code section 1775, a copy of which is included at the end of this Exhibit 2.

#### E. Payroll Records.

Pursuant to California Labor Code section 1776, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement.

#### F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public.

#### G. Posting of Prevailing Wages at Job Site.

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

#### H. Hours.

Pursuant to California Labor Code section 1810, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work, is limited and restricted to eight (8) hours during any one (1) calendar day and 40 hours during any one (1) calendar week, except as otherwise provided by the California Labor Code.

#### I. Overtime.

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

#### J. Records of Hours.

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

#### K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code section 1813, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in Attachment A (Scope of Work) of this Agreement,



for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one calendar week.

L. Registration with DIR and Compliance Monitoring.

Pursuant to California Labor Code section 1725.5, unless subject to the limited exceptions stated in Labor Code section 1771.1, no contractor or subcontractor may be qualified or listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## **CALIFORNIA LABOR CODE SECTIONS**

### California Labor Code Section 1775:

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section



1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

California Labor Code Section 1777.5:

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not

excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-

5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that

county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

## EXHIBIT 3

**AGREEMENT BETWEEN COUNTY OF MONO AND**  
[Click here to enter text.](#) **FOR THE CONSTRUCTION OF THE**  
**EASTSIDE LANE REHABILITATION PROJECT**  
**FEDERAL PROJECT NO. RSTPL-I5947(056)**

### BOND REQUIREMENTS

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Director of the Department of Public Works or his designee after consultation with the County Risk Manager, the following bonds: 1) a **labor and materials payment bond** in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful **performance bond** in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a **one-year warranty bond** in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by County within 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

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**SAMPLE PERFORMANCE BOND**

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

EASTSIDE LANE REHABILITATION PROJECT as described in the Project Manual.

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

**NOW, THEREFORE**, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel



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**SAMPLE PAYMENT BOND**

**WHEREAS**, The County of Mono, acting by and through its Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Principal", a contract for the work described as follows:

EASTSIDE LANE REHABILITATION PROJECT as described in the Project Manual.

**AND WHEREAS**, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

**NOW, THEREFORE**, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for which payment, we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Correspondence or claims relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_

Principal

\_\_\_\_\_

Surety (SEAL)

\_\_\_\_\_

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel

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**SAMPLE WARRANTY BOND**

**KNOW ALL BY THESE PRESENTS** that we, \_\_\_\_\_, the Contractor in the contract hereto annexed, as Principal, and, \_\_\_\_\_ as Surety, are held and firmly bound unto the County of Mono in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of the EASTSIDE LANE REHABILITATION PROJECT such that it is free from defects in materials and workmanship for a period of one year commencing on \_\_\_\_\_ [DATE] (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

**PROVIDED, HOWEVER,** that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Correspondence or claims relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Principal

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly

acknowledged. APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel

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## EXHIBIT 4

**AGREEMENT BETWEEN COUNTY OF MONO AND**  
[Click here to enter text.](#) **FOR THE CONSTRUCTION OF THE**  
**EASTSIDE LANE REHABILITATION PROJECT**  
**RSTPL-I5947(056)**

### INVOICING, PAYMENT AND RETENTION

3.E. (I). Invoicing and payment. Contractor shall submit to County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoices shall be informative and concise regarding work performed during that billing period.

If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two (2) pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by County. Additionally, the making of one or more (1+) progress payments shall not be construed as approval of the work performed by Contractor. Should Contractor submit an improper payment request, County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Public Contract Code sections 9203 and 20104.50, County shall retain five percent (5%) of each progress payment until the Project is completed unless, at any time after fifty percent (50%) of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld by County to ensure performance under this Agreement or request County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date County records the Notice of Completion.

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**EXHIBIT 6**  
**AGREEMENT BETWEEN THE COUNTY OF MONO AND [contractor] FOR THE**  
**CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT**  
**RSTPL-I5947(056)**

**FEDERAL-AID CONTRACTS**  
(For Local Assistance Construction Projects, LAPM Exhibit 12-G)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION**

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## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

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

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

### ***a. DBE Commitment Submittal***

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 5th calendar day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 5 calendar days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

***b. Good Faith Efforts Submittal***

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 5th calendar day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE

assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

***c. Exhibit 15-G - Construction Contract DBE Commitment***

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

***d. Subcontractor and Disadvantaged Business Enterprise Records***

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract

acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

***e. Performance of Disadvantaged Business Enterprises***

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract DBE Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

**2. BID OPENING**

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Contractors*.

**3. BID RIGGING**

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

**4. CONTRACT AWARD**

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

**5. CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

**6. CHANGED CONDITIONS**

*a. Differing Site Conditions*

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

*b. Suspensions of Work Ordered by the Engineer*

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**c. Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of **THIRTY**

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

The Contractor shall pay to the City/County of Mono the sum of **\$6,800.00 per day**, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

#### **8. BUY AMERICA**

**Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:**

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

#### **9. QUALITY ASSURANCE**

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

#### **10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.



**11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS**

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

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

FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the Requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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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 an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below.

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

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

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

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

##### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

##### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

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

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.



2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification—First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

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

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

### **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**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.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## 12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

### MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non-material supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### 13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the

Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA, as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### **14. USE OF UNITED STATES-FLAG VESSELS**

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued

pursuant to this contract.

## 15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is   0  .

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County of Mono:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain County of Mono approval for this submitted information before you start work. The County of Mono credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County of Mono and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet your equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the



classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of Mono reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
  - Contribute to the cost of the training
  - Provide the instruction to the apprentice or trainee
  - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training

## EXHIBIT 9

### AGREEMENT BETWEEN COUNTY OF MONO AND

[Click here to enter text.](#) **FOR THE CONSTRUCTION  
OF THE EASTSIDE LANE REHABILITATION PROJECT  
RSTPL-I5947(056)**

### FEDERAL MINIMUM WAGE RATES

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

General Decision Number: CA190020 02/15/2019 CA20

Superseded General Decision Number: CA20180031

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and  
Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is

higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019

ASBE0005-001 07/02/2018

INYO AND KERN

	Rates	Fringes
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 27.92	18.31
Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 41.63	21.64

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ASBE0005-005 07/02/2018

INYO AND KERN

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal,		

scrapping, vacuuming, bagging  
 and disposing of all  
 insulation materials from  
 mechanical systems, whether  
 they contain asbestos or not)....\$ 19.93          11.27

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 ASBE0016-003 08/01/2018

MONO

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 51.71	23.28

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 BOIL0092-005 03/01/2018

INYO AND KERN

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

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 BOIL0549-003 10/01/2016

MONO COUNTY

	Rates	Fringes
BOILERMAKER.....	\$ 39.68	35.71

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 \* BRCA0004-005 05/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 39.92	14.15

\*The wage scale for prevailing wage projects performed in  
 Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
 Palms, Needles and 1-15 corridor (Barstow to the Nevada  
 State Line) will be Three Dollars (\$3.00) above the  
 standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	\$ 36.75	13.82

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BRCA0018-011 07/01/2017

	Rates	Fringes
TILE LAYER.....	\$ 37.76	16.37

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BRCA0018-012 07/01/2017

KERN

	Rates	Fringes
MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23

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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

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CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

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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.

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 ELEC0428-001 12/01/2018

Rates      Fringes

CABLE SPLICER

China Lake Naval Weapons Center, Edwards AFB.....	\$ 52.78	3%+19.29
Remainder of Kern County....	\$ 46.53	3%+19.39

ELECTRICIAN

China Lake Naval Weapons Center, Edwards AFB.....	\$ 48.55	3%+19.29
Remainder of Kern County....	\$ 42.30	3%+19.39

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 ELEC0428-003 01/01/2019

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

	Rates	Fringes
Communications System Installer		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 34.69	17.53
KERN COUNTY.....	\$ 31.56	17.44

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Fire alarm work shall be performed at the current inside wireman total cost package.

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ELEC0477-001 06/01/2018

INYO AND MONO

	Rates	Fringes
ELECTRICIAN.....	\$ 38.29	3%+24.24

CABLE SPLICER: \$1.50 above Electrician.

TUNNEL WORK: 10% above Electrician.

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\* ELEC1245-001 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 45.36	16.24
(3) Groundman.....	\$ 34.68	15.86
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5  
years of service, and 6% for 6 months to 5 years of service.

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

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ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 45.30	25.25



GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25

GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

**PREMIUM PAY:**

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

**SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS**

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator;

Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high-pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene

or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000

auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar

types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

## CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and



including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

## TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

## ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San

Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW

corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point

which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

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 IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island,

Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0220-002 07/01/2018

KERN COUNTY

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee

bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

## TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person;

Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LABO0220-005 07/01/2018

KERN COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

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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.

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LABO0345-001 07/01/2018

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 42.18	18.27
GROUP 2.....	\$ 41.23	18.27
GROUP 3.....	\$ 37.69	18.27

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or



shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO0783-001 07/01/2018

INYO AND MONO COUNTIES

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or

water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber

gasket joints, pointing and any and all other services;  
Rock slinger; Rotary scarifier or multiple head concrete  
chipping scarifier; Steel headerboard and guideline setter;  
Tamper, Barko, Wacker and similar type; Trenching machine,  
hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump  
person, and asphalt spreader boxes (all types); Concrete  
core cutter (walls, floors or ceilings), grinder or sander;  
Concrete saw person, cutting walls or flat work, scoring  
old or new concrete; Cribber, shorer, lagging, sheeting and  
trench bracing, hand-guided lagging hammer; Head rock  
slinger; Laborer, asphalt- rubber distributor boot person;  
Laser beam in connection with laborers' work; Oversize  
concrete vibrator operator, 70 lbs. and over; Pipelayer  
performing all services in the laying and installation of  
pipe from the point of receiving pipe in the ditch until  
completion of operation, including any and all forms of  
tubular material, whether pipe, metallic or non-metallic,  
conduit and any other stationary type of tubular device  
used for the conveying of any substance or element, whether  
water, sewage, solid gas, air, or other product whatsoever  
and without regard to the nature of material from which the  
tubular material is fabricated; No-joint pipe and stripping  
of same; Prefabricated manhole installer; Sandblaster  
(nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing  
and blasting of all powder and explosives of whatever type,  
regardless of method used for such loading and placing;  
Driller: All power drills, excluding jackhammer, whether  
core, diamond, wagon, track, multiple unit, and any and all  
other types of mechanical drills without regard to the form  
of motive power; Toxic waste removal

## TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump  
person; Dump person (outside); Swamper (brake person and  
switch person on tunnel work); Tunnel materials handling  
person; Nipper; Pot tender, using mastic or other materials  
(for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading  
agitator cars; Vibrator person, jack hammer, pneumatic  
tools (except driller); Bull gang mucker, track person;

Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

-----  
LABO0783-004 07/01/2018

INYO AND MONO COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

-----  
LABO1184-001 07/01/2018

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 35.70	14.03
(2) Vehicle Operator/Hauler.	\$ 35.87	14.03
(3) Horizontal Directional Drill Operator.....	\$ 37.72	14.03
(4) Electronic Tracking Locator.....	\$ 39.72	14.03
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface

in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

-----  
PAIN0036-009 10/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.05	19.22

-----  
PAIN0036-021 07/01/2018

INYO AND MONO COUNTIES

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 26.68	14.90

(2) Repaint.....	\$ 24.40	14.82
(4) All other work.....	\$ 26.68	14.90
(5) Industrial.....	\$ 32.52	15.44

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

-----  
PAIN0169-002 01/01/2018

	Rates	Fringes
GLAZIER.....	\$ 35.00	26.26

-----  
PAIN1247-001 05/01/2018

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.85	14.56

-----  
PLAS0200-007 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 36.86	18.00

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER:

\$3.00 additinal per hour.

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PLAS0500-002 07/01/2018

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 35.75 22.48

-----  
PLUM0078-001 07/01/2016

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 44.16 25.19  
Sewer & Storm Drain Work....\$ 44.16 25.19

-----  
PLUM0460-002 07/01/2013

Rates Fringes

PLUMBER (Plumber, Pipefitter,  
Steamfitter, Refrigeration)

0 to 40 miles radius from  
6718 Meany Avenue in  
Bakersfield.....\$ 40.57 22.84  
40 to 75 miles radius.....\$ 45.07 22.84  
75 miles to 100 miles  
radius.....\$ 47.57 22.84  
over 100 miles radius.....\$ 51.07 22.84

FOOTNOTE: Work from a swinging scaffold, swinging basket,  
spider or from a bosun chair: 10% above the regular rate of  
pay for that day.

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ROOF0027-001 01/01/2019

Rates Fringes

ROOFER.....\$ 28.21 14.21

FOOTNOTE: Work with pitch, pitch base or pitch impregnated  
products or any material containing coal tar pitch, on any  
building old or new, where both asphalt and pitchers are  
used in the application of a built-up roof or tear off:  
\$2.00 per hour additional.

-----  
SFCA0669-007 04/01/2018

Rates Fringes

SPRINKLER FITTER.....\$ 39.73      21.90

-----  
SHEE0105-003 01/01/2019

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

Rates      Fringes

SHEET METAL WORKER

(1) Commercial - New Construction and Remodel work.....\$ 44.28      28.46

(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...\$ 44.28      28.46

-----  
SHEE0105-004 08/01/2018

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

Rates      Fringes

SHEET METAL WORKER.....\$ 33.88      27.49

-----  
TEAM0011-002 07/01/2018

Rates      Fringes

TRUCK DRIVER

GROUP 1.....\$ 30.59      28.59  
GROUP 2.....\$ 30.74      28.59  
GROUP 3.....\$ 30.87      28.59  
GROUP 4.....\$ 31.06      28.59



GROUP 5.....	\$ 31.09	28.59
GROUP 6.....	\$ 31.12	28.59
GROUP 7.....	\$ 31.37	28.59
GROUP 8.....	\$ 31.62	28.59
GROUP 9.....	\$ 31.82	28.59
GROUP 10.....	\$ 32.12	28.59
GROUP 11.....	\$ 32.62	28.59
GROUP 12.....	\$ 33.05	28.59

**WORK ON ALL MILITARY BASES:**

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

**TRUCK DRIVERS CLASSIFICATIONS**

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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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](http://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)).

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# SECTION III



## TECHNICAL SPECIFICATIONS & QUALITY ASSURANCE PROGRAM

**Eastside Lane Rehabilitation Project**

**RSTPL-I5947(056)**

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**TECHNICAL SPECIFICATIONS**

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

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## 2. **BIDDING**

### **Contractor Registration:**

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

### **Job Site and Document Examination:**

Examine the job site and bid documents. Notify the County 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.

### **Disadvantaged Business Enterprise Goal:**

Mono County shows a goal for DBEs to comply with the DBE program objectives provided in 49 CFR 26.1.

Make work available to DBEs and select work parts consistent with the available DBEs, including subcontractors, suppliers, service providers, and truckers.

Meet the DBE goal shown in the *Instruction to Bidders* or demonstrate that you made adequate good faith efforts to meet this goal.

You are responsible to verify at bid opening the DBE firm is certified as a DBE by the California Unified Certification Program and possess the work codes applicable to the type of work the firm will perform on the Contract.

Determine that selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR 26.55(c)(1)–(4). Under 49 CFR 26.55(c)(1)–(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work.

Credit for materials or supplies you purchase from DBEs will be evaluated on a contract-by-contract basis and counts toward the goal in the following manner:

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies if they are obtained from a DBE that is neither a manufacturer nor a regular dealer. 49 CFR 26.55 defines *manufacturer* and *regular dealer*.

You receive credit toward the goal if you employ a DBE trucking company that is performing a commercially useful function. The County uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **DBE Commitment Submittal**

Submit a copy of the quote from each DBE shown on the DBE Commitment form that describes the type and dollar amount of work shown on the form. Submit a DBE Confirmation form for each DBE shown on the DBE Commitment form to establish that it will be participating in the Contract in the type and dollar amount of work shown on the form. If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement.

#### **DBE Good Faith Efforts Submittal**

You can meet the DBE requirements by either documenting commitments to DBEs to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

Complete and submit the DBE Good Faith Efforts Documentation form, Exhibit 15-H (included in the Proposal Forms) showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered. It is recommended that each bidder submit Exhibit 15-H even if the bid proposal meets the proposed DBE goal.

Submit good faith efforts documentation within five (5) business days from bid opening to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met.

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

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

**Bid Proposal Forms Submittal Schedule:**

Bid Proposals shall be submitted by the bid opening date and time shown on the *Invitation for Bids* with the exception of the following required items:

1. Public works contractor registration numbers may be submitted up to ten (10) days after bid opening for both contractor and subcontractor list.
2. Exhibit 15-H: Proposer/Contractor Good Faith Efforts may be submitted up to five (5) business days from bid opening (no later than 3:00 pm on the 4<sup>th</sup> business day after bid opening).

**4. SCOPE OF WORK**

The **EASTSIDE LANE REHABILITATION PROJECT** (hereinafter referred to as the project) is for the purpose of rehabilitating the asphalt concrete on a portion of Eastside Lane in Walker, CA. Signs and pavement markings will be applied after the paving operations are complete. The project also includes repair of existing culverts and installation of flared end sections on existing culverts crossing under Eastside Lane.

There may be other items of work not mentioned above that are required by the 2015 State of California, Department of Transportation, Standard Specifications, 2015 Edition (hereinafter referred to as Caltrans Specifications), or these Technical Specifications. Project work shall conform to the plans, project specifications, including these Technical Specifications, and the Caltrans Specifications. If any item of work or statement in the Technical Specifications or project plans conflicts with Federal Project Requirements, the Federal requirement shall prevail and be upheld by the Contractor.

The Contract Intent is to provide for work completion using the best general practices. Nothing in the specifications voids the Contractor's public safety responsibilities.

**Changes and Extra Work:**

The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Change Order.

A Change Order is approved when the County signs the Change Order. Any proposed Change Order work performed by the Contractor prior to obtaining permission or a signed Change Order from the County will not be reimbursed. Until the County approves a Change Order, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the Change Order before its approval.

Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

**Work-Character Changes:**

The County adjusts the unit price for an item if:

1. Ordered plan or specification change materially changes the character of a work item from that on which the bid item price was based.
2. Unit cost of the changed item differs from the unit cost of that item under the original plans and specifications.
3. No approved Change Order addresses the payment.

**Differing Site Conditions:**

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

1. Subsurface or latent physical conditions at the site that differ materially from those indicated in the contract.
2. Unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract.

The party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before affected work is performed. Include details explaining the information relied upon and the specific material differences discovered. If Contractor fails to promptly notify the Engineer, Contractor waives claim of a differing site condition for the period between the discovery of the differing site condition and the notification to the engineer. If you disturb the site after discovery and before the Engineer's investigation, you waive the differing-site-condition claim. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

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

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

**5. CONTROL OF WORK****General:**

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Caltrans Specifications Section 5, "CONTROL OF WORK".

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

No weekend or night work allowed.

Exemptions to scheduled days off may be granted by written approval from Mono County for specific Project operations and/or for periods of limited duration.

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

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

Furnish the resources except County-furnished materials required to complete the work as described in the Contract.

Contractor shall be responsible for all construction survey staking, as necessary for construction.

Work is subject to the County's inspection, sampling, and testing. The County's inspection, sampling, and testing do not relieve you of your responsibility to provide Quality Control (QC). Contractor shall provide QC for all work performed. This work consists of obtaining samples for process control testing, performing process control tests, providing quality control inspection, exercising management control to plan and implement construction processes that are systematic, consistent, and effective; ensuring that work conforms to the contract requirements; and documenting quality control activities and results.

Perform sampling and testing required by Appendix A, Table 1, Schedule of Minimum Sampling and Testing for Acceptance.

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

**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.

**If a DBE goal is shown on the *Instruction to Bidders*:**

DBEs must perform work or supply materials as listed on the DBE Commitment form.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or those of an affiliate, a non-DBE firm, or another DBE firm or obtain materials from other sources without authorization from the County.

The County authorizes a request to use other forces or sources of materials if it shows any



of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on the plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor license and the listed DBE does not have a valid license under the Contractor's License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the Contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. County determines other documented good cause under 49 CFR 26.53.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 business days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBE to you regarding the request

If the County authorizes the termination or substitution of a listed DBE, make good faith efforts to find another DBE. The substitute DBE must (1) perform at least the same dollar amount of work as the original DBE under the Contract to the extent needed to meet the DBE goal and (2) be certified as a DBE with the work code applicable to the type of work the DBE will perform on the Contract at the time of your request for substitution. Submit your documentation of good faith efforts within 7 days of your request for authorization of the substitution. The County may authorize a 7-day extension of this submittal period at your request. Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

Unless the County authorizes a request to terminate or substitute a listed DBE, the County does not pay for work unless it is performed or supplied by the DBE listed on the DBE Commitment form. You may be subject to other sanctions under 49 CFR 26.

**Submittals:**

The Contractor shall provide an 'electronic file' of submittals for each of the following items to the Engineer:

1. Construction Schedule
2. Storm Water Pollution Prevention Program (SWPPP)
3. Traffic Control Plan
4. Contractor-Supplied Biologist Qualifications
5. Asphalt Concrete Mix Design
6. Shoulder Backing Material Manufacturer's Specifications (imported only)
7. Pavement Marking Paint and glass beads Product Specifications and Certificates of Compliance
8. Corrugated Metal Pipe / Flared End Section Certificates of Compliance
9. Quality Control personnel certifications, laboratory certifications, required test data,



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- 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 2019 between July and November. If any construction occurs outside that time frame, there may be additional block-out dates. Refer to <https://www.monocounty.org/things-to-do/events/> for the most current list of events planned for each community. Based on local events the following are general block-out dates for Walker / Coleville:

- Eastern Sierra ATV & UTV Jamboree: September 24 – September 28, 2019

The engineer may increase or decrease block-out dates for local events. During the duration of local events, work can continue in unaffected regions.

Furnish a weatherproof bulletin board of suitable size and construction for continuous display of posters and other information required by the contract. Erect and maintain the bulletin board at a conspicuously assessable location on the Project and remove and dispose of it after final Project acceptance.

Portions of Eastside Lane are located within a right-of-way granted by with the United States Bureau of Land Management (BLM). The Contractor shall conform to any BLM requirements.

No equipment or construction materials shall be stored or staged within the traveled way. The Contractor shall coordinate with Mono County regarding establishment and operation of storage and staging areas. The proposed storage area is adjacent to the Mono County operated Walker Landfill and Transfer Station.

In each stage of construction, after completion of the preceding stage, the first order of work shall be the removal of any existing pavement delineation that conflicts with the pavement delineation being used by public traffic, as determined by the Engineer.

24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall sign or post written notice in the community and notify

other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and the Mono County Department of Public Works.

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

Mono County Sheriff's Department	760-932-7549
Antelope Valley Fire Protection District	530-495-2900
Southern California Edison	760-924-4810

**Record Retention:**

Retain project records from bid preparation through

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to subcontractors and suppliers
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

**Record Inspection, Copying, and Auditing:**

Make your records available for inspection, copying, and auditing by State representatives for the time frame listed above. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives for the same period. Before Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier of the date when the audit is to start.

**Cost Accounting Records:**

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Change order work other than extra work. Distinguish this work by:
  - 2.1. Bid item prices
  - 2.2. Force account
  - 2.3. Agreed price
3. Extra work. Distinguish extra work by:
  - 3.1. Bid item prices
  - 3.2. Force account
  - 3.3. Agreed price

- 3.4. Specialist billing
4. Work performed under potential claim records
5. Overhead
6. Work performed by subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and copies of the corresponding vendors' invoices
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:
  - 6.1. Size
  - 6.2. Type
  - 6.3. Identification number
  - 6.4. Hours operated

**Payment:**

There is no separate payment for CONTROL OF WORK.

## **6. CONTROL OF MATERIALS**

**General**

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Caltrans Specifications Section 6, "CONTROL OF MATERIALS".

Select sources and submit acceptable material. Notify the Engineer of proposed sources prior to delivery to the project to expedite material inspection and testing. Do not incorporate materials requiring submittal into the work until approved.

Material may be approved at the source of supply before delivery to the project. Approval of material source does not constitute acceptance of material submitted from the source. If an approved material source fails to supply acceptable material during the life of the project, further use of that source may be denied.

Store materials and samples in a way that preserves the quality and facilitates prompt inspection. Stored material approved before storage may again be inspected before use in the work. Do not use private property for storage without written permission of the owner or lessee. Submit copies of agreements and documents.

Material incorporated into the work must be new.

**Buy America**

Crumb Rubber (Pub Res Code § 42703(d)):

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

Steel and Iron Materials:

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the United States may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

**Quality Assurance (QA) and Quality Control (QC):**

Quality assurance includes all activities used to (1) provide an overall level of quality for the project and (2) determine compliance with the Contract documents.

Quality control includes sampling, testing, and inspections performed under your QC program to (1) control material quality and (2) ensure the specified quality characteristics for the project are met.

County acceptance includes sampling, testing, and inspections performed by the County to verify compliance with the Contract.

Quality Control Program:

Develop, implement, and maintain a QC program.

Prepare and maintain QC records, including:

1. Names and qualifications of:
  - 1.1. Samplers
  - 1.2. Testers
  - 1.3. Inspectors
2. Testing laboratories' identification and certifications
3. Testing equipment calibrations and certifications
4. Inspection reports
5. Sampling and testing records organized by date and type of material
6. Test results with comparison of quality characteristic requirements
7. Test results in relation to action and any suspension limits
8. Records of corrective actions and suspensions

Within 24 hours, notify the Engineer of any noncompliance identified by your QC program.

Allow the County access to all QC records.

Submit QC test data and QC test results within 2 business days of test completion.

Quality Control Manager:

The QC manager must be responsible directly to you for the quality of the work, including materials and workmanship performed by you and your subcontractors.

The QC manager must be your employee or must be hired by a subcontractor providing only QC services. The QC manager must not be employed or compensated by a subcontractor or by other persons or entities hired by subcontractors who will provide other services or materials for the project.

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Notify the Engineer of the name and contact information of the QC manager.

**County Acceptance (QA):**

The County may use multiple acceptance methods for a material.

Specifications in sections titled "County Acceptance" do not include all requirements on which the County makes its acceptance.

The County may inspect, sample, and test materials for compliance with the Contract at any time.

Allow the County to record, including photograph and video, to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the County performs.

Schedule work to allow time for the County's inspection, sampling, and testing.

The County deducts testing costs for work that does not comply with the Contract.

The County may retest material previously tested and authorized for use. If the County notifies you of a retest, furnish resources for retesting.

**Job Site Inspection and Testing:**

If a material is to be inspected or tested at the job site, the material must be authorized for use before it is incorporated into the work.

**Certificates of Compliance**

Where a certificate of compliance is specified and if any material is produced outside the United States.

Submit a certificate of compliance:

1. Before the material is incorporated into the work
2. For each lot of the material. Identify the lot on the certificate
3. Signed by the producer of the material and stating that the material complies with the Contract

**Payment:**

There is no separate payment for CONTROL OF MATERIALS.

## **8. PROSECUTION AND PROGRESS**

**General:**

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer

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at least 24 hours in advance of resuming operations.

**Submittals:**

Construction Schedule

**Mobilization:**

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials, supplies and incidentals to and from the project site. Mobilization includes the obtaining of permits, insurance, and bonds.

**Payment:**

There is no separate payment for PROSECUTION AND PROGRESS.

The contract LUMP SUM price paid for MOBILIZATION shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, creating as-built drawings, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract.

## **9. PAYMENT**

**Payment Scope:**

The County pays you for furnishing the resources and activities required to complete the work. The County's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. Permits, licenses, agreements, certifications, or any combination of these and taxes
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work

The County does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item

## **12. TEMPORARY TRAFFIC CONTROL**

### **General:**

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in CT Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Accommodate traffic according to the MUTCD, the approved traffic control plan, and this section.

### **Construction:**

Perform work in a manner that ensures the safety and convenience of the public and protects residents and property adjacent to the project. Accommodate public traffic on roads adjacent to and within the project until the project is accepted as complete.

Assign flaggers to:

1. Control traffic
2. Warn the public of any dangerous conditions resulting from the work activities
3. Provide for the passage of traffic through the work as specified for the passage of traffic for public convenience and public safety

Maintain flagging apparel, traffic control devices, and equipment for flaggers in good repair.

The Contractor shall leave the street open to traffic.

Except for temporary interruptions approved by the Engineer, Contractor shall maintain property owner access to their property over both walkways and driveways at all times.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage along sidewalks, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic in each direction of travel except for single direction traffic control with flaggers as approved by the Engineer. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

For shoulder drop-offs of 3 inches or less, provide "Low Shoulder" warning signs. For shoulder drop-offs in excess of 3 inches, provide 1V:3H fillet with "Should Drop-Off" warning signs.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work



Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed as approved by the Engineer.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

**Submittals:**

Temporary Traffic Control Plan (TTC). The TTC shall include the relevant CT Standard Plans.

**Payment:**

The contract LUMP SUM price paid for "TRAFFIC CONTROL" shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing the required traffic control plans, and providing construction and detour signs, flaggers, police support and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. The LUMP SUM price paid for "TRAFFIC CONTROL" applies only to the specific area of construction identified on the Bid Sheets.

### **13. WATER POLLUTION CONTROL**

**General:**

All work performed in connection with WATER POLLUTION CONTROL shall conform to the provisions in CT Specifications Section 13 WATER POLLUTION CONTROL, the plans and these Technical Specifications.

The intent of the WATER POLLUTION CONTROL is to eliminate the potential for dust or sediment to exit the project site in any form of runoff and to conform to any federal, state and/or local requirements.

**Submittals:**

Stormwater Pollution Prevention Plan (SWPPP)  
Fiber Roll must be certified seed proof

**Materials:**

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

**Construction:**

Work shall be scheduled for time when there is no stormwater runoff entering or exiting the site, except as authorized by the engineer.

No construction debris shall be allowed to exit the site.

The SWPPP, Waste Discharge Identification (WDID), and associated permits, records, and



inspection forms shall be kept on-site and made available for inspection when requested. At the completion of the Project, the complete SWPPP, including inspection forms, logs, monitoring reports, and any other information added during the Project shall be provided to Mono County.

Work shall include furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for performing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the erosion control system as specified in the approved Stormwater Pollution Prevention Plan (SWPPP), as shown on the Project plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

**Project Winterization:**

This project is not expected to require winterization. If winterization is required all costs associated with it will be the responsibility of the Contractor. Winterization would include cleaning all surfaces of sediment, debris and dust. If there is a winter shutdown, no work will be permitted in project areas that have not been started.

**Payment:**

The contract LUMP SUM price paid for "WATER POLLUTION CONTROL" shall include full compensation for preparing and obtaining an approved Stormwater Pollution Prevention Plan (SWPPP), obtaining necessary permits, and for furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the WATER POLLUTION CONTROL as specified in the SWPPP, as shown on the Project plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

## **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:**

**Biology:**

1. A qualified biologist will conduct pre-construction surveys for nesting birds within 14 days prior to construction start, between the dates of February 15 and September 30.
2. A qualified biologist will conduct pre-construction surveys for culvert dwelling within 14 days prior to construction start.
3. A 'no work' buffer may be implemented if the biologist determines that project activities are impacting nesting bird behaviors
4. A full-time biological monitor may be required if the biologist determines that project activities are impacting nesting bird behaviors.

**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:**

<b>Specialized activity/species</b>	<b>Requirements</b>
<b>Nesting Bird Survey &amp; Bat Survey</b>	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
<b>Biological Monitor</b>	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.

**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. PROTECTION OF EXISTING FACILITIES****General:**

All work performed in connection with PROTECTION OF EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Facilities," of the CT Specifications and these Technical Specifications.

**Construction:**

Existing underground utility lines are not shown on the plans. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. (Note: There is a fiber optic line in the vicinity of this project.) Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

Existing overhead utility lines are not shown on the plans. The contractor shall take all precautionary measures necessary to protect overhead utility lines and protect workers and pedestrians during construction operations.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation.

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as shown on the plans and as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only by a registered Land Surveyor in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

**Payment:**

Full compensation for PROTECTION OF EXISTING FACILITIES and for preservation of existing survey monuments, except those noted on the plans as requiring replacement and paid for separately, shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

**17. CLEARING AND GRUBBING****General:**

Clearing and grubbing consists of removing objectionable material from the following construction areas:

1. Highways
2. Bridges and other structures
3. Roads, road approaches, streets, and ramps
4. Material sites
5. Ditches and channels
7. Other described areas

Clear and grub before performing earthwork in a project area.

Do not injure standing trees, plants, and improvements shown to be protected.

**Clearing:**

Clear all construction areas above original ground of (1) all vegetation such as trees, logs, upturned stumps, roots of downed trees, brush, grass, and weeds and (2) other objectionable material including concrete, masonry, and debris. Cut tree branches that extend over the roadway and hang within 20 feet of finished grade.

**Grubbing:**

Grub all construction areas to a depth necessary to remove all trees, existing stumps, roots, buried logs, and other vegetative or objectionable material.

**Disposal of Materials:**

Dispose of materials resulting from clearing and grubbing activities legally at a landfill or the material may be disposed of on-site with approval from the Engineer. Dispose of hazardous material according to Federal, state, and local regulations.

**Payment:**

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

**18. DUST CONTROL****General:**

All work performed in connection with DUST CONTROL shall conform to the provisions in CT

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Specifications Section 18 DUST PALLIATIVES.**Construction:**

The Contractor shall perform necessary work to control dust at all times, as required by regulation.

Water shall be used to suppress dust as necessary on:

1. Construction staging, material storage, and layout areas
2. Compacted soil or aggregate base roads or driveways
3. Paved surfaces
4. Active haul roads and detours

If necessary, sweep up or vacuum any residue on pavement before it can be blown by traffic or wind, migrate across lanes or shoulders, migrate to adjacent soils or enter a drainage facility.

Debris collected shall be disposed legally, such as at landfill facility.

**Payment:**

Full compensation for DUST CONTROL including but not limited to that resulting from construction, public traffic, or wind shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

**19. EARTHWORK****19.1 General**

All work performed in connection with EARTHWORK shall conform to the provisions in CT Specifications Section 19 EARTHWORK.

Performing earthwork activities includes removal of unsuitable material or a buried man-made object if the removal is described. The work also consists of salvaging, removing, and disposing of fences, structures, pavements, culverts, utilities, curbs, sidewalks, signs, snowpoles, and other obstructions within the project earthwork area.

Excavated material may be used as road shoulder fill if approved by the Engineer.

**Unsuitable Material:**

Excavate and dispose of unsuitable material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas as ordered.

Notify the Engineer before removing the unsuitable material if:

1. Removal is not otherwise described
2. You request payment for removal as change order work

Backfill the space resulting from excavating unsuitable material with material suitable for the planned use.

**Buried Man-Made Objects:**

Remove and dispose of a buried man-made object encountered in an excavation as part of the excavation work.

Notify the Engineer before removing the buried man-made object if:

1. Removal of the object is not otherwise described
2. Object could not have been determined by visual inspection
3. You request payment for removal of the object as change order work

### 19.3 Structure Excavation and Backfill

Structure excavation includes:

1. Excavating foundations for structures, including trenches for culverts, pipes, rods, deadmen, cutoff walls, and other facilities
2. Placing structure backfill where compaction of the structure backfill is not required.
3. Control and removal of water
4. Installation and removal of facilities required to complete the work unless specified or allowed to remain in place

#### Structure Backfill:

Structure backfill must be free of organic or other unsatisfactory material.

Structure backfill must comply with the gradation requirements shown in the following table:

Sieve size	Percentage passing
3"	100

#### Slurry Cement Backfill:

Slurry cement backfill must be a fluid workable mixture of aggregate, cement, and water.

The aggregate must be one of the following:

1. Commercial-quality concrete sand
2. Excavated or imported material in any combination, free of organic material and other deleterious substances and complying with the gradation requirements shown in the following table:

Sieve size	Percentage passing
1-1/2"	100
1"	80–100
3/4"	60–100
3/8"	50–100
No. 4	40–80
No. 100	10–40

The water must be free from oils, salts, and other impurities that adversely affect the backfill.

Proportion slurry cement backfill by weight or volume. The backfill must contain at least 188 pounds of cement per cubic yard and enough water to produce a fluid workable mix that flows and can be pumped without segregation during placement.

Mix materials thoroughly by machine. Use a pugmill, rotary drum, or other authorized mixer. Mix until cement and water are thoroughly dispersed.

You may use slurry cement backfill as structure backfill for pipe culverts.

Place slurry in a uniform manner that prevents (1) voids or segregation of the backfill and (2) floating or shifting of the culverts.

Remove foreign material that falls into trenches.

Do not backfill over or place material over slurry cement backfill until at least 4 hours after placement. When concrete sand is used as aggregate and the in-place material is free draining, you may start backfilling as soon as the surface water is gone.

If slurry cement backfill is used for structure backfill, you may reduce the excavation width such that the clear distance between the outside of the pipe and the side of the excavation on each side of the pipe is at least (1) 6 inches for pipes 42 inches or less in diameter or span and (2) 1 foot for pipes over 42 inches in diameter or span.

Place slurry cement backfill only for that portion of structure backfill (1) below the original ground or grading plane or (2) below the top of the embankment placed before excavating for the culvert pipe. Compact earth plugs at each end of the pipe before placing the backfill to completely contain slurry in the pipe trench.

**Culvert Bedding:**

Shape trench beds to fit the bottom of the culvert and to provide uniform support along the entire culvert length. You may excavate the trench below the bottom of the culvert and construct shaped bedding by backfilling and compacting the backfill material. Shape beds using a template conforming to the outside shape of the culvert and guided by headers set parallel to the culvert grade. Headers may be left in place.

**Sand Beddings:**

Sand bedding must consist of sand:

1. Free of clay or organic material
2. Suitable for the purpose intended
3. Complying with the gradation requirements shown in the following table:

Sieve size	Percentage passing
No. 4	90–100
No. 200	0–5

**Structure Construction:**

Change order work includes:

1. If structure excavation is more than 0.5 foot from the depth shown and you request an adjustment for the increased depth
2. The Engineer orders an adjustment for a decreased depth

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

**Structure Compaction:**

Place structure backfill in uniform layers. Bring backfill up uniformly on all sides of structures. Backfill layers must be at most 0.67 foot thick before compacting.

Compact structure backfill to a relative compaction of at least 95 percent of maximum dry density.

Do not use compaction equipment or methods that may cause excessive displacement or damage structures.



**Payment:**

The payment quantity for structure backfill does not include:

1. Volume of pervious backfill material within the limits of the structure backfill
2. Volume occupied by the new structure

For culverts:

1. Depth of structure excavation is the vertical distance between original ground and the bottom of the culvert trench.
2. Increased depth due to unsuitable material or rock or other unyielding material below the planned grade is not considered in determining the depth of structure excavation.

Full compensation for STRUCTURE EXCAVATION AND BACKFILL is included in bid item EXTEND EXIST CMP CULVERT measured in Linear Feet (LF) which includes full compensation for furnishing all labor, materials, tools, equipment, hauling, storing, placing, disposal, compaction, and other incidentals, and for doing all the work involved complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

**19.9 Shoulder Backing**

Specifications for constructing shoulder backing adjacent to the edge of new pavement surfacing.

Materials:

Shoulder backing must be clean and consist of one or any combination of the following materials:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. RAP
6. Aggregate base

Shoulder backing must be graded within the percentage passing limits shown in the following table:

Sieve size	Percentage passing
2"	100
1"	75–100
3/4"	65–100
No. 4	35–60
No. 30	10–35
No. 200	5–15

If 100 percent RAP is used, shoulder backing must be graded within the percentage passing limits shown in the following table:

Sieve size	Percentage passing
1-1/2"	100
3/4"	70–100
No. 4	30–80



Shoulder backing must comply with the sand equivalent requirements shown in the following table:

Quality characteristics	Test method	Requirement
Sand Equivalent		
Single type of material except RAP		10-35
Combination of all type of materials including RAP	California Test 217	10-35
Combination of all type of materials excluding RAP		10-30
100% RAP (min)		10

If aggregate base is used for shoulder backing, the aggregate base shall meet the requirements of CT Specifications, Section 26, "Aggregate Base".

**Construction:**

Do not place shoulder backing containing RAP within 100 feet measured horizontally from a culvert, watercourse, or bridge.

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

Scarify the basement material to receive shoulder backing at least 0.25 feet deep and water immediately before placing the shoulder backing.

Place and spread shoulder backing directly on the basement material. After placing the shoulder backing, water and compact it with a minimum of 2 passes with a steel-tired roller weighing at least 8 tons. Compaction equipment width shall match the width of shoulder backing installed to prevent bridging during compaction. Wherever the total thickness of shoulder backing is more than 6 inches, place the backing as embankment (Ct Specifications 19.) and compact to 95% of maximum dry density. Form smooth and uniform cross sections and slopes.

Do not deposit shoulder backing on new pavement.

Complete shoulder backing within 5 days after placement of adjacent new surfacing except complete shoulder backing within 15 days wherever edge treatment under is placed.

Before opening a lane adjacent to uncompleted shoulder backing, place portable delineators and W8-9, Low Shoulder, signs off of and adjacent to the new pavement surfacing.

Portable delineators and signs must comply with section 12 except the signs may be set on temporary portable supports or on barricades.

Place portable delineators at the beginning and along the drop-off of the edge of pavement in the direction of travel, at maximum intervals of 500 feet on tangents and 200 feet on curves.

Place the W8-9 signs at the beginning and along the drop-off of the edge of pavement in the direction of travel, at maximum intervals of 2,000 feet.

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Remove portable delineators and W8-9 signs when the shoulder backing is complete in that area.

**Payment:**

SHOULDER BACKING is paid for by the LINEAR FOOT (LF). The payment quantity for shoulder backing is the horizontal length of shoulder backing placed parallel to the road centerline. The 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 various items of work involved (GRIND / PULVERIZE EXISTING ROADBED), and no separate payment will be made therefor.

**30. RECLAIMED PAVEMENTS**

**Pulverized Roadbed:**

Includes specifications for constructing a uniform reclaimed pavement base by pulverizing the asphalt concrete pavement and underlying material.

**Submittals:**

Material sampling shall be done on the first day of road pulverization (test strip) to confirm the gradation meets the requirements.

Perform sampling and testing for each test strip and production work at the specified frequency for the quality characteristics shown in the following table:

**Pulverized Roadbed Quality Characteristic Sampling Locations and Testing Frequencies**

Quality characteristic	Test method	Minimum sampling and testing frequency	Sampling location
Gradation	California Test 202	Minimum 1 per material/type	Loose mix after pulverizing and mixing per CT125
Depth of cut	NA	500 feet	Both sides of reclaiming machine along cut length
In-place wet density	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Loose mix after pulverizing and mixing per CT125
Relative compaction	ASTM D6938 or CT 231	Minimum one test per 5000 sq. ft. of road area	Compacted roadbed

**County Acceptance:**

The County accepts pulverized roadbed based on:

1. Visual inspection including:
  - 1.1. Segregation, tearing, and scarring of the finished surface
  - 1.2. Variance of more than 0.05 foot measured from the lower edge of a 12-foot straightedge
  - 1.3. Uniform surface texture throughout the work limits
  - 1.4. Repaired areas
2. Compliance with the following table:

**Pulverized Roadbed Requirements for Acceptance**

Quality characteristic	Test method	Requirement
Relative compaction (min, %)	ASTM D6938 or CT 231	95
Thickness (ft)	Field measurement	Not more than 0.05 ft less than the thickness shown

**Materials:**

The quality characteristics of pulverized roadbed must comply with the requirements shown in the following table:

**Pulverized Roadbed Quality Characteristic Requirements**

Quality characteristic	Test method	Requirement
Gradation (% passing) Sieve Size: 2 inch 1 1/2 inch	California Test 202	100 90-100
Depth of cut (ft)	NA	Not more than 0.05 ft less than the thickness shown
In-place wet density (lb/cu ft)		Report only
Relative compaction (min, %)	ASTM D6938 or CT 231	95

**Supplementary Aggregate:**

If supplementary aggregate is specified, supplementary aggregate must comply with the specifications for Class 2 aggregate base in section 26.

**Construction Equipment:**

Pulverizing equipment must:

1. Be a self-propelled reclaiming machine
2. Pulverize the existing pavement and underlying material to the required size
3. Mix the pulverized pavement, underlying material, and water into a homogeneous and uniform mixture
4. Be equipped with automatic depth controls capable of maintaining the cutting depth to within 0.05 foot of the depth shown
5. Have a minimum 8-foot wide cutter that can remove the existing pavement to the 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 shall be per SQUARE YARD (SY) and shall include full compensation for furnishing all labor, materials, tools, equipment, compaction, finishing roadway, hauling material, incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

**39. ASPHALT CONCRETE**

This item shall consist of pavement courses composed of mineral aggregate and an approved asphalt cement binder (asphalt binder) mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished and approved before placement of the next course.

Hot Mix Asphalt (HMA) binder shall be PG 64-28, modified (preferred) or unmodified, per Section 92 of the Caltrans Standard Specifications (Type A or Type B). Aggregate Gradation shall be  $\frac{3}{4}$ -inch.

**Submittals:**

Submit the proposed **HMA mix design** including location of all commercial mixing plants to be used for approval prior to the start of work. A separate job-mix formula (JMF) shall be supplied for each plant proposed for use on the project. Asphalt Binder PG64-28 certificate of compliance from the manufacturer shall be included with the mix design submittal. HMA mix design shall be approved by the Engineer in writing prior to the start of HMA production.

Should a change in sources of materials be made, a new JMF must be approved by the Engineer in writing before the new material is used. After the initial production JMF has been approved by the Engineer and a new or modified JMF is required for whatever reason, the subsequent cost of the Engineer's approval of the new or modified JMF will be borne by the Contractor. There will be no time extension given or considerations for extra costs associated with the stoppage of production paving or restart of production paving due to the time needed for the Engineer to approve the initial, new or modified JMF.

Laboratories testing aggregate and HMA qualities used to prepare the mix design and JMF must be qualified under AASHTO Materials Reference Laboratory program and Caltrans Independent Assurance Program. A **copy of the laboratory's current accreditation and accredited test methods** shall be submitted to the Engineer prior to start of construction.

Contractor Quality Control shall be performed for the project including inspection, sampling, and testing necessary to maintain process control and meet minimum testing requirements. An organizational list of personnel with associated responsibilities and relevant certifications and relevant Laboratory certifications shall be provided prior to construction. An action plan shall be developed to correct situations when deviations from required specifications occur.

**Composition of Hot Mix Asphalt (HMA):**

The HMA mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and asphalt binder. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets

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grading requirements of the job mix formula (JMF).

**Job Mix Formula (JMF):**

The job mix formula shall meet the design requirements in CT Standard Specifications, Section 39. The submitted JMF shall be stamped or sealed by the responsible professional Engineer and shall include the following at minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF.
- Certified material test reports for the course and fine aggregate and mineral filler.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt binder content
- Percentage and properties (asphalt content, asphalt binder properties, and aggregate properties) of reclaimed asphalt mix pavement (RAP), if used.
- Number of blows or gyrations
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results or Hamburg wheel test.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

The Contractor shall submit to the Engineer the results of verification testing of at least three (3) asphalt samples prepared at the optimum asphalt content.

**Reclaimed Asphalt Pavement:**

Reclaimed asphalt shall consist of reclaimed asphalt pavement (RAP), coarse aggregate, fine aggregate, mineral filler, and asphalt. The RAP shall be of a consistent gradation and asphalt content and properties. Up to and including 15 percent of recycled asphalt pavement (RAP) material, by mass, may be used in the mix without adjusting asphalt binder grade

**Hot Mix Asphalt Production:**

If RAP is used, the asphalt plant must automatically adjust the virgin asphalt binder to account for RAP percentage and RAP binder.

**Hot Mix Asphalt Construction**

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

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

Spread HMA at the ambient air and surface temperatures shown in the following table:

**Minimum Ambient Air and Surface Temperatures**

Lift thickness (feet)	Ambient air (°F)		Surface (°F)	
	Unmodified asphalt binder	Modified asphalt binder	Unmodified asphalt binder	Modified asphalt binder
<0.15	55	50	60	55
≥0.15	45	45	50	50

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade. Engineer may waive air and surface temperature requirements.

**General Construction:**

Do not place HMA on wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for depositing, pickup, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 degrees F

HMA placed in a windrow on the roadway surface must not extend more than 250 feet in front of the loading equipment or material transfer vehicle.

You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

**Hauling:**

Use vehicles with tight, clean, and smooth beds for hauling asphalt concrete mixes.

Coat the beds with an approved material to prevent asphalt concrete mix from adhering to the beds. Do not use petroleum derivatives or other coating material that contaminates or alters the characteristics of the mix. Drain the bed before loading.

Equip each truck with a canvas cover or other suitable material of sufficient size to protect the asphalt concrete mix from weather. When necessary to maintain temperature, use insulated



truck beds and securely fastened covers.

**HMA Pavers:**

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must be heated and produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling. If, during construction, it is found that the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued and satisfactory equipment shall be provided by the Contractor.

**Material Transfer Vehicle:**

If a material transfer vehicle is specified, the material transfer vehicle must have sufficient capacity to prevent stopping the paver and must be capable of:

1. Either receiving HMA directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface
2. Remixing the HMA with augers before transferring into the paver's receiving hopper or feed system
3. Transferring HMA directly into the paver's receiving hopper or feed system

Deliveries shall be scheduled so that placing and compacting of HMA is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until material has been compacted, as specified, and allowed to cool to atmospheric temperature.

**Compaction Equipment:**

Rollers of the vibratory, steel wheel, and pneumatic-tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the HMA. The number, type, and weight of rollers shall be sufficient to compact the HMA to the required density while it is still in a workable condition. All rollers shall be specifically designed and suitable for compacting HMA concrete and shall be sized to achieve the required compaction results. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used. Depressions in pavement surfaces caused by rollers shall be repaired by the Contractor at their own expense.

Operate rollers according to the recommendation of the manufacturer. Each roller must have a separate operator. Rollers must be self-propelled and reversible.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.



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

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades, and cross sections
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction

#### **Asphalt Production Start-up Procedures (Control Strip):**

An asphalt concrete control strip shall be constructed prior to the start of production asphalt paving to correlate the nuclear gauge(s) to obtained asphalt core densities and confirm compliance with project specifications.

The amount of HMA shall be sufficient to construct a test section 300 feet long and 24 feet wide, at minimum, placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. A cold joint for this test section is an exposed construction joint at least 4 hours old or whose mat has cooled to less than 160° F. The cold joint must be constructed using the same procedure that will be used during production. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. Construct the control strip using asphalt concrete mix production, lay-down, and compaction procedures intended for the entire mix production.

Nuclear density gauge readings shall be taken behind each roller pass at final compaction to determine the roller pattern necessary to achieve required density.

Cores of the compacted HMA control strip shall be obtained to correlate the nuclear gauge(s) to the HMA mix using the following procedure:

1. Establish a minimum of 5 random test site locations after placement and compaction of the control strip.
2. Determine in-place density of the asphalt using the nuclear gauge (ASTM D2950) and obtain a set of two cores (4" or 6" diameter) from within the outlined test position of the nuclear gauge for each of the 5 test site locations.
3. Determine average core density for each test site location (CT 308).
4. Determine the gauge correlation factor for each test site by subtracting the average nuclear density from the average core density for each test location.
5. Compute the average correlation factor for all the test site locations and compute the standard deviation. If any correlation value varies from the average correlation value by more than two standard deviations at the 95% confidence level, consider this correlation value statistically invalid and exclude it from the data.
6. Determine the final correlation factor by averaging the valid correlation factors.

Note, a correlation factor must be developed for each nuclear gauge used on the project. The obtained correlation factor shall remain with the gauge and be applied to all compaction testing results for the duration of the project. A new correlation factor shall be established whenever there is a change in lift thickness of 0.5" or more, underlying material, material source, mix design, or recalibration of the nuclear density gauge.

#### **Compaction:**

After placing, the HMA shall be thoroughly and uniformly compacted by self-propelled

rollers. The surface shall be compacted as soon as possible when the HMA has attained sufficient stability so that rolling does not cause undue displacement, cracking or shoving. Sequence of rolling operations and type of rollers used shall be at discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing direction of the roller, or from any other cause, shall be corrected at once.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained. To prevent adhesion of the HMA to the roller, the wheels shall be equipped with a scraper and kept properly moistened, but excessive water will not be permitted.

Any HMA that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

Areas of segregation in the surface course, as determined by the Engineer, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of 2 inches deep. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

Monitor the compaction process during the final compaction stage using a nuclear density gauge that has been correlated to the control strip. Take nuclear density gauge readings behind each roller pass to achieve required density.

**Tack Coat:**

Tack coat must comply with the specifications for asphaltic emulsion, CT Specifications, Section 37

Edges of existing HMA pavement abutting the new work shall be saw cut and carefully removed as shown on the drawings and coated with asphalt tack coat before new material is placed against it.

Apply a tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
  - 3.1. Curbs
  - 3.2. Gutters
  - 3.3. Construction joints

Equipment for the application of tack coat must comply with CT Specifications, section 37-1.03B.

Before placing HMA, apply a tack coat in 1 application at the minimum residual rate shown in the following table for the condition of the underlying surface:

**Tack Coat Application Rates for HMA**

HMA over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
Concrete pavement and existing asphalt concrete surfacing	0.03	0.04	0.03
Planed pavement	0.05	0.06	0.04

If a stress absorbing membrane interlayer as specified in section 37-2.06 is applied, the tack coat application rates for new HMA apply.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume under section 9-1.02 or use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

Apply a tack coat to vertical surfaces with a residual rate that will thoroughly coat the vertical face without running off.

If authorized, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:
  - 2.1. No dust, dirt, or extraneous material is present
  - 2.2. Surface is at least 140 degrees F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not allow the tracking of tack coat onto pavement surfaces beyond the job site.

If you use an asphalt binder for tack coat, the asphalt binder temperature must be from 285 to 350 degrees F when applied.

**Longitudinal and Transverse Joints:**

The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid HMA except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods all contact surfaces shall be coated with an asphalt tack coat before placing any fresh HMA against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F (80°C); or are irregular, damaged, uncompacted or otherwise defective shall be cut back 3 inches (75 mm) to 6 inches (150 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material shall be removed from the project. Asphalt tack coat or other product approved by the Engineer shall be applied to the clean, dry joint, prior to placing any additional fresh HMA against the joint. Any laitance produced from cutting joints shall be removed by vacuuming and washing. The cost of this work shall be considered incidental to the cost of the HMA.

Longitudinal joints in the top layer must match lane lines. Alternate the longitudinal joint offsets in the lower layers at least 1.0 foot from each side of the lane line. Other longitudinal joint placement patterns are allowed, if authorized.

A vertical longitudinal joint of more than 0.15 foot is not allowed at any time between adjacent lanes open to traffic.

For an HMA thickness of 0.15 foot or less, the distance between the ends of the adjacent surfaced lanes at the end of each day's work must not be greater than can be completed in the following day of normal paving.

For an HMA thickness greater than 0.15 foot, you must place HMA on adjacent traveled way lanes or shoulder such that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place kraft paper or other authorized release agent under the conform tapers to facilitate the taper removal when paving activities resume.

If placing HMA against the edge of existing pavement, saw cut or grind the pavement straight and vertical along the joint and remove extraneous material.

Paving operations shall be scheduled so no transverse joints are made except for unscheduled breakdowns. Transverse joints in one course shall be offset by at least ten (10) feet from transverse joints in the previous course.

Perform compaction testing on the completed longitudinal joint as follows:

1. Perform density tests using a calibrated nuclear gauge at a rate of 1 test for every 750-foot section along the longitudinal joint. Select random locations for testing within each 750-foot section.
2. Perform density tests at the centerline of the joint, after the adjacent lane is placed and before opening the pavement to traffic.
3. Determine theoretical maximum density (CT 309).
4. Determine percent relative compaction of the longitudinal joint as the ratio of the daily average density obtained from the nuclear gauge to the theoretical maximum density test results (CT 309) from that days production.

**Other Road Connections:**

If a driveway or a road connection is shown, place additional HMA along the pavement's edge to conform to road connections and driveways. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

**HMA Material Acceptance Sampling and Testing:**

Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor except that coring, as required in this section, shall be completed and paid for by the Contractor. Refer to Appendix A, Table 1, *Eastside Lane Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance Testing*.

A standard **Lot** shall be equal to one day's production or 2,000 tons whichever is smaller. Measurement in tons shall be the U.S. ton (short ton) which is equal to 2000 lbs. Where more than one plant is simultaneously producing HMA for the job, the lot sizes shall apply separately for each plant. Each Lot shall be divided into **four (4) Sublots** of approximately equal size.

**A. Hot Mix Asphalt**

Plant-produced HMA will be tested for asphalt content (CT 382) and theoretical maximum density (CT 309) on a lot basis. Sampling shall be from a random location from the windrow or loose mat behind paver per CT 125. Frequencies of testing shall be per Appendix A, Table 1, *Eastside Lane Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance*.

Coldfeed will be sampled per lot from the batch plant during HMA production for sieve analysis. If RAP is part of the JMF, RAP will be collected concurrently with the coldfeed at the batch plant for sieve analysis and the gradation shall be combined. Coordinate sampling with the batch plant to obtain coldfeed / RAP samples that correspond to field sampled HMA tonnage. Frequencies of testing shall be per Appendix A, Table 1, *Eastside Lane Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance*.

**B. In-Place HMA**

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

**In-place Density:**

Relative compaction shall be calculated from the peak density obtained from the nuclear gauge during compaction divided by the Theoretical Maximum Density obtained from that days production (CT 309). **Relative compaction shall be 91 to 96 percent of the Lot theoretical maximum density.**

If relative compaction results obtained with the nuclear density gauge do not meet **91 to 96 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

**Payment:**

Payment for TACK COAT is included in the payment for HOT MIX ASPHALT (3-INCH).

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

The payment quantity for HOT MIX ASPHALT (3-INCH) is measured based on the combined mixture weight. 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 HOT MIX ASPHALT (3-INCH) 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. 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 <sup>a</sup>	Downdrain <sup>b</sup>
Shear strength (min, %)	2	5	5
Moment strength (min, %)	0	15	15
Tensile strength			
6"–42" dia <sup>c</sup> (min, lb)	0	0	5,000
45"–84" dia <sup>c</sup> (min, lb)	0	0	10,000
Joint overlap <sup>d</sup>			
Integral			
12" and smaller dia <sup>e</sup> (min, in)	1/4	1/2	--



15"–33" dia <sup>e</sup> (min, in)	1/2	3/4	--
36" and larger dia <sup>e</sup> (min, in)	3/4	1	--
Sleeve width (min, in)	10-1/2	10-1/2	10-1/2
Watertightness	Where described	Where described	Required

<sup>a</sup>Positive joints must comply with either (1) shear strength, moment strength, and joint overlap-sleeve properties, or (2) shear strength and joint overlap-integral characteristics.

<sup>b</sup>Joints for downdrains have at least the specified values when tested with joints sealed to comply with the watertightness requirement.

<sup>c</sup>Limits 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.

<sup>d</sup>Joints designed to comply with required values by means other than joint overlap as shown in the table may be used if authorized.

<sup>e</sup>Inside diameter of circular pipes or inside horizontal dimension of oval or arch pipes.

Storm drains, side storm drains, and fittings must be open, clean, and free draining upon final completion of the work.

#### Materials:

Resilient joint material must be a neoprene expanded rubber or sheet rubber gasket, "O" ring rubber gasket, butyl rubber base joint sealant, or other authorized resilient material.

All joints, including any connection, must be capable of transferring the required shear across the joint.

#### Payment:

Full compensation for CULVERT AND DRAINAGE PIPE JOINTS shall be included in the price for bid item 18" CMP CULVERT (EXTENSION), paid by the LINEAR FOOT (LF) and no separate payment will be made therefor.

## 66. CORRUGATED METAL PIPE

Corrugated metal pipe shall meet CT Specifications, Section 66, and installation shall comply with CT Specifications, Section 61.

Excavation, backfill, and shaped bedding must comply with Section 19.

#### Submittals:

Submit a certificate of compliance for:

1. Corrugated steel materials
2. Corrugated aluminum materials

#### Materials:

Corrugated metal pipe must be corrugated aluminum pipe or corrugated steel pipe as described.



Do not mix aluminum and steel materials in any installation, except coupling band fastening hardware.

Ship, handle, and lay corrugated metal materials in a way that prevents bruising, scaling, or breaking of the galvanized surface, aluminized surface, or protective coating.

**Dimensions and Thickness:**

Dimensions and thicknesses shown are nominal and must comply with AASHTO M 36 for corrugated steel pipe and AASHTO M 196 for corrugated aluminum pipe.

**Coupling Bands:**

The metal bands must be corrugated, dimpled, or otherwise formed in a way that will effectively engage the corrugations of the pipe ends.

Coupling bands for corrugated steel pipe must comply with AASHTO M 36. Coupling bands for corrugated aluminum pipe must comply with AASHTO M 196.

If channel or wing channel coupling bands are used, the interior bend radii of the pipe flange and the channel must be at least the thickness of the metal of which they are formed

**Corrugated Steel Pipe:**

Corrugated steel materials must comply with AASHTO M 36 and be fabricated from either zinc-coated steel sheet or aluminum-coated steel sheet as shown.

Zinc-coated steel sheet must comply with AASHTO M 218, except the coating weight is determined under ASTM A123/A123M and A153/A153M.

Aluminum-coated steel sheet must comply with AASHTO M 274.

**Fabrication:**

Corrugated steel pipe must be fabricated by one of the following methods:

1. Riveting
2. Helically corrugated steel pipe with a continuous helical lock seam
3. Continuous helical welded seam paralleling the corrugation

Pipes fabricated from 0.050-inch-thick sheets must be helically corrugated steel pipe with a continuous helical lock seam or a continuous helical welded seam.

Annular corrugated steel pipe must be fabricated from sheets having either 2-2/3-by-1/2-inch or 3-by-1-inch corrugations.

**Damaged Galvanizing:**

If you burn the galvanized surfaces by welding, thoroughly clean all the surfaces of the welded connections by wire brushing and remove all traces of the welding flux and loose or cracked galvanizing before repair.

Repair damaged galvanized surfaces as follows:

1. Clean by thoroughly wire brushing damaged areas and removing loose and cracked

- coating.
2. Paint cleaned areas with 2 applications of organic zinc-rich primer. Do not use aerosol cans.

**Corrugated Aluminum Pipe:**

Corrugated aluminum materials must comply with AASHTO M 196 and AASHTO M 197.

**Fabrication:**

Corrugated aluminum pipe must be fabricated by riveting or with a continuous helical lock seam paralleling the corrugations. Annular or helically corrugated pipe must be fabricated from sheets having 2-2/3-by-1/2-inch or 3-by-1-inch corrugations.

**Construction:**

Excavate a pipe trench to the lines and grades established by the Engineer. Grade and prepare the trench bottom to provide a firm and uniform bearing throughout the entire pipe length.

Lay annular corrugated pipe in a trench with:

1. Outside laps of circumferential joints upgrade
2. Longitudinal laps positioned other than in the invert
3. Separate sections spaced not more than 1-1/2 inches apart and then firmly joined together

Lay helical corrugated pipe in a trench with separate sections spaced not more than 1-1/2 inches apart and then firmly joined together with corrugations in alignment.

Corrugations or projections on the coupler must properly engage the corrugations of the pipe section before bolts are tightened.

Connect new corrugated metal pipe to new or existing drainage facilities as shown. Wherever pipes are connected to inlet and outlet structures, place the ends of the pipes flush or cut them off flush with the structure face.

**Payment:**

The payment quantity for corrugated metal pipe is the length measured along the centerline of the pipe and parallel with the slope line. The payment quantity includes the length of pipe joint systems, couplers, reducers, bends, wyes, tees, and other branches to the point of intersection. Pipe reducers are paid for as pipe of the larger diameter connected to the reducer.

If pipes are cut to fit a structure or slope, the payment quantity is the length of pipe necessary to be placed before cutting, measured in 2-foot increments.

The contract unit price paid for 18" CMP CULVERT (EXTENSION) shall be per the LINEAR FOOT (LF) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including structure excavation / backfilling, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

## **70. MISCELLANEOUS DRAINAGE FACILITIES**

### **Metal Flared End Sections:**

Metal flared end sections must be prefabricated steel or aluminum sections.

Prefabricated steel flared end sections must comply with AASHTO M 36 and AASHTO M 218.

Prefabricated aluminum flared end sections must comply with AASHTO M 196 and AASHTO M 197.

### **Payment:**

Payment for METAL FLARED END SECTION shall be per EACH (EA) end section installed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including backfilling, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

## **82. SIGNS AND MARKERS**

### **GENERAL:**

Section includes general specifications for fabricating and installing sign panels and markers and constructing roadside signs. Signs and markers must comply with the *California MUTCD*, *California Sign Specifications*, *California Standard Specifications* (2015), Section 82, and the FHWA publication *Standard Highway Signs and Markings*.

### **Submittals:**

Submit a manufacturer's specification sheet showing the proposed sign meets CA requirements and/or a certificate of compliance as applicable for:

1. Aluminum sheeting
2. Retroreflective sheeting
3. Screened-process colors
4. Nonreflective, opaque, black film
5. Protective-overlay film

### **Construction:**

You may cut the ends of wood posts at the job site. If cutting or boring is performed after treating posts with preservative, manually apply preservative to the cuts and holes.

Drill 2 holes in each wood post to provide the breakaway feature shown.

The line between the center of the top of a post and the center of the post at ground level must not deviate from a plumb line by more than 0.02 foot in 10 feet.

Backfill the space around wood posts with earth or sand that is free of rocks or other deleterious material. Backfill around laminated wood box posts with granular material. Place the backfill material in layers approximately 1/3 foot thick. Moisten and thoroughly compact each layer.

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

The Engineer will reject damaged signs, defective signs, and signs with spelling errors before or after installation.

**Payment:**

The price paid for signs (BIKE SIGN – DOUBLE (W11-1, W16-1) and SIDE ROAD AHEAD SIGN (W2-2L)) shall be per EACH (EA) sign installed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

**84. MARKINGS****General:**

This work shall consist of application of painted pavement striping and markings including applying paint and glass beads. Equipment, mixing, surface preparation, application, and tolerances for furnishing and applying traffic striping and pavement markings shall conform to Section 84, "Markings" of the CT Specifications and these Technical Specifications.

**Submittals:**

Submit manufacturers specification sheet for approval prior to the start of work. Submit a certificate of compliance for all Paint Materials including glass beads prior to placement. Certificate of compliance shall include product name, lot or batch number, and manufacturer date.

**Materials:**

Traffic stripes and pavement markings must be retroreflective. Within 30 days of applying traffic stripes and pavement markings, the retroreflectivity of the stripes and markings must be a minimum of  $250 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$  for white and  $125 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$  for yellow when measured under ASTM E1710.

Paint type shall be Waterborne traffic line (State Specification PTWB-01R2, or as approved by the Engineer) and shall be applied in two (2) coats.

Glass Beads shall be per CT Specifications Section 84 and applied in each coat of paint.

**Construction:**

A completed traffic stripe must:

1. Have clean, well-defined edges without running or deformation
2. Be uniform
3. Be straight on a tangent alignment and on a true arc on a curved alignment

The width of a completed traffic stripe must not deviate from the width shown by more than 1/4 inch on a tangent alignment and 1/2 inch on a curved alignment.

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of each section of broken traffic stripe so that a normal striping machine can repeat the pattern and superimpose successive coats on the applied traffic stripe.

A completed pavement marking must have well-defined edges without running or deformation.

Protect newly placed traffic stripes and pavement markings from traffic and other deleterious

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activities until the paint is thoroughly dry.

Apply a traffic stripe or a pavement marking only to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

Use mechanical wire brushing to remove dirt, contaminants, and loose material from the pavement surface that is to receive the traffic stripe or pavement marking.

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

For a new surface, except for the black stripe between the 2 yellow stripes of a double traffic stripe, apply traffic stripes and pavement markings in 2 coats. The 1st coat of paint must be dry before applying the 2nd coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 4-inch-wide yellow stripes of a double traffic stripe.

If the two 4-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

Apply each coat of paint for any traffic stripe in 1 pass of the striping machine, including the glass beads, regardless of the number, width, and pattern of the individual stripes.

At least 48 hours shall elapse between asphalt paving and/or application of a bituminous seal coat and permanent pavement marking. Traffic Stripes and Pavement Marking Paint shall be applied in conformance with CT Specifications Section 84.

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

- Centerline shall be constructed in conformance with CT Standard Plan A20A – Detail 5, Detail 18 and Detail 21.
- Right Edgeline shall be constructed in conformance with CT Standard Plan A20B – Detail 27B.
- "STOP" Marking shall be constructed in conformance with the Pavement Marking Words on CT Standard Plan A24D – STOP.
- Stop Bar shall be constructed in conformance with CT Standard Plan A24E. – LIMIT LINE (STOP LINE)

Apply Glass Beads to paint per CT Specifications Section 84.

**Inspection:**

Any markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

**Payment:**

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing

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all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

A double traffic stripe consisting of two 4-inch-wide yellow stripes separated by a 3-inch-wide black stripe is measured as a single traffic stripe.

Payment quantity of CENTERLINE (Paint) is the length (Linear Feet, LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of RIGHT EDGELINE (Paint) is the length (Linear Feet, LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of STOP BAR (Paint) will be measured by EACH (EA) painted line at the location designated on the plans.

Payment quantity of "STOP" (Paint) marking will be measured by EACH (EA) marking painted at the location designated on the plans.

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# APPENDIX A

**TABLE 1**  
**EASTSIDE LANE REHABILITATION PROJECT**  
**SCHEDULE OF MINIMUM SAMPLING AND TESTING FOR ACCEPTANCE**  
 Project No. RSTPL-I5947(056)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
<b>Aggregate Base</b>  <b>Subbase</b>  <b>Asphalt Grindings</b>	Maximum Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Per CT 125
	Sieve Analysis	CT 202	Minimum 1 per material/type	
	Sand Equivalent	CT 217		
	Durability Index	CT 229		
	R-Value	CT 301	At Engineer's Discretion	
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 square feet of work area	In-Place Compacted Aggregate
<b>Structure Backfill</b>	Sieve Analysis	CT 202	Minimum 1 per material/type	Per CT 125
	Sand Equivalent	CT 217		
<b>Select Backfill</b>	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts	Compacted lift or subgrade
<b>Hot Mix Asphalt</b>  <b>Asphalt Concrete</b>	Sieve Analysis (Coldfeed, RAP)	CT 202	Minimum 1 per Lot (Lot = 1 day's production or 2,000 tons, whichever is smaller)	Coldfeed / RAP at Batch Plant during production of HMA per CT 125
	Sand Equivalent	CT 217		Random Location per CT 125
	Theoretical Maximum Specific Gravity and Density	CT 309		
	Asphalt Binder Content	CT 382		
	HMA Moisture Content	CT 370		
	In-Place Density and Relative Compaction	ASTM D2950 or CT 375	Minimum of 10 test per 500 tons of HMA placed AND 1 test on the longitudinal joint per every 750 foot section	In-place during final compaction at randomly determined locations
	Asphalt Binder	NA	Sample 1 Min per day for production of 200 tons or more per day; No testing required unless directed by Engineer	At Batch Plant per CT 125
	Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt	CT 308	As directed by Engineer* (3 cores per 500 tons of HMA; 1 core per 750 ft of longitudinal joint)	At randomly determined Project Location

\*Asphalt coring will be required if compaction results do not meet specification; Coring and laboratory testing (CT 308) will be at contractor's expense.

ASTM - American Society for Testing and Materials  
 CT - Caltrans Test Method



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**DEPARTMENT OF PUBLIC WORKS**

# **QUALITY ASSURANCE PROGRAM (QAP)**

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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](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
<b>Excavation / Embankment</b>	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
	<b>Subgrade</b>	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
<b>Imported Borrow</b>				
<b>Aggregate Base</b>	Maximum Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Per CT 125
	<b>Subbase</b>	Sieve Analysis	CT 202	
	<b>Asphalt Grindings</b>	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 D6938 or CT 231	Minimum 1 test per 5000 square feet of work area; Minimum one test per Lot	In-Place Compacted Aggregate
<b>Structure Backfill</b>	Sieve Analysis	CT 202	Minimum 1 per material/type	Per CT 125
	Sand Equivalent	CT 217		
<b>Select Backfill</b>	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts	Compacted lift or subgrade
<b>Hot Mix Asphalt</b>	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
	<b>Asphalt Concrete</b>	Sand Equivalent		
	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)

<b>Material</b>	<b>Property or Characteristic</b>	<b>Test Method*</b>	<b>Frequency</b>	<b>Sampling Point</b>
<b>Portland Cement Concrete (Structural)</b>	Making and Curing Concrete Cylinders	ASTM C31 or CT 540	Minimum 1 set of 5 cylinders per 100 cubic yards of concrete	Per ASTM C172 or CT 539
	Temperature	ASTM C1064 or CT 557	1 per sample	Per ASTM C172 or CT 539
	Slump	ASTM C143 or CT 556	1 per sample	Per ASTM C172 or CT 539
	Air Entrainment	ASTM C231 or CT 504	Minimum 1 per sample if concrete mix design specifies air entrainment	Per ASTM C172 or CT 539
	Unit Weight	ASTM C138 or CT 518	1 per sample	Per ASTM C172 or CT 539
	Compressive Strength	ASTM C39 or CT 521	7 days and 28 days**	NA

\* American Concrete Institute (ACI) provides certification to perform the relevant ASTM test methods and practices.

\*\* If the concrete mix design contains fly ash or similar additive, frequency shall be 7 days and 42 days.

ACI - American Concrete Institute  
 ASTM - American Society for Testing and Materials  
 CT - Caltrans Test Method

# **SECTION IV**



## **PROJECT PLANS**

**Eastside Lane Rehabilitation Project**

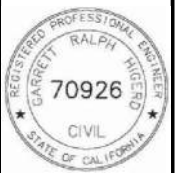
**RSTPL-I5947(056)**

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# EASTSIDE LANE REHABILITATION PROJECT

## FEDERAL PROJECT NO. RSTPL-I5947(056)

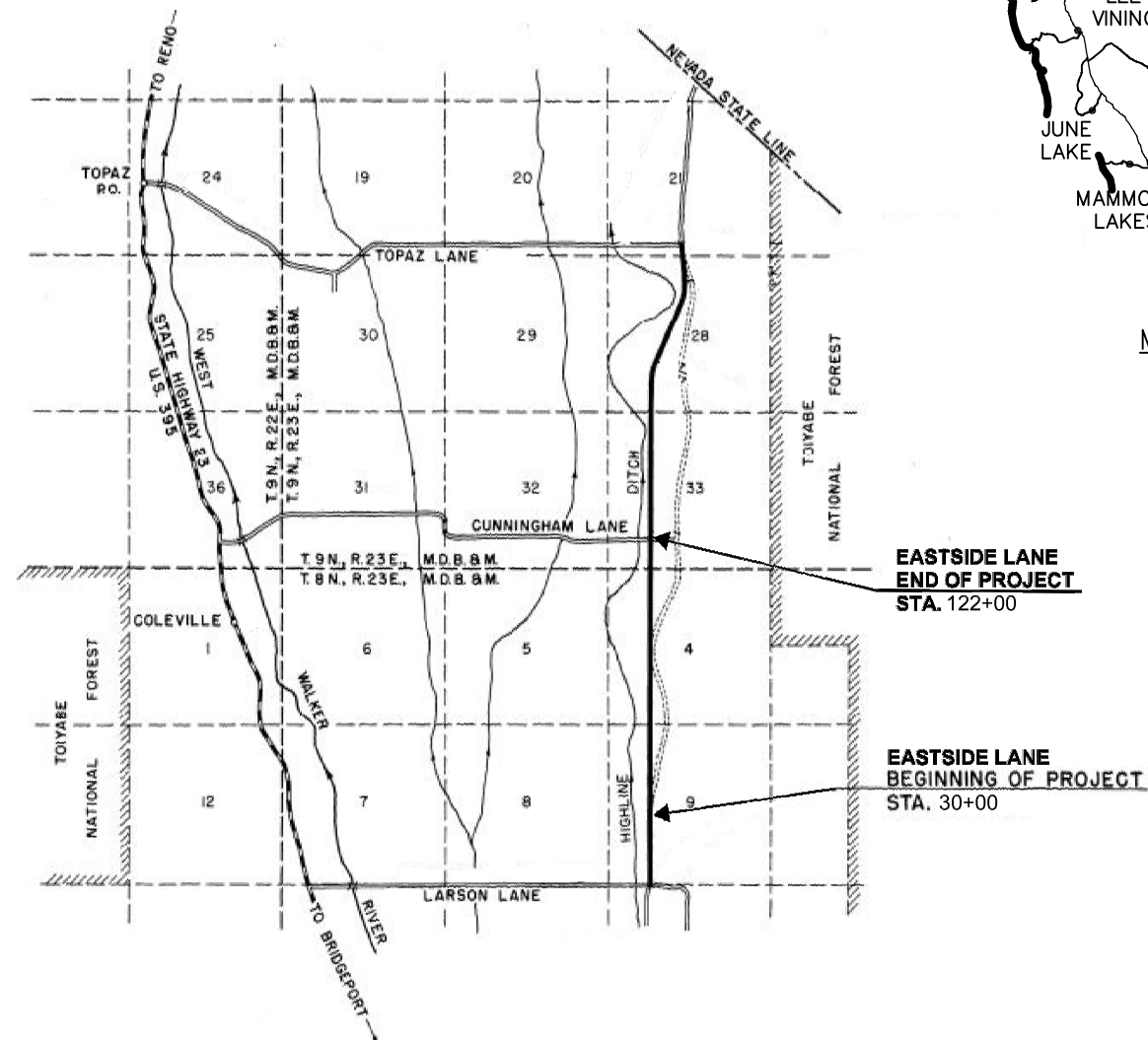
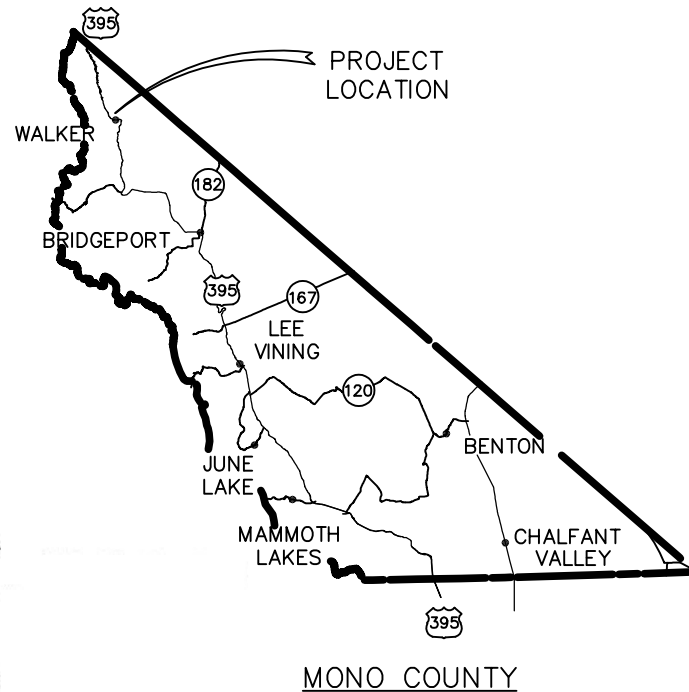


Garrett Ralph Hickey

EXP. 6/30/2019

SIGNED:

05/09/2019



PROJECT LOCATION MAP  
NO SCALE

### SHEET & PLAN SET INDEX

- T1 : TITLE SHEET AND LOCATION MAP
- T2 : TYPICAL ROAD SECTIONS & GENERAL CONSTRUCTION NOTES

#### BASE BID A:

- C1: EASTSIDE LN PLAN & PROFILE STA 30+00 TO 36+00
- C2: EASTSIDE LN PLAN & PROFILE STA 36+00 TO 46+00
- C3: EASTSIDE LN PLAN & PROFILE STA 46+00 TO 56+00
- C4: EASTSIDE LN PLAN & PROFILE STA 56+00 TO 66+00
- C5: EASTSIDE LN PLAN & PROFILE STA 66+00 TO 76+00
- C6: EASTSIDE LN PLAN & PROFILE STA 76+00 TO 87+00
- C7: EASTSIDE LN PLAN & PROFILE STA 87+00 TO 97+00

#### ALTERNATE BID B:

- C8: EASTSIDE LN PLAN & PROFILE STA 97+00 TO 108+00
- C9: EASTSIDE LN PLAN & PROFILE STA 108+00 TO 109+50

#### ALTERNATE BID C:

- C9: EASTSIDE LN PLAN & PROFILE STA 109+50 TO 119+00
- C10: EASTSIDE LN PLAN & PROFILE STA 119+00 TO 122+00

- C11: EASTSIDE LN STRIPING PLAN AND DETAILS

### ABBREVIATIONS

AB	AGGREGATE BASE	HMA	HOT MIX ASPHALT
AC	ASPHALT CONCRETE	HP	HIGH POINT
BTM	BOTTOM	INV	INVERT
BVCE	BEGIN VERTICAL CURVE ELEVATION	K	RATE OF VERTICAL CURVATURE
BVCS	BEGIN VERTICAL CURVE STATION	LF	LINEAR FEET
CMP	CORRUGATED METAL PIPE	LP	LOW POINT
CY	CUBIC YARDS	LVC	LENGTH OF VERTICAL CURVE
CT	CALTRANS	MAX	MAXIMUM
EG	EXISTING GRADE	MIN	MINIMUM
ELEV	ELEVATION	NBL	NORTHBOUND LANE
EPS	EDGE OF PAVEMENT SURFACE	PVI	POINT OF VERTICAL INTERSECTION
EVCE	END VERTICAL CURVE ELEVATION	R/W	RIGHT-OF-WAY
EVCS	END VERTICAL CURVE STATION	SBL	SOUTHBOUND LANE
ETW	EDGE OF TRAVELED WAY	SQYD	SQUARE YARDS
EXIST	EXISTING	STA	STATION
FG	FINISH GRADE	STD	STANDARD
FL	FLOW LINE	SDP	STORM DRAIN PIPE
FS	FINISH SURFACE	TYP	TYPICAL
GB	GRADE BREAK	VC	VERTICAL CURVE

### LEGEND

- ROAD RIGHT-OF-WAY
- ROAD CENTERLINE
- EXISTING GROUND CONTOUR & ELEV.
- PROPOSED ASPHALT CONCRETE PAVING AREA
- TEMPORARY BENCHMARK PER NAVD 88: PAINTED WHITE "X" MARKING LABELED "76" ON OFFAL ROAD. NORTHING: 2389907.263 EASTING: 6858763.831 ELEVATION: 5378.40

#### REFERENCED CALTRANS STANDARD PLANS (2015):

1. A20A: PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS
2. A20B: PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS
3. A20D: PAVEMENT MARKINGS WORDS
4. A24E: PAVEMENT MARKINGS, WORDS, LIMIT, AND YIELD LINES

#### EASTSIDE LANE ASPHALT CONCRETE CORING DATA

LOCATION	LANE	THICKNESS (IN)
1,954' NORTH OF OFFAL RD	NBL	4.9
11,965' NORTH OF OFFAL RD	SBL	4.1

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Drawing Date: 05/09/2019	Rev.#
Prepared By: CAS	Date
Checked By: GRH	Revision

EASTSIDE LANE REHABILITATION PROJECT  
FEDERAL PROJECT NO. RSTPL-I5947(056)  
TITLE SHEET  
LOCATION MAP & SHEET INDEX

SHEET  
**T1**

# GENERAL CONSTRUCTION AND SITEWORK SPECIFICATIONS

**GENERAL:**

1. ALL WORK SHALL CONFORM TO THESE PLANS, PROJECT SPECIFICATIONS, MONO COUNTY ORDINANCES AND STANDARDS, AND "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS" (2018 GREEN BOOK) ISSUED BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO). RELEVANT PLAN DETAILS AND SPECIFICATIONS ARE ADOPTED FROM CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS AND STANDARD PLANS (2015 EDITION). IN THE EVENT OF A CONFLICT BETWEEN THE PRECEDING DOCUMENTS, THE CONTRACTOR SHALL INFORM THE RESIDENT ENGINEER IMMEDIATELY. THE MONO COUNTY ENGINEERING DEPARTMENT WILL DECIDE WHICH DOCUMENT APPLIES TO THE CONFLICT.
2. CONTRACTOR SHALL CONDUCT ALL GRADING OPERATIONS IN CONFORMANCE WITH THE CONSTRUCTION SAFETY ORDERS OF THE STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF INDUSTRIAL SAFETY. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GENERAL OSHA STANDARDS FOR THE PROTECTION OF WORKMEN AND THE GENERAL PUBLIC.
3. CONTRACTOR SHALL CALL USA ALERT AT (800) 642-2444 AT LEAST 48 HOURS PRIOR TO STARTING WORK. UTILITIES SHOWN ON THESE PLANS ARE LOCATED BASED ON AVAILABLE RECORDS AND FIELD MEASUREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
4. ANY EVIDENCE OF THE HISTORICAL PRESENCE OF MAN FOUND DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE THE MONO COUNTY PUBLIC WORKS DEPARTMENT AND ALL CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL AUTHORIZED BY THAT DEPARTMENT.
5. A PRE-CONSTRUCTION MEETING AT THE PROJECT SITE IS REQUIRED PRIOR TO COMMENCING ANY SITE ACTIVITIES. MONO COUNTY PUBLIC WORKS DEPARTMENT WILL COORDINATE THIS MEETING WITH THE CONTRACTOR AND OTHER RELEVANT AGENCIES.
6. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 8:00 PM MONDAY THROUGH SATURDAY (NO OPERATIONS ALLOWED ON SUNDAY). CONTRACTOR SHALL KEEP NOISE LEVELS OF CONSTRUCTION EQUIPMENT TO A MINIMUM, USING SOUND MUFFLING DEVICES IN ACCORDANCE WITH PREVAILING REQUIREMENTS. SITE PREPARATION AND CONSTRUCTION SHALL BE CONDUCTED SO AS TO MINIMIZE EXCESSIVE NOISE, DUST, DEBRIS AND DISTURBANCE TO NEIGHBORS WITHIN 500 FEET.
7. THE LIMITS OF CONSTRUCTION SPECIFIED ON THESE PLANS SHALL BE CAREFULLY AND FULLY FLAGGED PRIOR TO START OF CONSTRUCTION IN A MANNER TO PREVENT DAMAGE TO VEGETATION AND DISTURBANCE TO SOILS OUTSIDE THE CONSTRUCTION AREA. SITE-DISTURBING ACTIVITIES SHALL BE RESTRICTED TO THE IDENTIFIED BOUNDARIES OF THE PROJECT.
8. RESTRICTIONS ON THE MOVEMENTS OF HEAVY EQUIPMENT SHALL BE ACCOMPLISHED THROUGH THE ESTABLISHMENT OF DESIGNATED TRAVEL ROUTES AND BARRIERS WHICH PREVENT CUTTING, SCARRING AND ROOT DAMAGE TO TREES AND SHRUBS NOT BEING REMOVED.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR, AND WILL BEAR THE COST OF, RESETTING ANY SURVEY STAKES OR MONUMENTS DESTROYED BY HIS OPERATIONS.

**GRADING:**

10. AREAS TO BE GRADED SHALL BE CLEARED OF BRUSH, VEGETATION, LARGE BOULDERS, AND OTHER DELETERIOUS MATERIALS. WASTE MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR TO A LOCATION APPROVED AND PERMITTED TO RECEIVE SUCH MATERIAL.
11. TOPSOIL REMOVED DURING CLEARING ACTIVITIES SHALL BE STOCKPILED WITHIN THE APPROVED LIMITS OF CONSTRUCTION FOR RE-APPLICATION TO SLOPES AND DISTURBED AREAS UPON PROJECT COMPLETION. STOCKPILE LOCATION SHALL BE IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
12. SURPLUS OR WASTE MATERIAL SHALL NOT BE PLACED IN DRAINAGE WAYS.
13. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO CONTROL DUST IN CONSTRUCTION AREAS AND ON SITE ACCESS ROADS. SUFFICIENT WATER SHALL BE MADE AVAILABLE FOR DUST CONTROL PURPOSES. ALL EXPOSED SOIL SURFACES WILL BE MOISTENED AS REQUIRED TO AVOID NUISANCE CONDITIONS AND INCONVENIENCES FOR LOCAL RESIDENTS, BUSINESSES, AND TRAVELERS OF NEARBY ROADWAYS.
14. FINAL CUT AND FILL SLOPES SHALL NOT EXCEED A STEEPNESS OF 2:1 UNLESS OTHERWISE NOTED ON THESE PLANS.
15. FINISHED GRADES IN ALL AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS. NO AREAS SHALL BE LEFT SUCH THAT A PONDING CONDITION OCCURS, EXCEPT WHERE NOTED.

**EROSION CONTROL:**

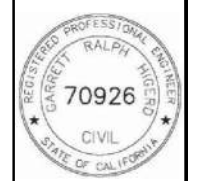
16. CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP). STOCKPILED MATERIALS AND EQUIPMENT STORAGE AREAS SHALL BE LOCATED AS SPECIFIED IN THE APPROVED REPORT. TEMPORARY EROSION CONTROL FACILITIES SHALL BE IN PLACE PRIOR TO COMMENCING ANY GRADING OPERATIONS. UPON COMPLETION OF CONSTRUCTION, PERMANENT EROSION CONTROL FACILITIES SHALL BE PLACED AS DESIGNATED IN THE APPROVED REPORT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON-SITE AT ALL TIMES DURING CONSTRUCTION.
17. DURING CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES SUCH AS BERMS, SILT FENCES, FIBER ROLLS, EROSION CONTROL BLANKETS, OR OTHER METHODS SHALL BE INSTALLED AS NECESSARY TO PREVENT DISCHARGE OF EARTHEN MATERIALS FROM THE SITE DURING PERIODS OF PRECIPITATION OR RUNOFF. SIMILAR MEASURES SHALL BE INSTALLED ON OR AROUND ANY SOIL STOCKPILE LOCATED ADJACENT TO PUBLIC ROADWAYS, RESIDENCES, OR BUSINESSES, IN THE VICINITY OF BODIES OF WATER, OR WHEN REMAINING ON-SITE FOR AN EXTENDED PERIOD.
18. CONTRACTOR SHALL TAKE ALL SUCH MEASURES NECESSARY TO RETAIN SOIL AND SEDIMENT ON-SITE AND TO PREVENT TRACKING OF MUD AND DIRT ONTO PUBLIC ROADWAYS.
19. ALL EXPOSED SOIL SURFACES TO REMAIN SHALL BE STABILIZED AND/OR RE-SEEDED IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP). SEEDED SLOPES SHALL BE PROTECTED BY INSTALLATION OF AN EROSION CONTROL BLANKET, SECURED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
20. AT NO TIME SHALL THE CONTRACTOR DEWATER THE PROJECT SITE BY PUMPING INTO BODIES OF WATER, STORM DRAINS, OR A SUBDRAIN SYSTEM.

**MATERIALS:**

21. COMPACTION TESTING SHALL BE PERFORMED BY THE GEOTECHNICAL ENGINEER AS REQUIRED IN THE PROJECT SPECIFICATIONS. SHOULD ANY COMPACTION TEST FAIL TO MEET THE SPECIFIED MINIMUM DENSITY, THE DEFICIENCY SHALL BE CORRECTED AT THE EXPENSE OF THE CONTRACTOR PRIOR TO ANY ADDITIONAL WORK.
22. BOTTOM SUBGRADE IN AREAS TO RECEIVE FILL SHALL BE SCARIFIED, MOISTURE-CONDITIONED, AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DRY DENSITY FOR THE UPPER 12 INCHES.
23. STRUCTURAL FILL MATERIAL SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DRY DENSITY. SUBGRADE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY FOR THE UPPER 12 INCHES. EXISTING SLOPES OF 3:1 OR STEEPER TO RECEIVE FILL SHALL BE KEPT WITH EQUIPMENT-WIDTH BENCHES PRIOR TO COMPACTION AND FILL PLACEMENT.
24. EARTHEN MATERIAL IMPORTED OR EXCAVATED ON THE PROPERTY MAY BE UTILIZED IN THE FILL, PROVIDED THAT EACH MATERIAL HAS BEEN DETERMINED TO BE SUITABLE BY THE GEOTECHNICAL AND RESIDENT ENGINEER. ALL FILL MATERIAL SHALL BE FREE OF ROCKS GREATER THAN 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 WITH 0.75" MAXIMUM GRADING, CONFORMING TO THE PROVISIONS OF SECTION 39, OF THE PROJECT SPECIFICATIONS. ASPHALT MAY CONTAIN UP TO 15% RAP. AN ASPHALT CONCRETE MIX DESIGN SHALL BE SUBMITTED BY THE CONTRACTOR AND APPROVED BY MONO COUNTY PRIOR TO THE START OF PAVING. PAVEMENT LIFTS SHALL BE COMPACTED AS SPECIFIED IN SECTION 39 OF THE PROJECT SPECIFICATIONS.
27. CORRUGATED METAL PIPE SHALL BE 14 GAUGE AND THE FABRICATION AND INSTALLATION SHALL CONFORM TO THE PROVISIONS OF SECTION 61 AND 66 OF THE PROJECT SPECIFICATIONS.
28. FLARED END SECTIONS SHALL CONFORM TO THE PROVISIONS OF SECTION 75 "MISCELLANEOUS METAL" AND SECTION 70 "MISCELLANEOUS FACILITIES" OF THE PROJECT SPECIFICATIONS.

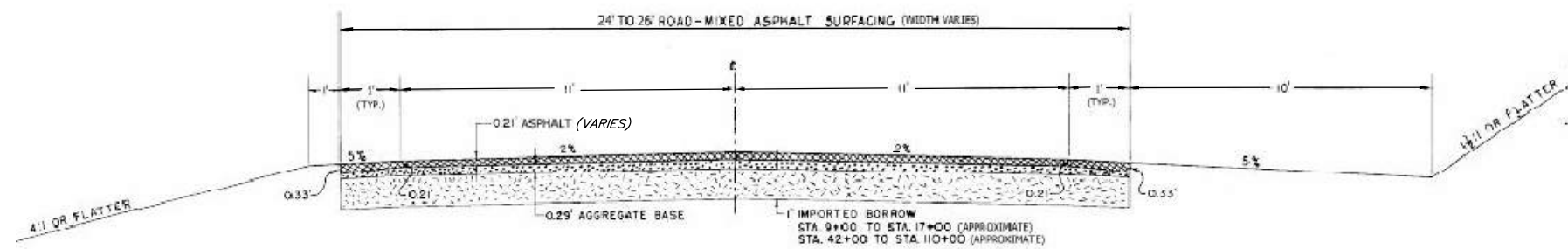
**ENVIRONMENTAL COMMITMENTS:**

29. A QUALIFIED BIOLOGIST SHALL CONDUCT PRE-CONSTRUCTION SURVEYS FOR NESTING BIRDS WITHIN 14 DAYS PRIOR TO THE START OF CONSTRUCTION, BETWEEN THE DATES OF FEBRUARY 15 AND SEPTEMBER 30.
30. A QUALIFIED BIOLOGIST SHALL CONDUCT PRE-CONSTRUCTION SURVEYS FOR CULVERT DWELLING WITHIN 14 DAYS PRIOR TO THE START OF CONSTRUCTION.
31. A "NO WORK" BUFFER MAY BE IMPLEMENTED IF THE BIOLOGIST DETERMINES THAT PROJECT ACTIVITIES ARE IMPACTING NESTING BIRD BEHAVIORS.
32. A FULL-TIME BIOLOGICAL MONITOR MAY BE REQUIRED IF THE BIOLOGIST DETERMINES THAT PROJECT ACTIVITIES ARE IMPACTING NESTING BIRD BEHAVIORS.

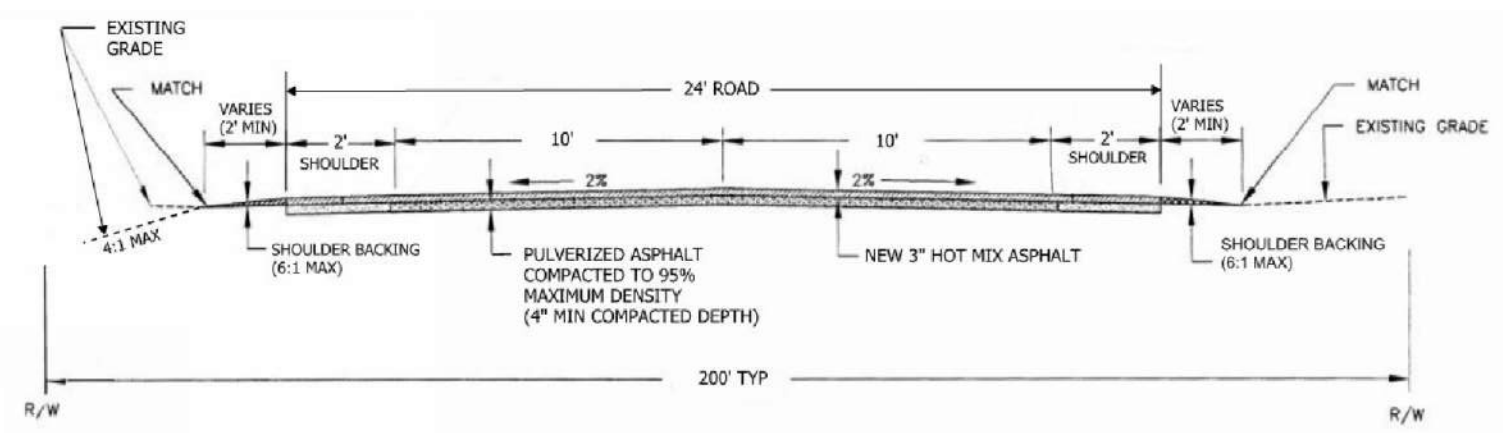


EXP. 6/30/2019  
SIGNED:  
05/09/2019

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Drawing Date: 05/09/2019	Revision
Prepared By: CAS	Date
Checked By: GRH	Rev.#



**EXISTING EASTSIDE LANE ROAD SECTION**  
NOT TO SCALE

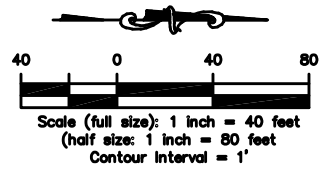


**PROPOSED EASTSIDE LANE ROAD SECTION**  
STA 30+00 TO STA 122+00  
NOT TO SCALE

EASTSIDE LANE REHABILITATION PROJECT  
FEDERAL PROJECT NO. RSTPL-15947 (056)  
CONSTRUCTION NOTES AND  
TYPICAL ROAD SECTION

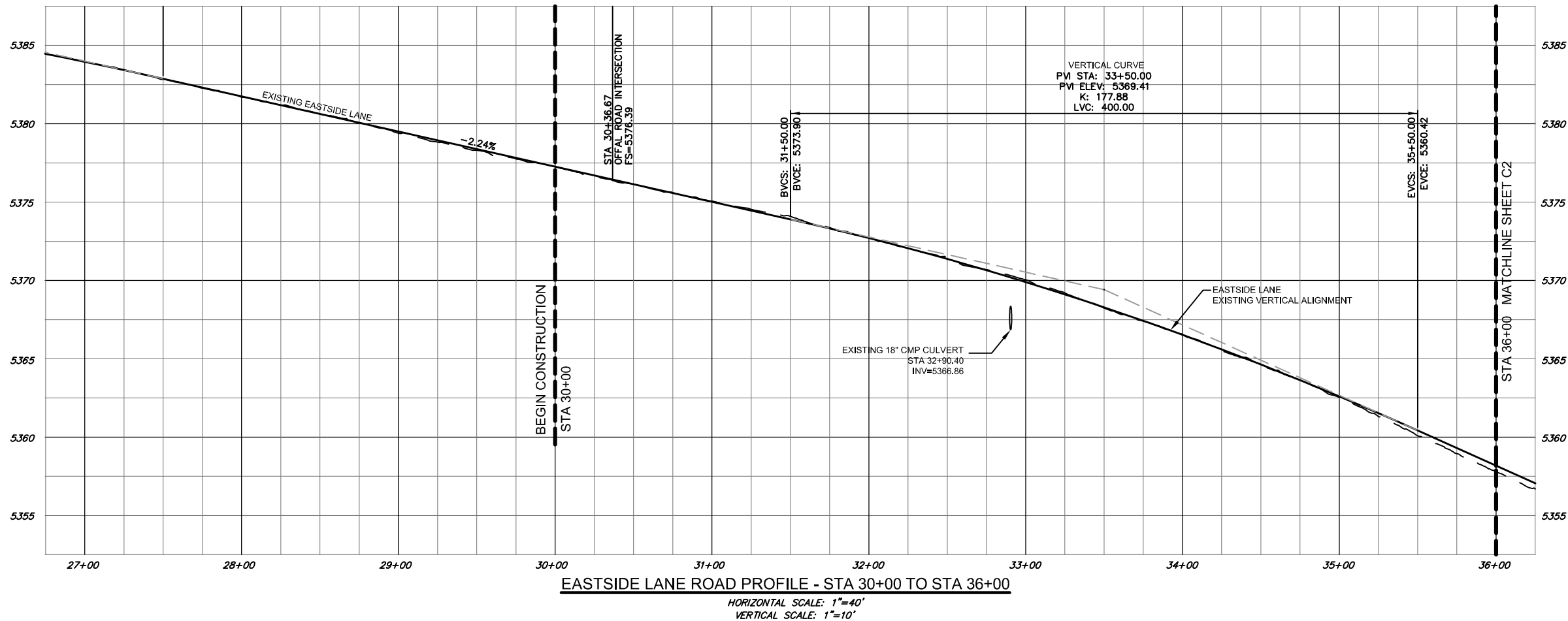
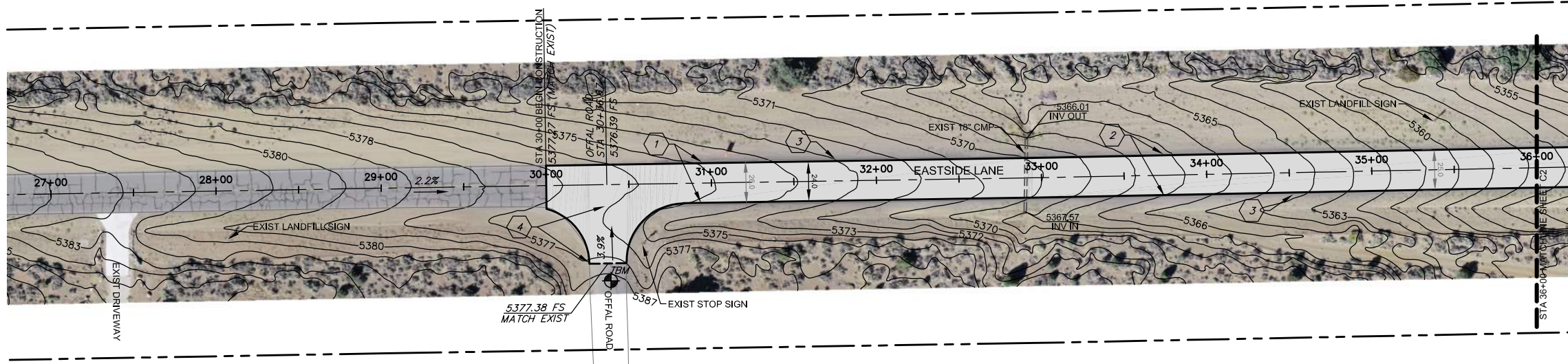
SHEET  
**T2**





### CONSTRUCTION LEGEND

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=7") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
2. PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39.
3. PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER PROPOSED EASTSIDE LANE ROAD SECTION ON SHEET T2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100 LINEAR FEET OF EXISTING CULVERT LOCATIONS OR WATERCOURSES.
4. JOIN EXISTING OFFAL ROAD. CONSTRUCT APRON TO MATCH EXISTING ROAD ELEVATION.



Garrett Anderson  
 EXP. 6/30/2019  
 SIGNED:  
 05/09/2019

MONO COUNTY PUBLIC WORKS DEPARTMENT			
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GRH			

Drawing Date: 05/09/2019  
 Prepared By: CAS  
 Checked By: GRH

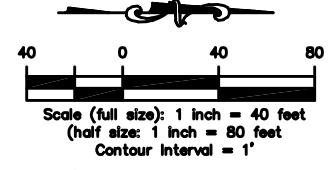
**EASTSIDE LANE REHABILITATION PROJECT**  
 FEDERAL PROJECT NO. RSTPL-15947(056)  
 ROAD PLAN AND PROFILE  
 BASE BID A: STA 30+00 TO STA 36+00

SHEET  
**C1**

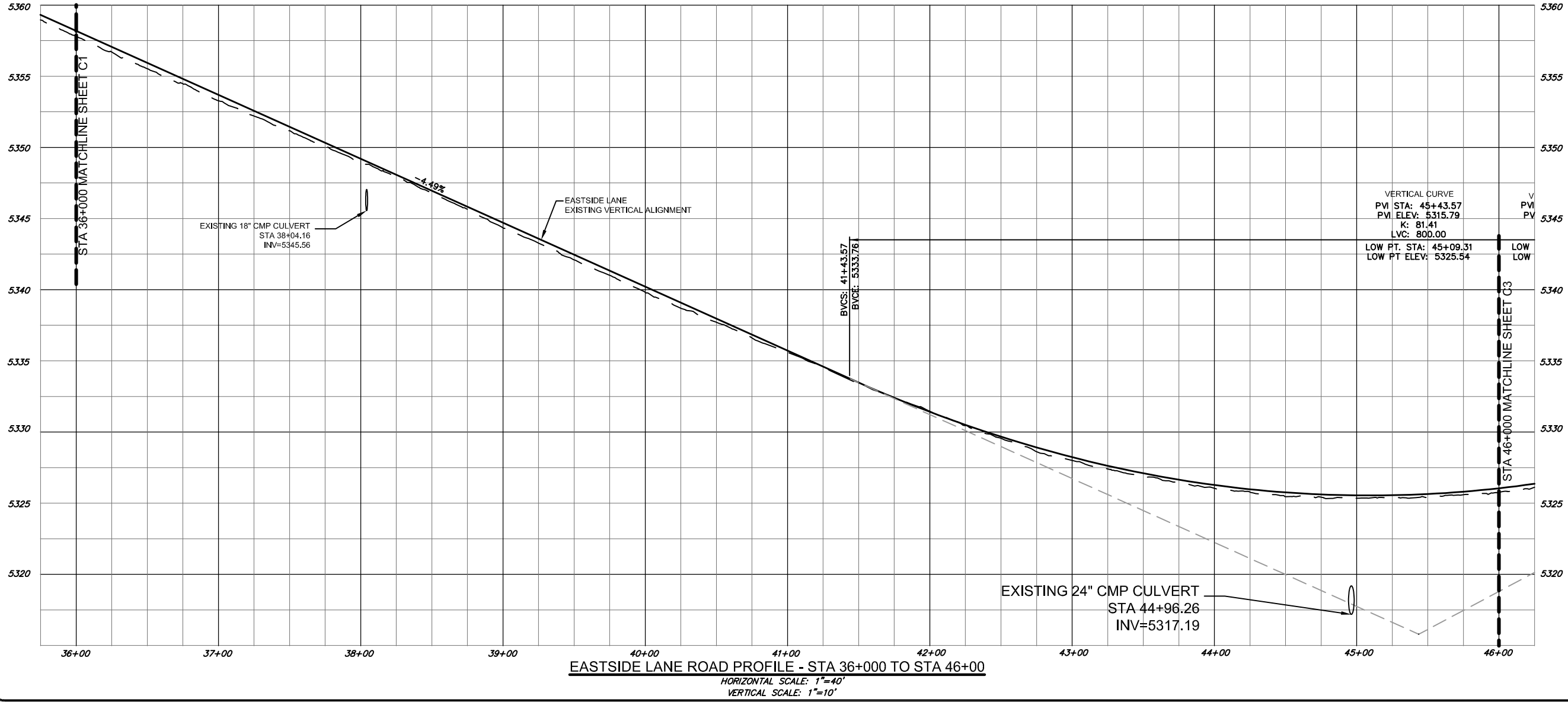
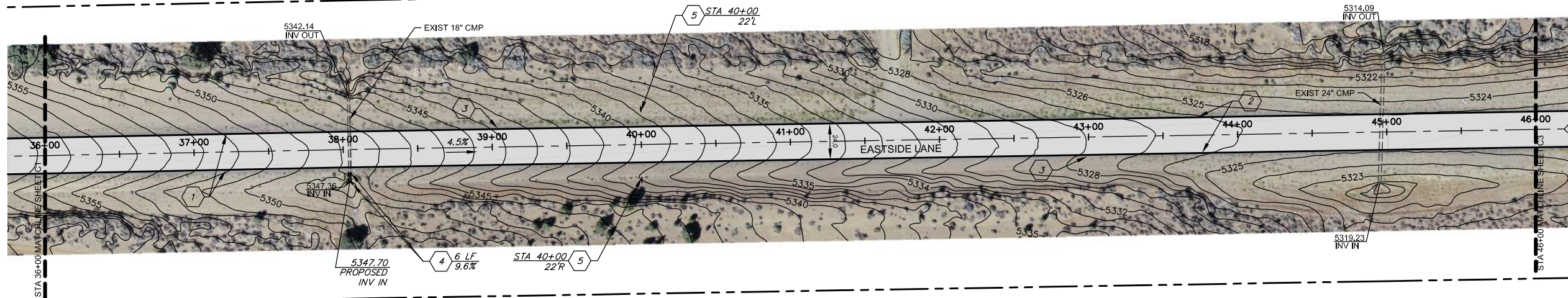


**CONSTRUCTION LEGEND**

- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=7") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
- PLACE AND COMPACT 3" HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39.
- PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER PROPOSED EASTSIDE LANE ROAD SECTION ON SHEET T2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100 LINEAR FEET OF EXISTING CULVERT LOCATIONS OR WATERCOURSES.
- REMOVE PORTION OF DAMAGED 18" CMP CULVERT (APPROX. 3') AND INSTALL NEW 18" CMP (6 LF) PER TRENCH DETAIL ON SHEET C11. RE-ATTACH EXISTING METAL FLARED END SECTION. BACKFILL AND COMPACT TO 95% OF MAXIMUM DRY DENSITY. GRADE ROADSIDE TO MAINTAIN POSITIVE DRAINAGE TO CULVERT INLET. RELOCATE EXISTING CULVERT DELINEATOR.
- INSTALL BIKE WARNING SIGN WITH SUPPLEMENTAL SIGN (30"X30" W11-1, 18"X24" W16-1) PER ROADWAY SIGN PLACEMENT DETAIL ON SHEET 11.



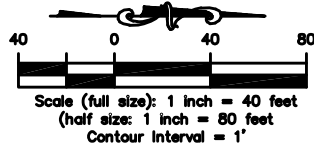
Garrett Hedges  
 EXP. 6/30/2019  
 SIGNED:  
 05/09/2019



MONO COUNTY PUBLIC WORKS DEPARTMENT			
Rev.#	Date	Revision	
Drawing Date: 05/09/2019			
Prepared By: CAS			
Checked By: GRH			

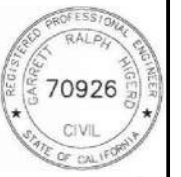
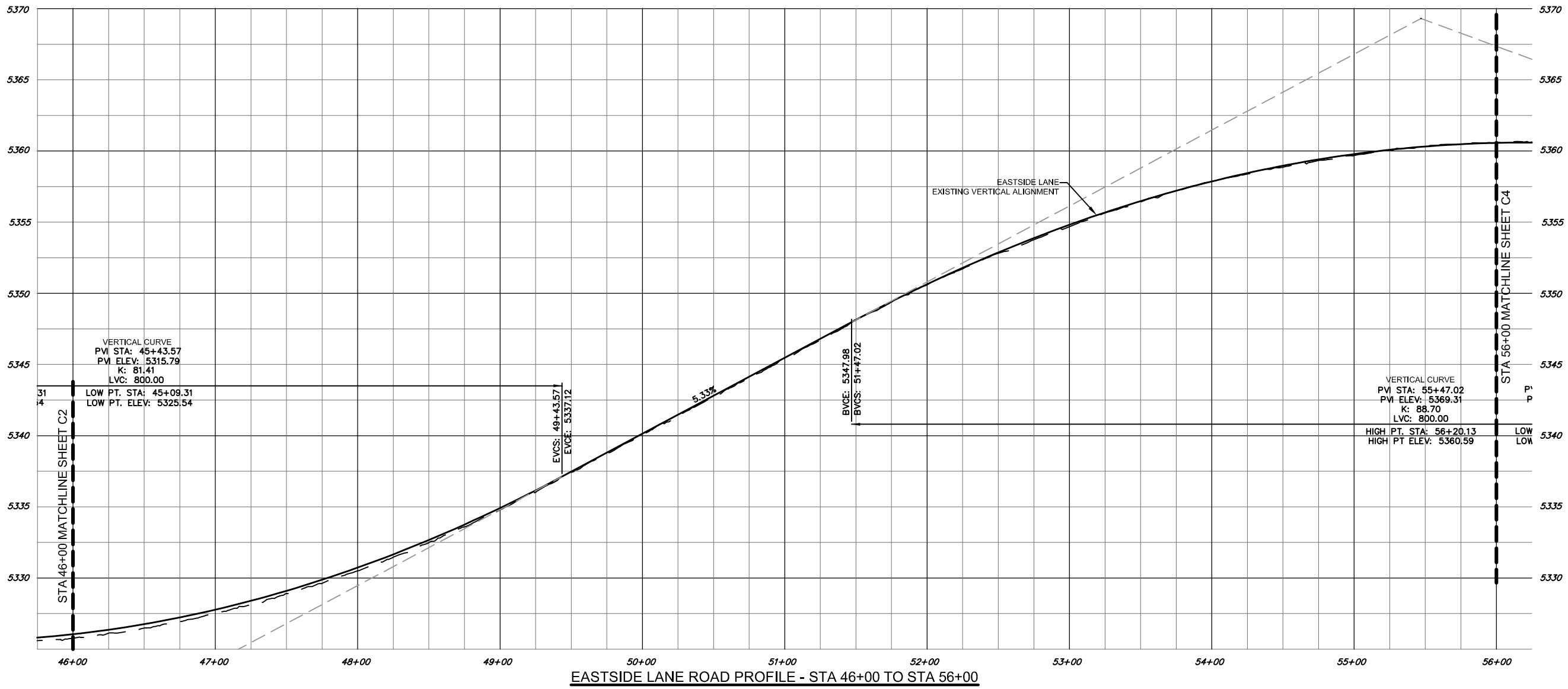
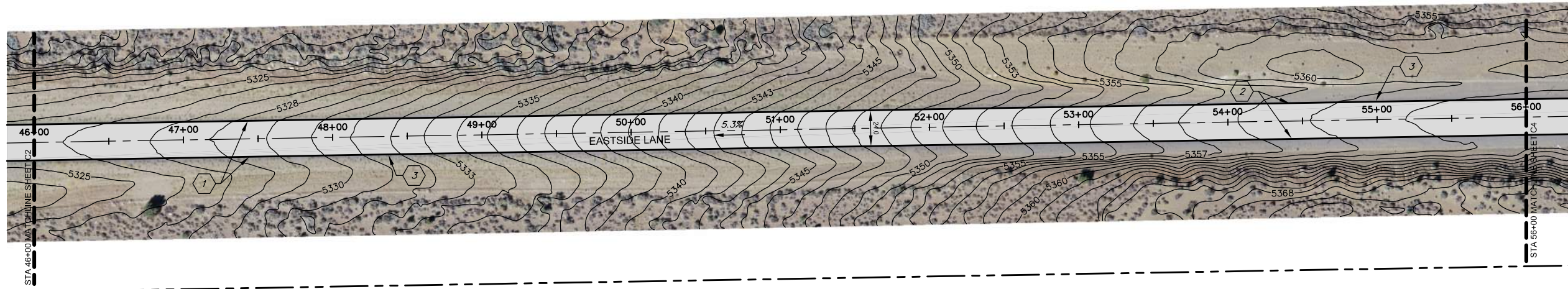
**EASTSIDE LANE REHABILITATION PROJECT**  
 FEDERAL PROJECT NO. RSTPL-15947(056)  
 ROAD PLAN AND PROFILE  
 BASE BID A: STA 36+00 TO STA 46+00

SHEET  
**C2**



**CONSTRUCTION LEGEND**

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=7") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
2. PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39.
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Garrett Ralph  
EXP. 6/30/2019  
SIGNED: 05/09/2019

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Revision
Date	
Drawing Date: 05/09/2019	
Prepared By: CAS	
Checked By: GRH	

**EASTSIDE LANE REHABILITATION PROJECT**  
FEDERAL PROJECT NO. RSTPL-15947(056)  
ROAD PLAN AND PROFILE  
BASE BID A: STA 46+00 TO STA 56+00

SHEET  
**C3**





Garrett Ralph  
 EXP. 6/30/2019  
 SIGNED:  
 05/09/2019

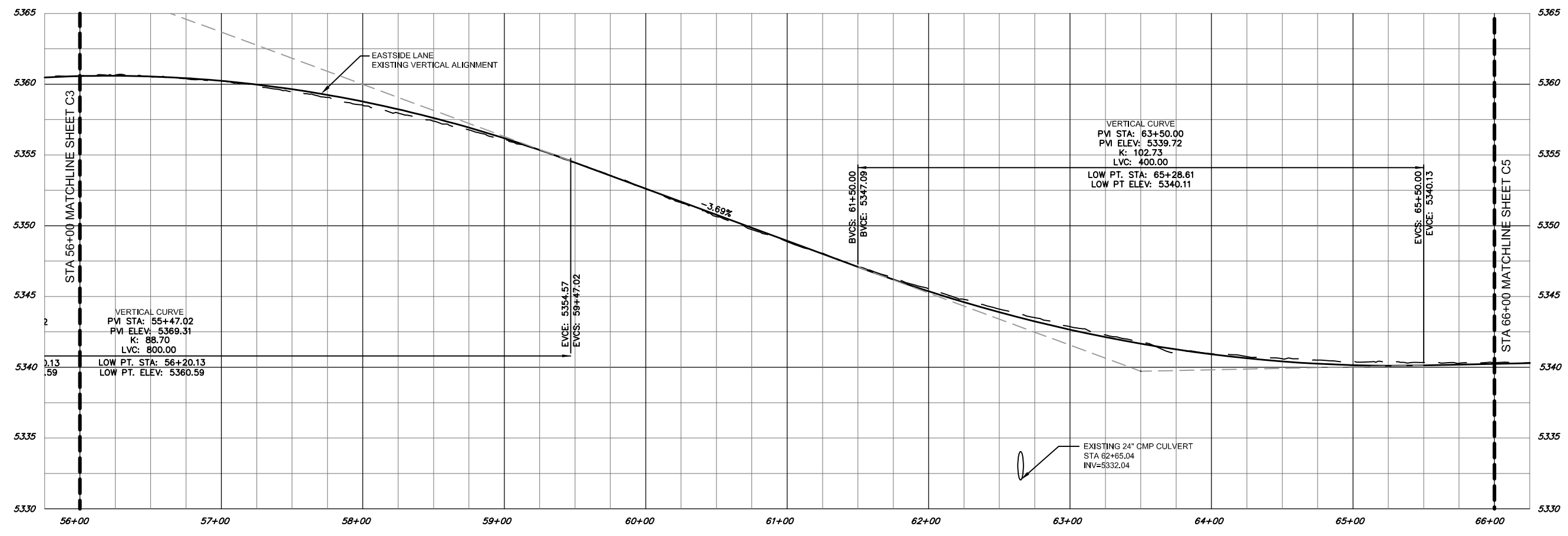
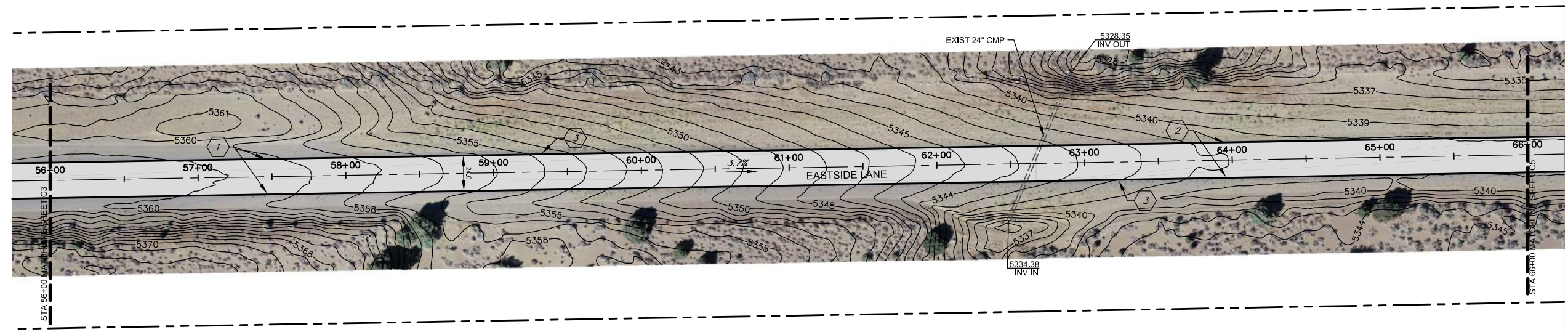
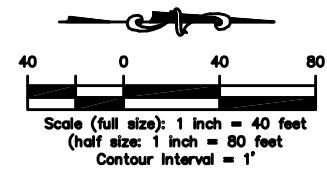
MONO COUNTY PUBLIC WORKS DEPARTMENT	Revision	
	Date	
	Rev.#	
Drawing Date:	05/09/2019	
Prepared By:	CAS	GRH
Checked By:		

EASTSIDE LANE ROAD REHABILITATION PROJECT  
 FEDERAL PROJECT NO. RSTPL-15947(056)  
 ROAD PLAN AND PROFILE  
 BASE BID A: STA 56+00 TO STA 66+00

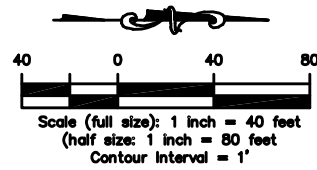
SHEET  
**C4**

**CONSTRUCTION LEGEND**

- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=7") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
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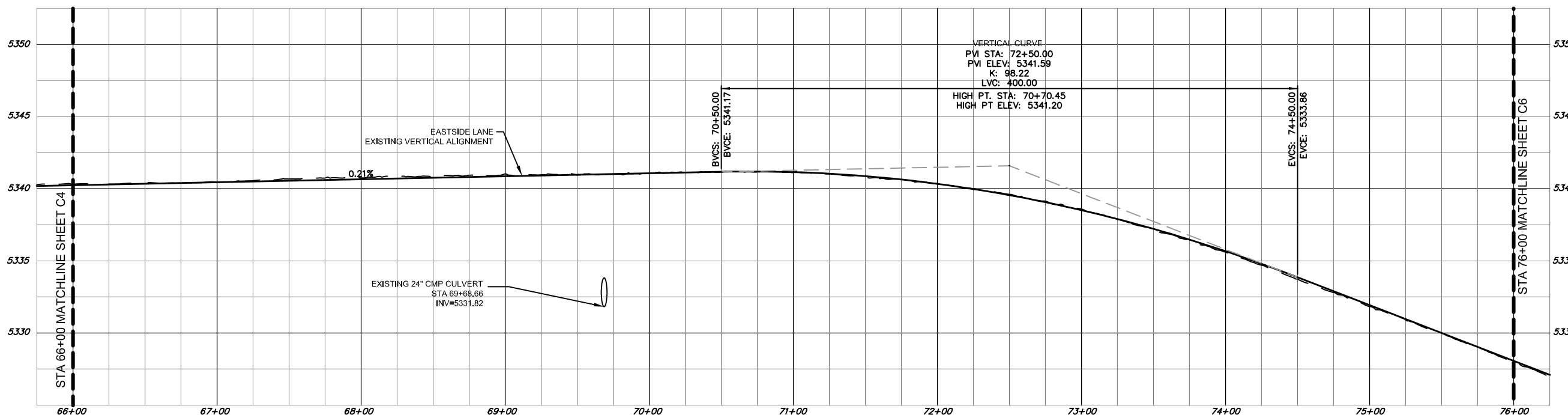
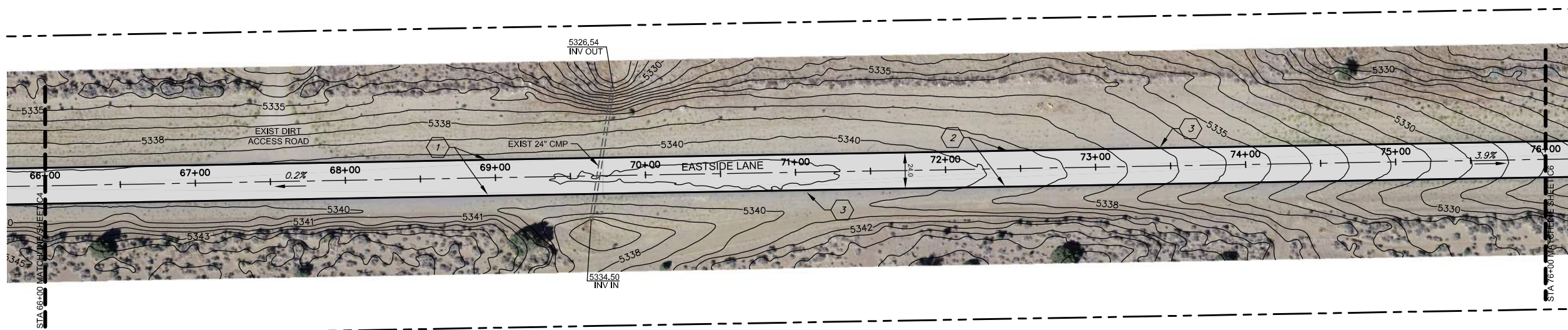


**EASTSIDE LANE ROAD PROFILE - STA 56+00 TO STA 66+00**  
 HORIZONTAL SCALE: 1"=40'  
 VERTICAL SCALE: 1"=10'



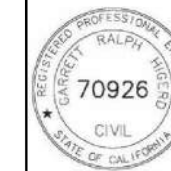
**CONSTRUCTION LEGEND**

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=7") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
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**EASTSIDE LANE ROAD PROFILE - STA 66+00 TO STA 76+00**

HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=10'



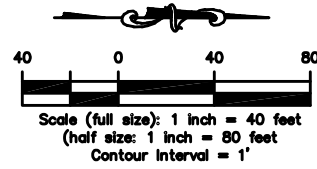
SIGNED: *Garrett Hildebrand*  
EXP. 6/30/2019  
SIGNED: 05/09/2019

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Drawing Date: 05/09/2019	Rev. #
Prepared By: CAS	Date
Checked By: GRH	Revision

**EASTSIDE LANE REHABILITATION PROJECT**  
FEDERAL PROJECT NO. RSTPL-15947(056)  
ROAD PLAN AND PROFILE  
BASE BID A: STA 66+00 TO STA 76+00

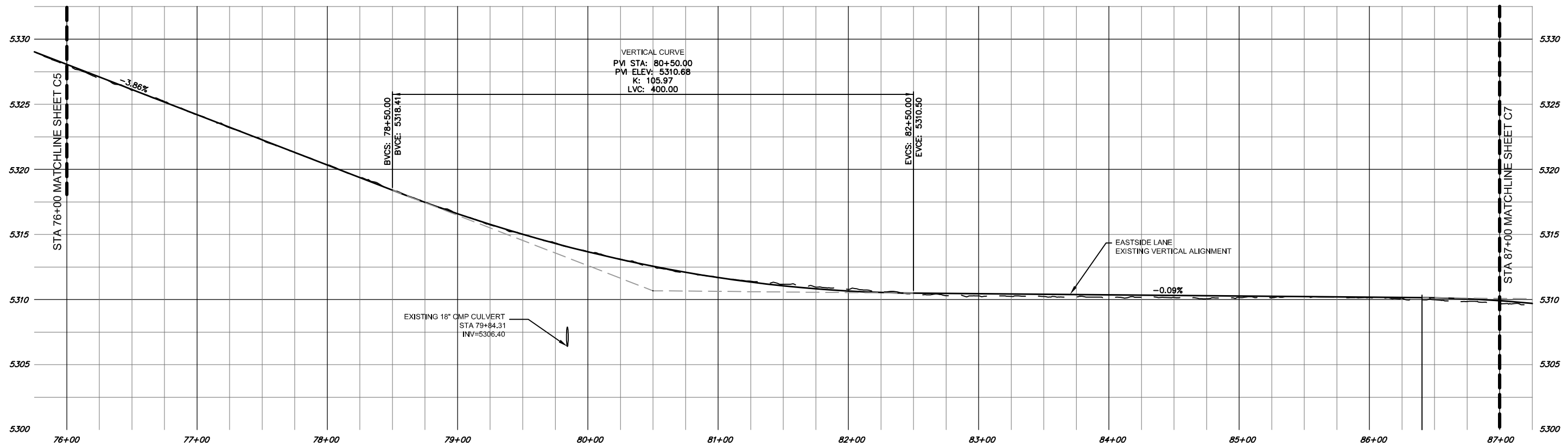
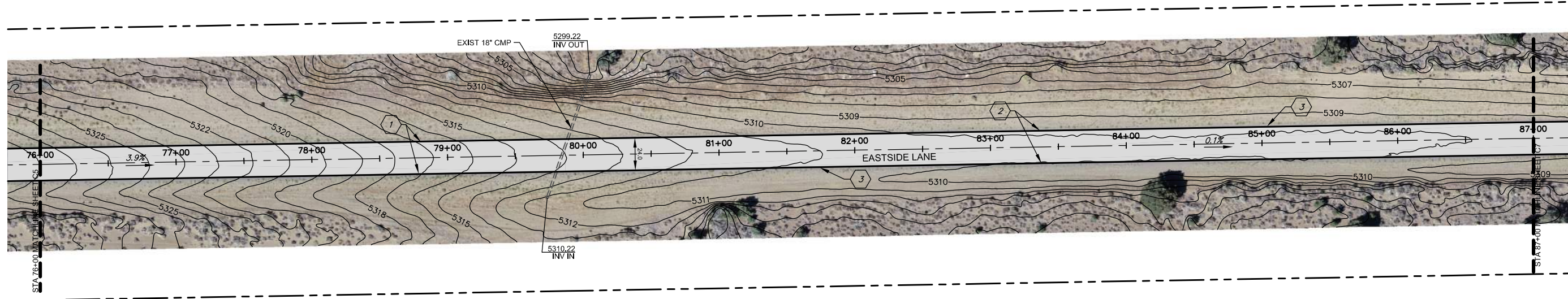
SHEET  
**C5**





### CONSTRUCTION LEGEND

- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=7") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
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EASTSIDE LANE ROAD PROFILE - STA 76+00 TO STA 87+00

HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=10'

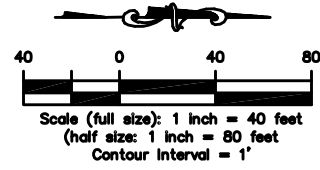


SIGNED: *Garrett Ralph Higgins*  
EXP. 6/30/2019  
SIGNED: 05/09/2019

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05/09/2019			
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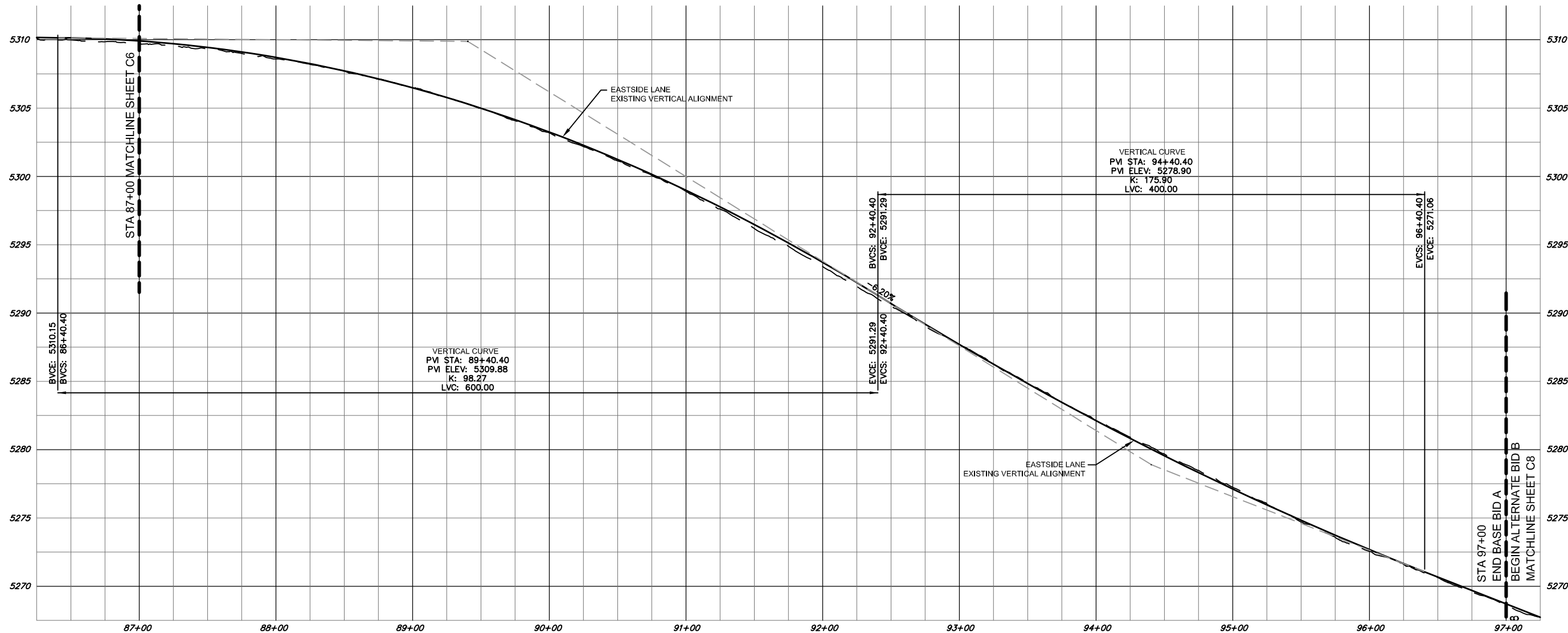
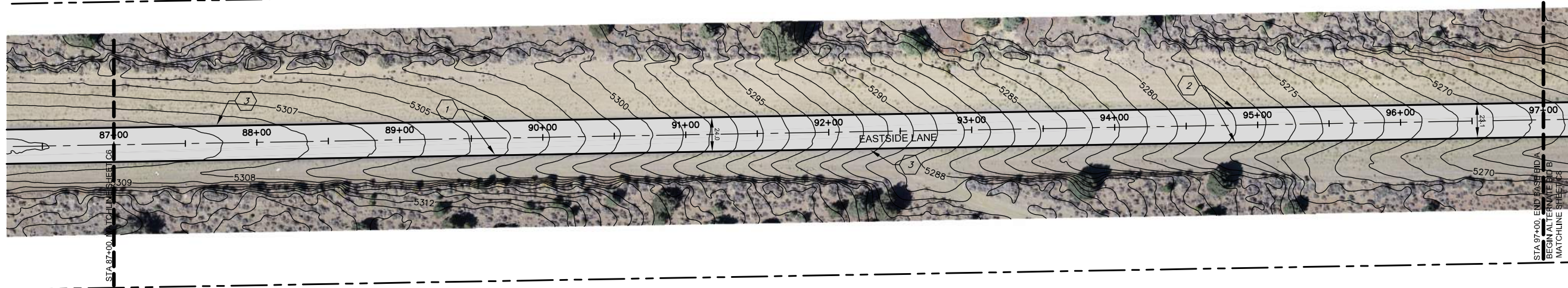
EASTSIDE LANE REHABILITATION PROJECT  
FEDERAL PROJECT NO. RSTPL-15947(056)  
ROAD PLAN AND PROFILE  
BASE BID A: STA 76+00 TO STA 87+00

SHEET  
**C6**



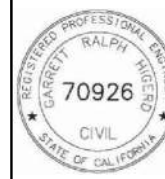
**CONSTRUCTION LEGEND**

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=7") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
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**EASTSIDE LANE ROAD PROFILE - STA 87+00 TO STA 97+00**

HORIZONTAL SCALE: 1"=40'  
 VERTICAL SCALE: 1"=10'



SIGNED: 05/09/2019  
 EXP. 6/30/2019

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Drawing Date: 05/09/2019	Rev.#
Prepared By: CAS	Date
Checked By: GRH	Revision

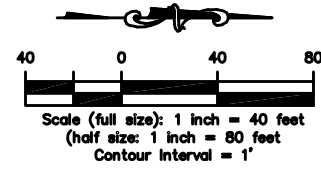
**EASTSIDE LANE REHABILITATION PROJECT**  
 FEDERAL PROJECT NO. RSTPL-15947(056)  
 ROAD PLAN AND PROFILE  
 BASE BID A: STA 87+00 TO STA 97+00

SHEET

**C7**

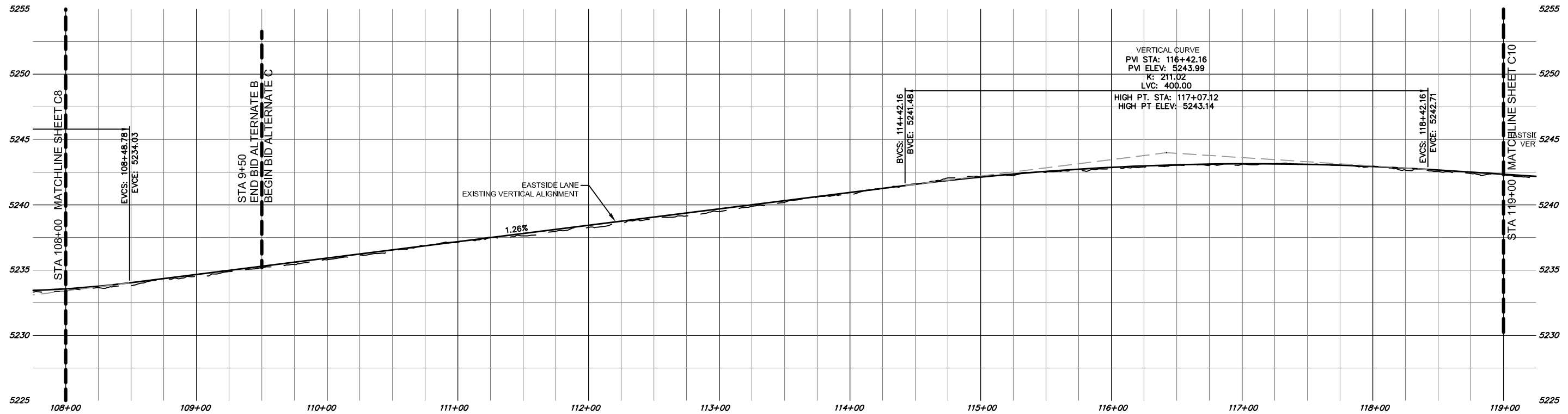
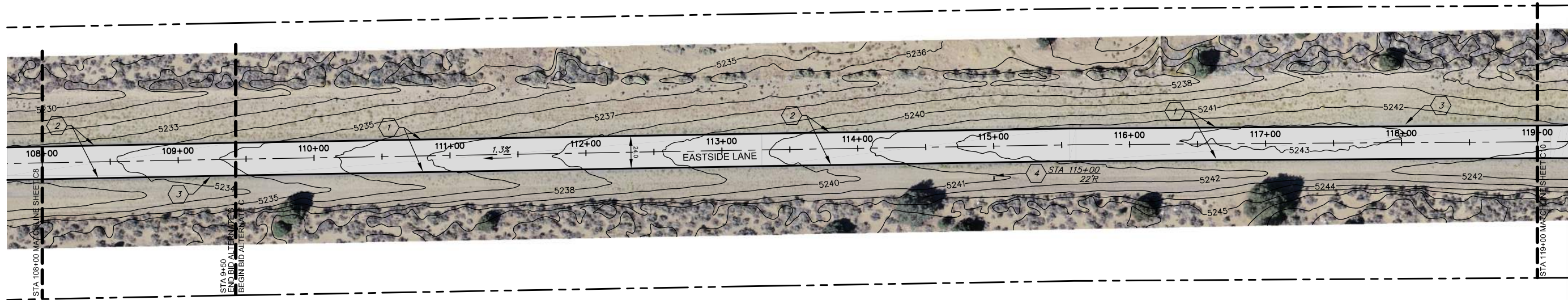






### CONSTRUCTION LEGEND

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=7") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
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4. INSTALL SIDE ROAD SIGN (30"x30" W2-2L) PER ROADWAY SIGN PLACEMENT DETAIL ON SHEET 11.



EASTSIDE LANE ROAD PROFILE - STA 108+00 TO STA 119+00

HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=10'



SIGNED: *Garrett Ralph Hedges*  
EXP. 6/30/2019  
SIGNED: 05/09/2019

MONO COUNTY PUBLIC WORKS DEPARTMENT	
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05/09/2019	
Prepared By:	CAS
Checked By:	GRH

EASTSIDE LANE REHABILITATION PROJECT  
FEDERAL PROJECT NO. RSTPL-15947(056)  
ROAD PLAN AND PROFILE  
STA 108+00 TO STA 109+50; STA 109+50 TO STA 119+00

SHEET  
**C9**



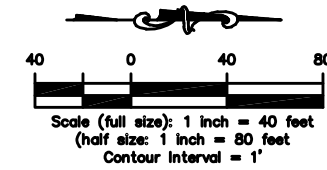
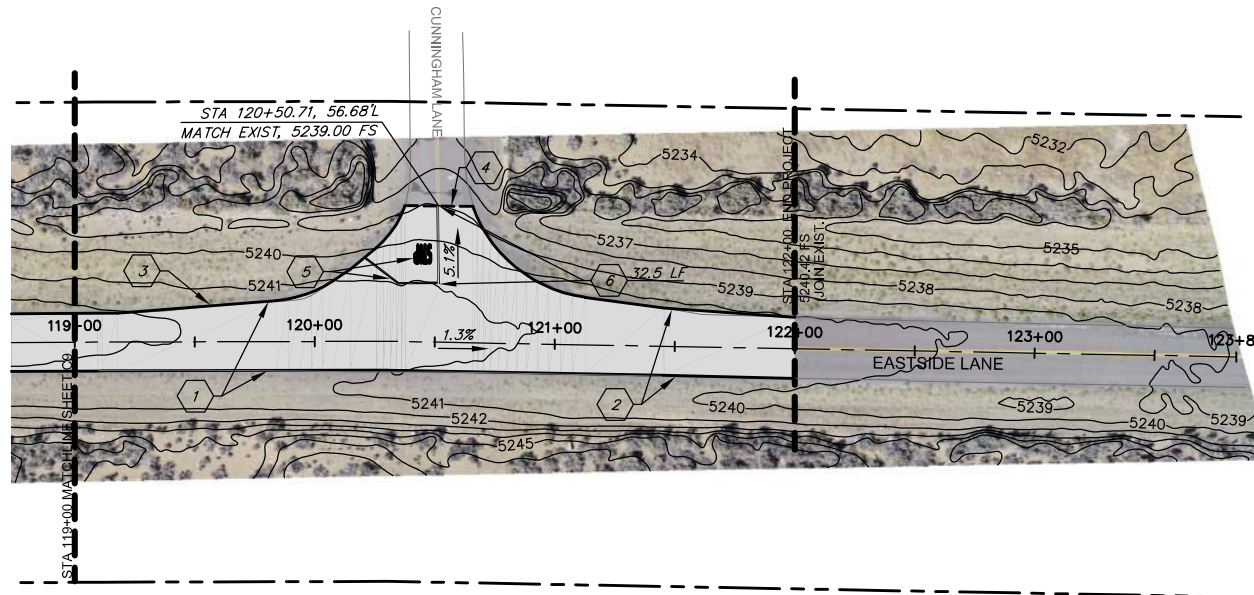


Garrett Higdon

EXP. 6/30/2019

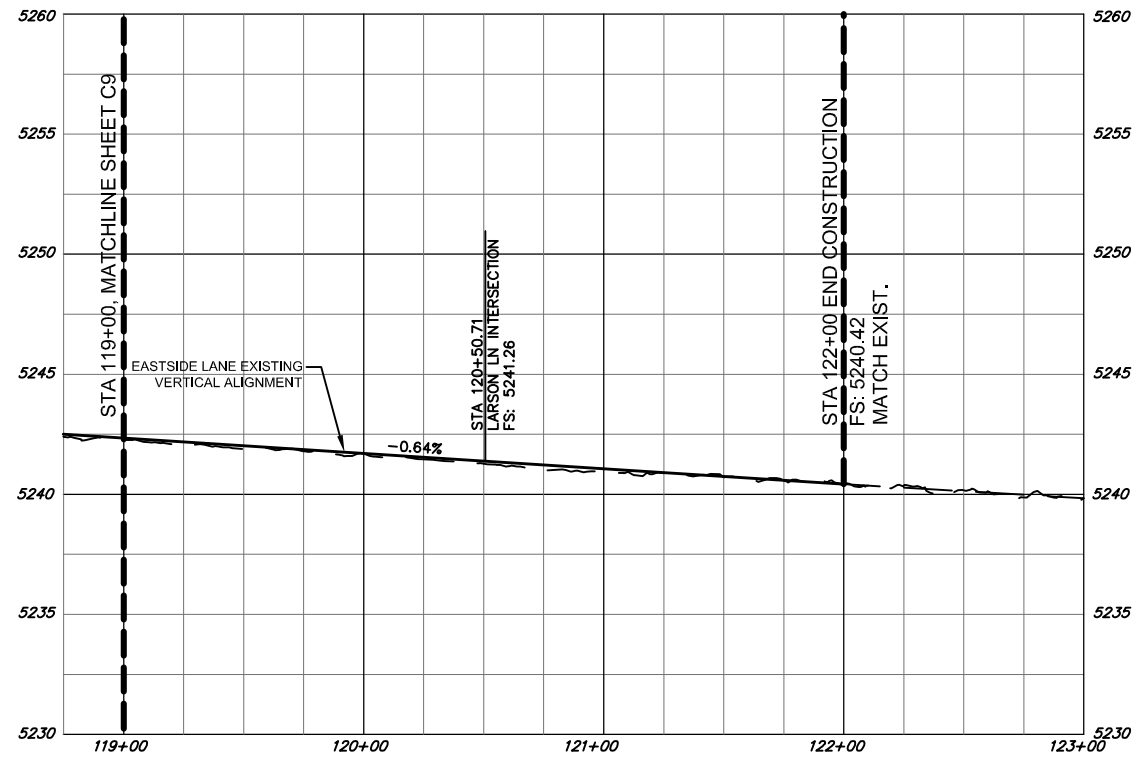
SIGNED:

05/09/2019



**CONSTRUCTION LEGEND**

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=7") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
2. PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39.
3. PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER PROPOSED EASTSIDE LANE ROAD SECTION ON SHEET T2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100 LINEAR FEET OF EXISTING CULVERT LOCATIONS OR WATERCOURSE.
4. JOIN EXISTING AC ON CUNNINGHAM LANE. CONSTRUCT APRON PER PLAN TO MATCH EXISTING ELEVATIONS.
5. PAINT "STOP" MARKING PER CT STD PLAN A24D AND LIMIT LINE PER CT STD PLAN A24E ON SHEET 11.
6. PAINT CENTERLINE PER CT STD PLAN A20A, DETAIL 21 ON SHEET 11.

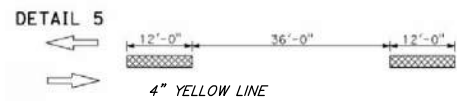
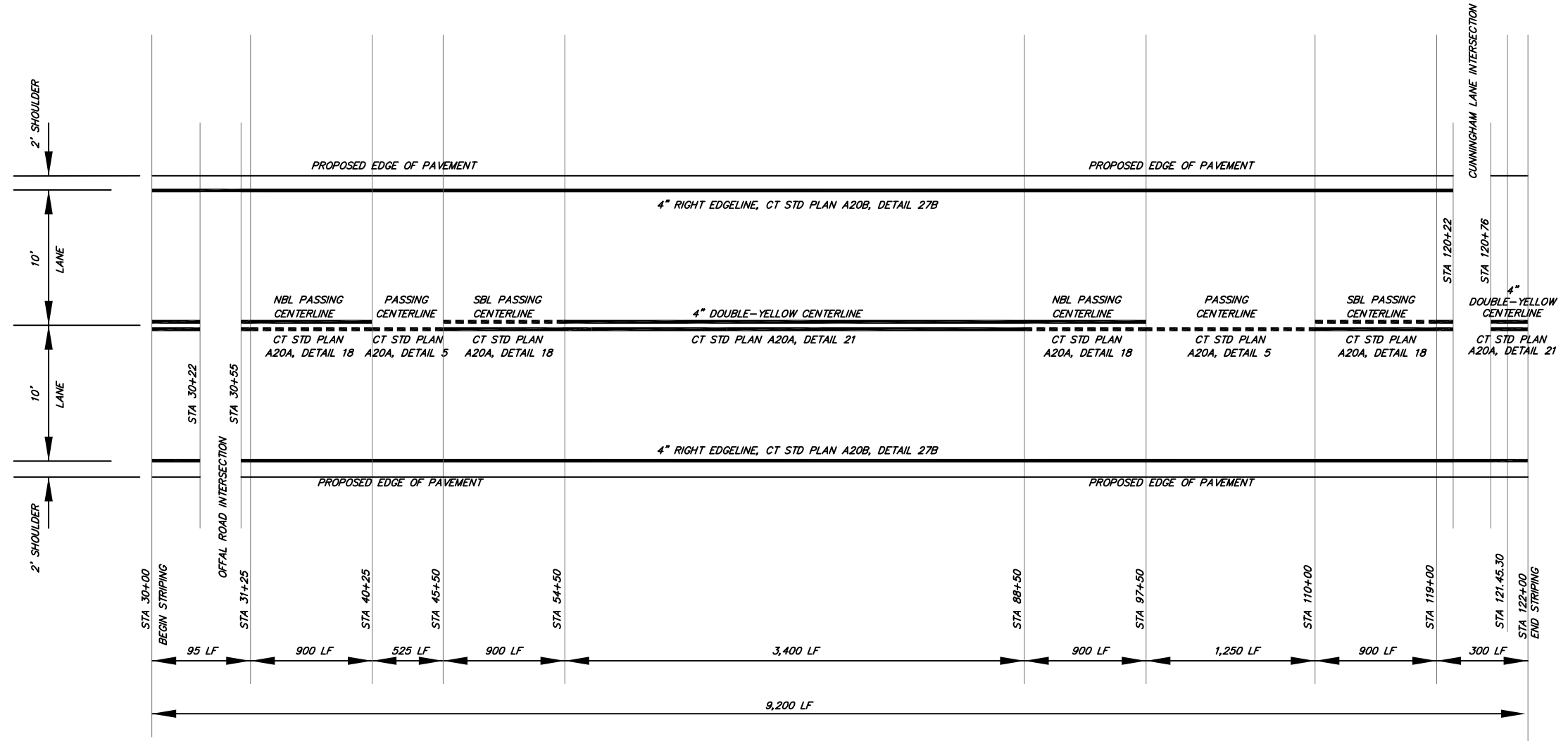
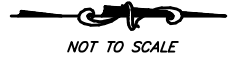


**EASTSIDE LANE ROAD PROFILE - STA 119+00 TO STA 122+00**  
 HORIZONTAL SCALE: 1"=40'  
 VERTICAL SCALE: 1"=10'

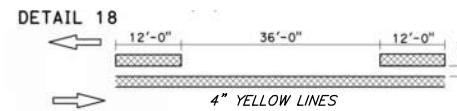
MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Revision
Date	
Rev.#	
Drawing Date: 05/09/2019	
Prepared By: CAS	GRH
Checked By:	

**EASTSIDE LANE REHABILITATION PROJECT**  
 FEDERAL PROJECT NO. RSTPL-15947(056)  
 ROAD PLAN AND PROFILE  
 BID ALTERNATE C: STA 119+00 TO STA 122+00

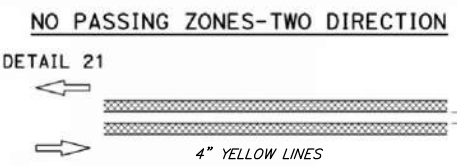
SHEET  
**C10**



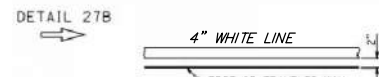
**CENTERLINE - PASSING ZONE**  
CT STD PLAN A20A



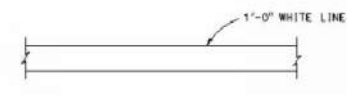
**CENTERLINE - PASSING ONE DIRECTION**  
CT STD PLAN A20A



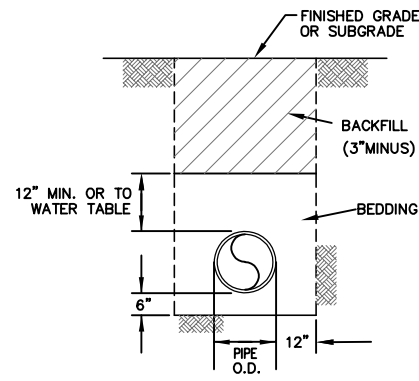
**CENTERLINE - NO PASSING ZONE**  
CT STD PLAN A20A



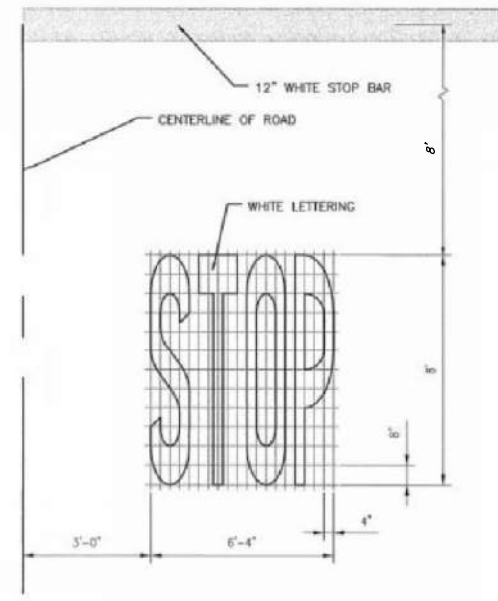
**RIGHT EDGELINE**  
CT STD PLAN A20B



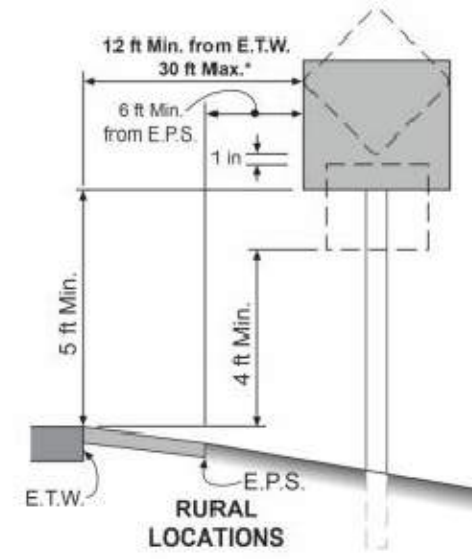
**LIMIT LINE (STOP LINE)**  
CT STD PLAN A24E



**TRENCH DETAIL**  
NOT TO SCALE



**"STOP" MARKING DETAIL**  
CT STD PLAN A24D



**ROADWAY SIGN PLACEMENT DETAIL**  
CA MUTCD



Garrett Ralph Hedges  
EXP. 6/30/2019  
SIGNED: 05/09/2019

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Revision	Date
Rev.#	Date
Drawing Date: 05/09/2019	Prepared By: CAS
Checked By: GRH	

**EASTSIDE LANE REHABILITATION PROJECT**  
FEDERAL PROJECT NO. RSTPL-15947(056)  
ROAD STRIPING PLAN STA 30+00 TO 122+00  
AND DETAILS

SHEET  
**C11**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**Departments: Public Works**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Adoption of Resolution for Approval  
of Program Supplement Agreement  
for the Eastside Lane Rehabilitation  
Project - Phase 1

**AGENDA DESCRIPTION:**

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

Adoption of resolution approving Program Supplement Agreement for Eastside Lane Road Rehabilitation Project, which will authorize the State to reimburse County for construction costs related to the Project.

**RECOMMENDED ACTION:**

Adopt proposed resolution R19-\_\_\_, Approving Program Supplement Agreement No. F019 for the Eastside Lane Rehabilitation Project – Phase 1.

**FISCAL IMPACT:**

None. For further discussion of the Project's fiscal impact, see previous agenda item on Eastside Lane Road Rehabilitation Project.

**CONTACT NAME:** Chad Senior

**PHONE/EMAIL:** 7609241812 / csenior@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Program Supplement Agreement No. F019</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/5/2019 12:29 PM	County Administrative Office	Yes
7/3/2019 6:18 PM	County Counsel	Yes
7/5/2019 9:07 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: July 9, 2019

To: Honorable Chair and Members of the Board of Supervisors

From: Chad Senior, Associate Engineer

Re: Program Supplement Agreement for the Eastside Lane Rehabilitation Project – Phase 1; Project No. RSTPL-5947(056)

---

## **Recommended Action:**

Adopt proposed resolution titled, “A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. F019 for the Eastside Lane Rehabilitation Project – Phase 1”; provide any desired direction to staff.

## **Fiscal Impact:**

None. Adoption of proposed resolution and execution of Program Supplement Agreement is a companion item to previous Eastside Lane Project on same agenda. See previous item for discussion of fiscal impact of Eastside Lane Project.

## ***Strategic Plan Focus Area: Infrastructure, Environmental Sustainability***

## **Background:**

For a more detailed discussion of the Eastside Lane Rehabilitation Project (Phase 1), Project No. RSTPL-5947(056) (Project), please see the discussion of the staff report for the previous consent item on the same agenda.

The Program Supplement Agreement authorizes the State to disburse funds necessary to reimburse the County for costs related to the construction of the Project. The Project is being funded, in part, with federal funds. Consequently, the Project’s authorization requires additional approvals from the Department of Transportation (Caltrans) before the Public Works Department can advertise the contract for bid and be reimbursed for costs for Project construction. Specifically, although the Project was submitted to Caltrans for approval several months ago, the Public Works Department only recently received the necessary authorization (also known as an “E-76”) and, as is pertinent to this item, the attached Program Supplement Agreement that demonstrates funds are in fact encumbered and available to reimburse the County project costs. Prior to receiving the Program Supplement Agreement, the Public Works Department had only received the E-76 for the Project and thus decided to request the Board’s authorization to advertise the Invitation for Bids for the Project while it waited to receive from Caltrans the Program Supplement Agreement. Ultimately, the Public Works Department received the Program Supplement Agreement in time for the July 9

meeting agenda but not in time to include it as part of the previous agenda item. As a result, it is being separately agendized for the Board's consideration and approval.

Please contact me at 760.924.1812 or by email at [cseior@mono.ca.gov](mailto:cseior@mono.ca.gov) if you have any questions regarding Project or the Program Supplement Agreement.

Respectfully submitted,



---

Chad Senior,  
Associate Engineer

Attachments: (1) Program Supplement Agreement  
(2) A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, APPROVING PROGRAM SUPPLEMENT  
AGREEMENT NO. F019 FOR THE EASTSIDE LANE REHABILITATION  
PROJECT – PHASE 1



R19-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS, STATE OF CALIFORNIA,  
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F019  
FOR THE EASTSIDE LANE REHABILITATION PROJECT – PHASE 1**

**WHEREAS**, consistent with applicable sections of the California Streets and Highways Code and the State Transportation Improvement Program Guidelines, Mono County has been allocated Federal funds to be utilized for the rehabilitation of Eastside Lane from the Offal Road intersection to the Cunningham Lane intersection, and

**WHEREAS**, the project has been consistently included in the 5-Year Road Capital Improvement Program as a high priority project, including the most recent version approved by the Board of Supervisors on April 16, 2019; and

**WHEREAS**, consistent with applicable sections of the California Streets and Highways Code and STIP Guidelines prepared by the California Department of Transportation (“Caltrans”), the County has been allocated certain federal and state funds to be utilized for the Project, and

**WHEREAS**, in order to receive said funds, the County must approve and execute certain Caltrans agreements governing its use of such funds when contracting for services and/or work necessary to prepare, plan, and complete the Project; and

**WHEREAS**, in order to receive funds necessary to complete the Project following approval and execution of these Caltrans agreements, the County will be required to approve and execute certain allocation letter(s) and finance letter(s) for the additional components of the Project.

///

///

///

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

3           **SECTION ONE:** It has reviewed and hereby approves the following program  
4 supplement agreement between the County and Caltrans governing the receipt and use of federal  
5 and state aid: "Program Supplement No. F019 to Administering Agency-State Agreement for  
6 Federal-Aid Project No. 09-5947F15 ("Project Supplement").

7           **SECTION TWO:** It hereby authorizes and directs the Director of the Mono County  
8 Public Works Department to execute and process the Project Supplement.

9           **SECTION THREE:** It hereby authorizes and directs the Director of the Mono County  
10 Public Works Department to execute and process all future allocation letter(s) and finance  
11 letter(s) with Caltrans for the Project; provided that such future allocation letter(s) and finance  
12 letter(s) are substantially similar to and contain terms and conditions consistent with those  
13 included in the Project Supplement, and will lead to the timely reimbursement of County funds  
14 associated with the completion of the Project.  
15

16  
17           **PASSED, APPROVED and ADOPTED** this 9<sup>th</sup> day of July, 2019, by the following  
18 vote, to wit:

19 **AYES:**

20 **NOES:**

21 **ABSENT:**

22 **ABSTAIN:**  
23  
24

25 \_\_\_\_\_  
26 John Peters, Chair  
27 Mono County Board of Supervisors

28 ATTEST:

29 APPROVED AS TO FORM:

30 \_\_\_\_\_  
31 Clerk of the Board

32 \_\_\_\_\_  
Mono County Counsel's Office



**PROGRAM SUPPLEMENT NO. F019**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 09-5947F15**

**Adv Project ID**                      **Date:** July 3, 2019  
0918000050                      **Location:** 09-MNO-0-CR  
   **Project Number:** RPSTPL-5947(056)  
   **E.A. Number:**  
   **Locode:** 5947

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/20/19 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Eastside Lane from Offal Road to Cunningham Lane near the communities of Coleville and Walker

**TYPE OF WORK:** Road rehabilitation

**LENGTH:** 1.7(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z240		LOCAL	OTHER
\$1,649,830.00	\$1,649,830.00		\$0.00	\$0.00

COUNTY OF MONO

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jessamine Pelos

Date 7/3/2019                      \$1,649,830.00

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
**PROGRAM SUPPLEMENT AND CERTIFICATION FORM**  
 PSCF (REV. 01/2010)

TO: <b>STATE CONTROLLER'S OFFICE</b> Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: <b>7/3/2019</b>	PROJECT NUMBER: <b>0918000050</b>
	REQUISITION NUMBER / CONTRACT NUMBER: <b>RQS - 2660 - 092000000002</b>	

FROM: **Department of Transportation**

SUBJECT: **Encumbrance Document**

VENDOR / LOCAL AGENCY:  
**County of Mono**

**\$1,649,830.00**

PROCUREMENT TYPE:  
**Local Assistance**

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
29	2018	2660-101-0890	2018/2019	2030600621		\$1,649,830.00
<b>TOTAL CONTRACT AMOUNT</b>						<b>\$1,649,830.00</b>

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

**SPECIAL COVENANTS OR REMARKS**

1. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
- B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
- C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
- E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
- F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
- G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform

**SPECIAL COVENANTS OR REMARKS**

Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal

**SPECIAL COVENANTS OR REMARKS**

year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

2. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

3. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

4. This PROJECT will be administered in accordance with the CTC STIP guidelines, as

**SPECIAL COVENANTS OR REMARKS**

adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.

5. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
6. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
7. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

8. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT

**SPECIAL COVENANTS OR REMARKS**

completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

9. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

10. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

11. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**Departments: Public Works**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Mono City Roads and Benton  
Crossing Road (Phase 1) Road  
Maintenance Project

**AGENDA DESCRIPTION:**

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

Rehabilitation, striping, and signing of Mono City roads and parts of Benton Crossing Road. The plan set for this project can be found at <https://monocounty.ca.gov/bos/page/board-supervisors-59>.

**RECOMMENDED ACTION:**

Approve bid package, including the project manual and project plans (see link), for the Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid.

**FISCAL IMPACT:**

Total project budget is approximately \$858,000; approximately \$81,000 in Regional Surface Transportation Program (RSTP) funds and approximately \$777,000 in SB1 Road Maintenance and Rehabilitation Account (RMRA) funds. Exact amounts will be based on actual bids received. Contract payments are not expected to directly impact the General Fund; however, the County is obligated to pay an annual maintenance of effort of \$522,033 from the General Fund to the County Road Fund as a condition of retaining its proportionate share of the annual apportionment of SB1 funding, which includes funds earmarked for this project.

**CONTACT NAME:** Chad Senior

**PHONE/EMAIL:** 760 924-1812 / [cseior@mono.ca.gov](mailto:cseior@mono.ca.gov)

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Project Manual</a>



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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/5/2019 12:21 PM	County Administrative Office	Yes
7/3/2019 3:48 PM	County Counsel	Yes
7/5/2019 9:04 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](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** July 9, 2019

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Chad Senior, Associate Engineer

**Re:** Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project

### **Recommended Action:**

Approve bid package, including the project manual and project plans, for the Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

### **Fiscal Impact:**

This project is funded with \$81,000 of Regional Surface Transportation Program (RSTP) funds and SB1 Road Maintenance and Rehabilitation Account (RMRA) funds. \$858,000.00 is budgeted for this project. A project bid alternate is included that would extend the Benton Crossing Road improvements. Exact amounts will be based on actual bids received. Contractor payments are not expected to impact the General Fund, however the General Fund is obligated to pay an annual maintenance of effort of \$522,033 to the Road Fund as a condition of retaining SB1 funding currently earmarked for this project.

### ***Strategic Plan Focus Area: Infrastructure, Environmental Sustainability***

### **Background:**

This project was previously approved in the most recent 5-year Road Capital Improvement Program. The purpose of the project is to continue to preserve, protect, and maintain existing asphalt roads within the County. This project will slurry seal all roads in the community of Mono City including East Mono Lake Drive, Silver Lake Way, Peeler Lake Dr., Blue Lake Way, Twin Lakes Dr., Green Lakes Ct., and Lake Helen Ct., and approximately 7 miles of Benton Crossing Road starting at the junction with Highway 395. A bid alternate is provided to extend the chip seal application on Benton Crossing Road. Additionally, existing road signs in Mono City will be upgraded to steel posts, and existing paint striping, paint markings, and road signs on Benton Crossing Road will be restored. The project manual (contract documents, special provisions, technical specifications, etc.) is attached to this staff report for Board reference. The project plans are uploaded to the Novus website for your reference.

Approval of the bid documents at this meeting will allow advertising to take place and completion of the project during the 2019 construction season. This 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.

Please contact me at 760.924.1812 or by email at [cseior@mono.ca.gov](mailto:cseior@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,



---

Chad Senior,  
Associate Engineer

Attachments: Project Manual  
Project Plans

**PROJECT MANUAL**  
**FOR**  
**MONO CITY ROADS AND**  
**BENTON CROSSING ROAD (PHASE 1)**  
**ROAD MAINTENANCE PROJECT**

**Project No. 9304-9305**  
**MONO COUNTY, CALIFORNIA**



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

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works

Post Office Box 457

74 North School Street

Bridgeport, California 93517

760.932.5440

**July 2019**

**OPTIONAL PRE-BID CONFERENCE:**

**11:00 am, Wednesday July 24, 2019**

Public Works Conference Room

74 North School Street

Bridgeport, California 93517

**BID SUBMITTAL DEADLINE:**

**3:00 pm, Wednesday July 31, 2019**

Clerk of the Board of Supervisors

74 North School Street / P.O. Box 237

Bridgeport, California 93517

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# **CERTIFICATION PAGE**

*County of Mono, Department of Public Works*

***Mono City Roads and  
Benton Crossing Road (Phase 1)  
Road Maintenance Project  
Project No. 9304-9305***

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



**APPROVED BY:**

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

\_\_\_\_\_  
*(Signature)*

July 1, 2019

\_\_\_\_\_  
*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. 9304-9305*

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# SECTION I



## INVITATION FOR BIDS

**Mono City Roads and  
Benton Crossing Road (Phase 1)  
Road Maintenance Project**

**Project No. 9304-9305**

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COUNTY OF MONO  
DEPARTMENT OF PUBLIC WORKS

**INVITATION FOR BIDS**

MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1)  
ROAD MAINTENANCE PROJECT  
Project No. 9304-9305

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 **MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT** ("Project"). The purpose of this Project is to preserve, protect and maintain existing asphalt concrete roads in Mono County. Approximately 2.0 miles of existing roads in the community of Mono City will be slurry sealed. Select failed asphalt concrete areas will be repaired with hot mix asphalt prior to slurry sealing. Mono City roads include East Mono Lake Drive, Silver Lake Way, Peeler Lake Dr., Blue Lake Way, Twin Lakes Dr., Green Lakes Ct., and Lake Helen Ct. Residential signs in Mono City will be upgraded to steel post. A 6-mile or longer portion of Benton Crossing Road, starting at the junction with Highway 395, will be chip sealed. Existing paint striping, paint markings, and road signs are to be replaced as part of this 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](mailto:publicworks@mono.ca.gov).

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

In accordance with Public Contract Code section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

The Project and all work must be completed within **30 working days** from the date of issuance of the Notice to Proceed.

An **optional** pre-bid conference and site visit will be held at the County's Public Works

Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. The meeting is scheduled for **11:00 am Wednesday July 24, 2019**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **3:00 pm Wednesday July 31, 2019** (“**Bid Submission Deadline**”).

As soon thereafter as is practicable, all bids received by the Clerk as of the Bid Submission Deadline will be taken to the Department of Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



---

Chad Senior  
Associate Engineer  
Mono County Department of Public Works

COUNTY OF MONO, DEPARTMENT OF  
PUBLIC WORKS**INSTRUCTIONS TO BIDDERS**MONO CITY ROADS AND  
BENTON CROSSING ROAD (PHASE 1)  
ROAD MAINTENANCE PROJECT  
Project No. 9304-9305**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](mailto:publicworks@mono.ca.gov).

**2. PRE-BID CONFERENCE**

An **optional** pre-bid conference and site visit will be held at the Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. The meeting is scheduled for **11:00 am, Wednesday, July 24, 2019**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

**3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS**

- A. For information not provided in the Project Manual, bidders shall refer to the Standard Plans or Standard Specifications.
- B. Should bidders find discrepancies in, ambiguities, or omissions from, the Project Manual, or should there be any doubt as to their meaning, they shall at once notify the Director of the Department of Public Works and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on the Mono County Bid Management System. Failure to raise any such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract. In the event that written addenda or bulletins of instructions are issued, all bidders will be required to acknowledge that they have reviewed and considered such addenda or bulletins in formulating their bids.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual, and a submission of a bid constitutes agreement by a bidder that its representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder’s attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

#### 4. APPROXIMATE QUANTITIES

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

#### 5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Eastside Lane Rehabilitation Project Proposal Forms ("Proposal Forms") contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.
- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (contained herein on pages **BD-1 through BD-20**) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. Consequently, the County has developed a base project and two additive alternatives. After bid opening, the County will determine available funding and accordingly select a project (with or without the additive alternatives) for construction; and, if it chooses to do so, the County will award a contract for construction of that project. For purposes of comparing bids and determining the apparent low bidder, however, the County will use the amount entered as the "**Bidder's Grand Total**" on page **BD-4**.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidences that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- F. Bidders' attention is directed to the insurance and bond requirements described below and as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.

- G. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning 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. Proposal Forms (contained herein on pages **BD-1 through BD-20** and bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.
- I. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Wednesday, July 31, 2019** ("Bid Submission Deadline"). Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- J. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

#### 6. MODIFICATION OF BID

A bidder may modify its bid by written communication provided such communication is received by the Clerk of the Board of Supervisors up to, but not later than, the Bid Submission Deadline described above Paragraph 5.I. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

#### 7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the Bid Submission Deadline described above in Paragraph 5.I. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the bidder in preparing the bid shall not entitle the bidder to withdraw the bid subsequent to the County opening bid proposals.

#### 8. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier's check or bidder's bond in an amount of at least 10 percent (10%) of their respective bids made payable to the County of Mono. This bidder's bond or bid security shall be given as a guarantee that the bidder will enter into a contract if awarded, and may be forfeited by the successful bidder and retained by the County if the bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates



and bonds) within five (5) calendar days after provision by the County of a complete and final contract for execution by successful bidder.

- B. The successful bidder will be required to furnish a labor and materials bond (also known as a "payment bond") in an amount equal to 100 percent (100%) of the contract price, and a faithful performance bond in an amount equal to 100 percent (100%) of the contract price. In addition, the successful bidder, as the Contractor, will be required to furnish a one-year warranty bond upon project completion, pursuant to the requirements in the Sample Standard Agreement. Only surety bonds issued by an admitted surety insurer, as defined in the Sample Standard Agreement, will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included in this Project Manual.
- C. The Contract Documents include a Sample Standard Agreement, which the successful bidder, as the Contractor, will be required to execute, and the insurance and bonds, which the Contractor will be required to furnish.
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Contract Documents, may be made without securing the consent of the surety or sureties on the contract bonds.

#### 9. OPENING OF BIDS

As soon after the Bid Submission Deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bid received after the Bid Submission Deadline will be returned to the bidder unopened.

#### 10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted, to the identified Bidder (copied to all Bidders); and agendize the matter for review by the Board of Supervisors. The Board of Supervisors shall determine whether to proceed to contract award or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. If the Board of Supervisors elects to proceed to contract award, it will approve and authorize execution of a contract with the successful bidder. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

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

## 11. BID PROTEST PROCEDURE

Bidders may file a protest in accordance with the directions provided herein with respect to the apparent low bid, any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low bidder, or of any other bidder.

The bid protest period shall commence immediately upon the County's issuance of the Notice of Intent to Award the contract and shall remain open until 4:30 PM of the fifth (5th) business day following the date of the Notice of Intent to Award the contract ("Bid Protest Deadline"). All bid protests must be received by the County, as described in this Paragraph 11, by the Bid Protest Deadline. Postmarks will not be accepted. Failure to timely file a written protest by the Bid Protest Deadline shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bidders may submit protests to the County by mail, facsimile (fax), or electronically. Protests submitted by mail (USPS, UPS, FedEx, Golden State Overnight, etc.) must be addressed and delivered to the Clerk of the Board of Supervisors, c/o Mono County Department of Public Works, Attn: Chad Senior, 74 North School Street, Post Office Box 237, Bridgeport, California, 93517. Protests submitted by facsimile (fax) must be sent to 760.932.5441. Protests submitted electronically should be emailed to Chad Senior at [cseior@mono.ca.gov](mailto:cseior@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](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) and on file at the office of the Department of Public Works, located at 74 North School Street, Bridgeport, California, 93517, and are available to any interested party upon request. These wages are not included in any part or section of the Project Manual. Changes, if any, to prevailing wage rates will be available at the same location.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless exempt under Labor Code section 1771.1). This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

**20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES**

The Project and all related work shall be completed within **30 working days** from the date of issuance of the Notice to Proceed. By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

**PROPOSAL FORMS**



**MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1)  
ROAD MAINTENANCE PROJECT**

Project No. 9304-9305



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**PROPOSAL FORMS**

**MONO CITY ROADS & BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT**  
Project No. 9304-9305

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-20**.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the **MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT** (“Project”) in strict accordance with the Project Manual, which include the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Construction Quality Assurance Program, Agreement, any applicable addenda issued by the County’s Department of Public Works, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the Project and related work contemplated in the Project Manual and described in any contract executed pursuant to this Invitation for Bids.

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

Bidder hereby agrees to commence work on the Project pursuant to any contract executed pursuant to this Invitation for Bids on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 30 working days from the date of issuance of the Notice to Proceed**, pursuant to the provisions specified in any contract executed pursuant to this Invitation for Bids.

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

Bidder’s Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Office Telephone No.: \_\_\_\_\_ Fax 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**

MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1)  
ROAD MAINTENANCE PROJECT  
Project No. 9304-9305

Mono City Roads			Base Bid			A
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
A1	8	Mobilization	1	LS		
A2	13	Water Pollution Control	1	LS		
A3	12	Traffic Control, including Traffic Control Plan	1	LS		
A4	37	Slurry Seal	26227	SY		
A5	19	Roadway Excavation (Repair Areas)	50	CY		
A6	26	6" Aggregate Base (Repair Areas)	34	CY		
A7	39	3-inch Hot Mix Asphalt (Repair Areas)	35	Ton		
A8	19	Shoulder Backing (Import)	3253	LF		
A9	82	Steel Post Street Sign - Pedestrian (W11-2))	8	EA		
A10	82	Steel Post Street Sign - 25 MPH (R2-1)	12	EA		
A11	82	Steel Post Street Sign - STOP (R1-1)	5	EA		
A12	82	Steel Post Street Sign - GREEN LAKE CT.	1	EA		
A13	82	Replace Ex. Wood Sign Post with Steel Post	2	EA		
<b>Mono City Roads - Base Bid - A</b>					<b>- Subtotal:</b>	

Benton Crossing Road - Phase 1			Base Bid			B
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS		
2	13	Water Pollution Control	1	LS		
3	12	Traffic Control, including Traffic Control Plan	1	LS		
4	37	Asphalt-Rubber Chip Seal (11' Traveled Lanes)	60661	SY		
5	37	Flush Coat (Road and Aprons)	82720	SY		
6	84	Centerline (Paint)	24816	LF		
7	84	4" Right-Edgeline (Paint)	49632	LF		
8	84	Paint Cattle Guard (White)	4	EA		
9	84	*STOP AHEAD* Marking (Paint)	1	EA		
10	84	*STOP* Marking (Paint)	2	EA		
11	84	Stop Bar - Limit Line (Paint)	1	EA		
12	82	Steel Post Roadt Sign (Replace Existing Sign)	24	EA		
<b>Benton Crossing Road - Phase 1 - Base Bid - B</b>					<b>- Subtotal:</b>	

**BID SCHEDULE**

MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1)  
ROAD MAINTENANCE PROJECT  
Project No. 9304-9305

Benton Crossing Road - Phase 1			Alternate Bid			C
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS		
2	13	Water Pollution Control	1	LS		
3	12	Traffic Control, including Traffic Control Plan	1	LS		
4	37	Asphalt-Rubber Chip Seal (11' Traveled Lanes)	30653	SY		
5	37	Flush Coat (Road and Aprons)	41800	SY		
6	84	Centerline (Paint)	12540	LF		
7	84	4' Right-Edgeline (Paint)	25080	LF		
8	84	Paint Fake Cattle Guard (White)	1	EA		
9	82	Street Post Street Sign (Replace Existing Sign)	10	EA		
<b>Benton Crossing Road - Phase 1 - Alternate Bid - C</b>					<b>- Subtotal:</b>	

<p><b>BIDDER'S GRAND TOTAL*</b></p> <p><b>(Includes Base Bid A + Base Bid B + Alternate Bid C)</b></p> <p>* County will use this total to compare bids and determine apparent low bidder. Note, County will reserve right to choose and construct the base bid with or without the addition of Alternative Bid C.</p>	
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## **ACKNOWLEDGEMENTS**

MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT  
Project No. 9304-9305

### **RECEIPT OF ADDENDA**

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

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

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

### **ACKNOWLEDGEMENT OF SITE VISIT(S)**

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

East Mono Lake Dr.:     Yes     No

Silver Lake Way:         Yes     No

Peeler Lake Dr.:         Yes     No

Blue Lake Way:          Yes     No

Twin Lakes Dr.:          Yes     No

Green Lakes Ct.:         Yes     No

Lake Helen Ct.:          Yes     No

Benton Crossing Road:    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.

**BIDDER'S LIST OF SUBCONTRACTORS PART 1**

**MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT**  
Project No. 9304-9305

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>

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	>\$1 million
Name:							<\$1 million	>\$1 million
City, State:							<\$5 million	>\$5 million
Name:							<\$1 million	>\$1 million
City, State:							<\$5 million	>\$5 million
Name:							<\$1 million	>\$1 million
City, State:							<\$5 million	>\$5 million
Name:							<\$1 million	>\$1 million
City, State:							<\$5 million	>\$5 million
Name:							<\$1 million	>\$1 million
City, State:							<\$5 million	>\$5 million
Name:							<\$1 million	>\$1 million
City, State:							<\$5 million	>\$5 million
Name:							<\$1 million	>\$1 million
City, State:							<\$5 million	>\$5 million
Name:							<\$1 million	>\$1 million
City, State:							<\$5 million	>\$5 million
Name:							<\$1 million	>\$1 million
City, State:							<\$5 million	>\$5 million

Distribution: Original-Local Agency File



COUNTY OF MONO, DEPARTMENT  
OF PUBLIC WORKS

**EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS PART 2**

MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT  
Project No. 9304-9305

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the bidder shall list all subcontractors who provided a quote or bid, but **were not selected** to participate as a subcontractor on this project.

If further space is required, copies of this sheet or additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the proposal. Fillable pdf forms of this exhibit are available for download at: <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter12/12b.pdf>

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
Name:							<\$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.	

Distribution: Original-Local Agency File

**DISCLOSURES AND CERTIFICATIONS**

**MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT  
Project No. 9304-9305**

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 accordance with Title 23 United States Code Section 112 and Section 7106 of the California Public Contract Code, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted 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: 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.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

- A. The bidder hereby certifies that he (as the contractor) and all subcontractors agree to conform to the equal opportunity clauses required by Executive Orders 10925, 11114, and 11246, as well as 41 CFR 60-1.4 Equal Opportunity Clause).
- B. The bidder certifies that within 30 days of the award of the contract, as required, the contractor and subcontractors will file an "Equal Employment Opportunity Employer Information Report EEO-1 (SF-100)" with the U.S. Department of Labor and, annually thereafter, file the same report with the U.S. Department of Labor by March 31. (If your company has filed one of these reports this year, you do not have to comply with the 30-day regulation.) Refer to [https://www.eeoc.gov/employers/eeo1survey/upload/instructions\\_form.pdf](https://www.eeoc.gov/employers/eeo1survey/upload/instructions_form.pdf) for filing requirements (SF-100).
- C. The contractor and all subcontractors shall certify that prior reports have been filed under the applicable filing requirements as follows:
  - a. Contractor/Subcontractor has held previous contracts where EEO provisions were in force.  
Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes, answer question 2 also)
  - b. Contractor/Subcontractor has filed all "required" reports for these previous contracts.  
Yes \_\_\_\_\_ No \_\_\_\_\_

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to Executive Orders 10925, 11114, and 11246 and that have not filed reports when required should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor (and/or subcontractor) submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director of the U.S. Department of Labor's Office of Federal Contract Compliance.

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

- D. This certification is required by the Equal Employment Opportunity Regulations of the Secretary of the Department of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or less are exempt).
- E. Contractor/Subcontractor certifies that he is not currently in receipt of any outstanding letters of deficiency, show cause, probable cause, or other such Notification of Noncompliance with EEO regulations.
- F. A compliance certificate in conformance with this section is not required at time of bid, but each subcontractor must be 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 hereof shall also constitute signature of this certification and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

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

## **BIDDER'S QUALIFICATION STATEMENT**

### MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT Project No. 9304-9305

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 asphalt concrete pavement maintenance 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. Use additional sheets if necessary to identify all principals and key personnel.

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

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



**3. FINANCIAL INFORMATION:**

- A. Are there any liens outstanding against the Contractor?  
(if yes, provide a detailed explanation on an attached sheet)  Yes  No
- B. Has the Contractor, principals, or key personnel been party to a  
bankruptcy or reorganization proceeding with the last five years?  
(if yes, provide a detailed explanation on an attached sheet)  Yes  No
- C. Annual sales dollar volume of Contractor: \$ \_\_\_\_\_

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

- A. During the past five years has the Contractor:
  - i. Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier?  Yes  No
  - ii. Failed to complete a contract?  Yes  No
  - 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. Concrete Work                        | <input type="checkbox"/> 13. Asphalt-Rubber Chip Seal         |
| <input type="checkbox"/> 2. Asphalt Concrete Reconstruction      | <input type="checkbox"/> 14. Asphalt Concrete Tack Coat       |
| <input type="checkbox"/> 3. Roadway Subgrade Stabilization       | <input type="checkbox"/> 15. Hot In-Place Recycling           |
| <input type="checkbox"/> 4. Asphalt Concrete Paving              | <input type="checkbox"/> 16. Cold In-Place Recycling          |
| <input type="checkbox"/> 5. Asphalt Concrete Overlays            | <input type="checkbox"/> 17. Roadway Sign Installation        |
| <input type="checkbox"/> 6. Roadway Grinding / Pulverizing       | <input type="checkbox"/> 18. Grading and Earthwork            |
| <input type="checkbox"/> 7. Full Depth Reclamation               | <input type="checkbox"/> 19. Erosion Control Protection       |
| <input type="checkbox"/> 8. Asphalt Concrete Cape Seal           | <input type="checkbox"/> 20. Traffic Control                  |
| <input type="checkbox"/> 9. Asphalt Concrete Micro-Surfacing     | <input type="checkbox"/> 21. Roadway Paint Striping / Marking |
| <input type="checkbox"/> 10. Asphalt Concrete Slurry Sealing     | <input type="checkbox"/> 22. Guardrail Installation / Repair  |
| <input type="checkbox"/> 11. Asphalt Concrete Fog Sealing        | <input type="checkbox"/> 23. Drainage / Culvert Installation  |
| <input type="checkbox"/> 12. Polymer Modified Emulsion Chip Seal | <input type="checkbox"/> 24. Utility Placement & Trenching    |

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 (Page BD-18) 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 ROAD PRESERVATION, MAINTENANCE AND REHABILITATION PROJECTS

Project Status:
 Project completed
 Work in progress

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

\* Entity submitting proposal is considered "Contractor"

Facility / Project Name: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Project Owner: \_\_\_\_\_

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

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

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

Start Date:\_\_\_\_Scheduled Completion Date:\_\_\_\_\_Actual Completion Date:\_\_\_\_

Construction Manager / Project Manager:

Company:\_\_\_\_\_

Address:\_\_\_\_\_

Telephone:\_\_\_\_\_ email:\_\_\_\_\_

Contact Name:\_\_\_\_\_ Title: \_\_\_\_\_

Architect / Engineer:

Company:\_\_\_\_\_

Address:\_\_\_\_\_

Telephone:\_\_\_\_\_ email:\_\_\_\_\_

Contact Name:\_\_\_\_\_ Title: \_\_\_\_\_

Reference familiar with Contractor's performance:

Company:\_\_\_\_\_

Address:\_\_\_\_\_

Telephone:\_\_\_\_\_ email:\_\_\_\_\_

Contact Name:\_\_\_\_\_ Title: \_\_\_\_\_

Description of work performed by Contractor: \_\_\_\_\_

\_\_\_\_\_

**BID BOND**

*(MINIMUM 10% OF TOTAL BID AMOUNT)*

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

**MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT**

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

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

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

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)

## **SECTION II**



### **SAMPLE STANDARD AGREEMENT**

**Mono City Roads and  
Benton Crossing Road (Phase 1)  
Road Maintenance Project**

**Project No. 9304-9305**

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**AGREEMENT BETWEEN COUNTY OF MONO AND**  
 Click here to enter text. **FOR THE CONSTRUCTION OF THE**  
**MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1)**  
**ROAD MAINTENANCE PROJECT**

**INTRODUCTION**

WHEREAS, the County of Mono (“County”) may have the need for the Click here to enter text. services of Click here to enter text., of Click here to enter text. (“Contractor”) (County and Contractor may be referred to individually as a “Party” and collectively as the “Parties”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish to County, upon its request, those services and work set forth in the Scope of Work set forth in Attachment A, attached hereto and by this reference incorporated herein, and in accordance with the Project Manual (including technical specifications) and Contractor’s bid. Requests by County to Contractor to perform under this Agreement will be made by the Director of the Department of Public Works or an authorized representative thereof. Requests to Contractor for services or work to be performed under this Agreement will be based upon County's need for such services and work. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated herein by this reference:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other \_\_\_\_\_

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 Click here to enter text., to Click here to enter text., 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



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B for the services and work described in Attachment A that are performed by Contractor at County's request.

- B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.
- C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed Click here to enter text. dollars (\$Click here to enter text.), or Click here to enter text. dollars (\$Click here to enter text.) in any twelve-month period, plus (for public works contracts) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "Contract Limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.
- E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, completed at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in Exhibit 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-nine dollars (\$1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California

residents, if any, will be reported annually to the U.S. Internal Revenue Service and the California State Franchise Tax Board.

#### 4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

#### 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

#### 7. COUNTY PROPERTY

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

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

#### 8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be

endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

## 9. INSURANCE

A. Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, 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 or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractor's Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.000) per claim or occurrence and Two Million dollars (\$2,000,000.00) policy aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at

least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days written notice to County.

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

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

## 10. STATUS OF CONTRACTOR

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

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

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

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

## 11. DEFENSE AND INDEMNIFICATION

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

Contractor’s obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.



## 12. RECORDS AND AUDIT

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

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

## 13. NONDISCRIMINATION

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

## 14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor 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 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:

If to County:

County of Mono  
Public Works Department  
Director of Public Works  
PO Box 457  
Bridgeport, CA 93517

If to Contractor:

Click here to enter text.  
Click here to enter text.  
Click here to enter text.  
Click here to enter text.  
Click here to enter text.

**25. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**COUNTY OF MONO**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Taxpayer's Identification or Social Security Number: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO AND**  
Click here to enter text. **FOR THE CONSTRUCTION OF THE**  
**MONO CITY ROADS AND BENTON CROSSING ROAD**  
**(PHASE1) ROAD MAINTENANCE PROJECT**

**TERM:**

**FROM:** Click here to enter text.      **TO:** Click here to enter text.

**SCOPE OF WORK:**

County has selected, and Contractor shall construct, project bid items A through C (“Base Project”) and select additive Alternative C.

The major work items of this the MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT, Project No. 9304-9305 (“Project”) are to preserve and maintain existing asphalt concrete by the application of a slurry seal on existing roads in Mono City, including East Mono Lake Drive, Silver Lake Way, Peeler Lake Drive, Blue Lake Way, Twin Lakes Drive, Green Lake Court, Lake Helen Court; repair of existing asphalt concrete on select areas of Mono City roads with hot mix asphalt prior to slurry sealing; placement and compaction of shoulder backing at select locations adjacent to Mono City roads; application of an asphalt-rubber chip seal on a portion of Benton Crossing Road starting at Highway 395; painting of roadway striping and roadway markings to match existing upon completion of the chip seal on Benton crossing road; 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, and the Standard Specifications (2015) and the Standard Plans (2015) issued by the California Department of Transportation, as they may have been amended for County’s use.

Tasks performed in completing the Project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with 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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DRAFT

**ATTACHMENT B**

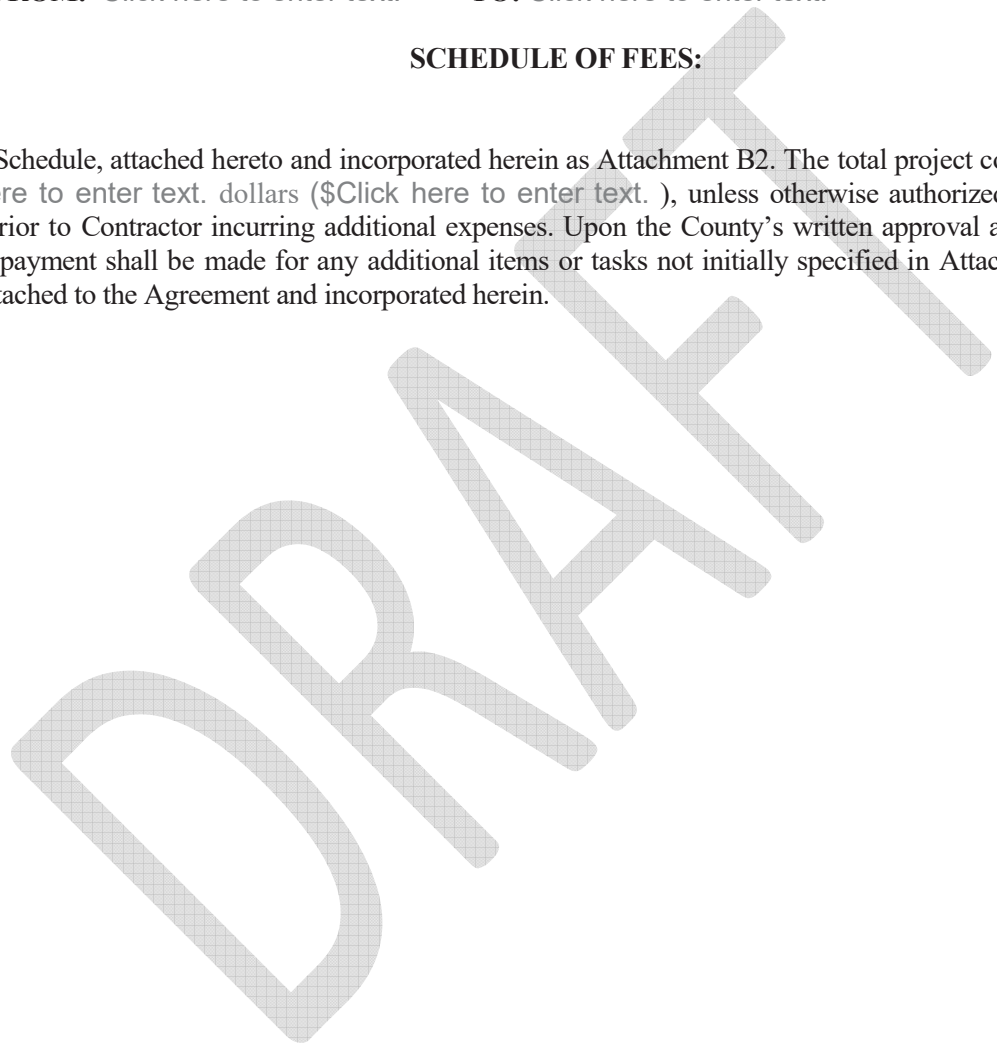
**AGREEMENT BETWEEN COUNTY OF MONO AND**  
Click here to enter text. **FOR THE CONSTRUCTION OF THE MONO**  
**CITY ROADS AND BENTON CROSSING ROAD (PHASE 1)**  
**ROAD MAINTENANCE PROJECT**

**TERM:**

**FROM:** Click here to enter text.      **TO:** Click here to enter text.

**SCHEDULE OF FEES:**

See Bid Schedule, attached hereto and incorporated herein as Attachment B2. The total project cost shall not exceed Click here to enter text. dollars (\$Click here to enter text. ), unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County’s written approval and authorization to proceed, payment shall be made for any additional items or tasks not initially specified in Attachment A (Scope of Work) attached to the Agreement and incorporated herein.



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# EXHIBIT 1

## AGREEMENT BETWEEN COUNTY OF MONO AND [Click here to enter text.](#) FOR THE CONSTRUCTION OF THE MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) 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.
- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least

6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

## **1.2 ORDER OF PRECEDENCE OF DOCUMENTS.**

In the event of a conflict between the Agreement (including any attachment or exhibit thereto); the Invitation for Bids and Instructions to Bidders; the Project Plans; the Technical Specifications; the 2015 State of California, Department of Transportation, Standard Specifications and Standard Plans; and the Quality Assurance Program (QAP), the Contractor shall immediately notify the County. The County shall have the sole discretion to decide 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 City Fire Protection District  
State of California Department of Transportation (Caltrans)  
Mono County Sheriff's Department  
Southern CA Edison  
United States Forest Service

- 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.

### **3 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.

#### **3.1 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.

#### **3.2 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.**

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor either to resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such work shall be covered by an appropriate contract modification (change order, amended or supplemental agreement).

## **SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS**

### **3.1 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

### **3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-



year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

### **3.3 APPLICABILITY TO SUBCONTRACTORS**

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

### **3.4 QUARTERLY DISCLOSURES**

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractor, or lower-tier contractor. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

## **SECTION 4. SUBCONTRACTORS**

### **4.1 SUBCONTRACTING.**

No subcontract releases the Contractor from the contract or relieves the Contractor of its responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the County of Mono may exercise the remedies provided under Public Contract Code § 4110 and may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, the Contractor shall immediately remove and not again use a subcontractor who fails to prosecute the Work satisfactorily.

If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

#### **4.2 PERFORMANCE OF SUBCONTRACTORS**

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

#### **4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.**

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance or noncompliance by a subcontractor.

#### **4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.**

Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

#### **4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.**

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

## SECTION 5. PROJECT IMPLEMENTATION

### 5.1 PRE-CONSTRUCTION CONFERENCE.

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

### 5.2 PROSECUTION AND PROGRESS.

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

### 5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

## SECTION 6. PROJECT ADMINISTRATION

### 6.1 GENERAL.

**Changes and Extra Work:** The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

---

**Control of Work:**

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

**6.2 OMITTED ITEMS.**

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

**6.3 CONTRACTOR REPRESENTATION.**

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

**6.4 CONTRACTOR PERSONNEL.**

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

**6.5 METHODS AND EQUIPMENT.**

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

## **6.6 PARTIAL PAYMENTS.**

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

## **6.7 FINAL ACCEPTANCE.**

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

## **6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.**

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

## **6.9 FORCE MAJEURE.**

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.



## **6.10 WARRANTY AND GUARANTEE.**

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

## **SECTION 7: TERMINATION**

### **7.1 TERMINATION BY CONTRACTOR.**

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency

making material unavailable.

2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

## **7.2 TERMINATION BY COUNTY FOR CAUSE.**

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.3 TERMINATION BY COUNTY FOR CONVENIENCE.**

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4. Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.



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## **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.

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**9.5 HIGHWAY CONSTRUCTION EQUIPMENT.**

Attention is directed to Section 591 of the Vehicle Code and Sections 7-I.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

**9.6 PERMITS.**

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

**9.7 CONSTRUCTION LAYOUT AND STAKES.**

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

**9.8 TESTING AND INSPECTIONS.**

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

**9.9 CONTRACTOR QUALITY CONTROL.**

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

**9.10 INSPECTION OF THE WORK.**

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's

representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

### **9.11 RETEST OF WORK.**

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

### **9.12 MAINTENANCE DURING CONSTRUCTION.**

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

## **SECTION 10. OPERATIONS AND SAFETY**

### **10.1 TEMPORARY CONTRACTOR FACILITIES.**

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

### **10.2 BORROW, DISPOSAL AND MATERIAL SITES.**

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

### **10.3 WATER SUPPLY.**

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

### **10.4 EXISTING FACILITIES.**

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

## **SECTION 11. PROGRESS MEETINGS**

### **11.1 WEEKLY PROGRESS MEETINGS.**

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable timeframes.

### **11.2 ATTENDEES.**

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

## SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

### 14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of 30 WORKING DAYS beginning on the date set forth in the Notice to Proceed.

### 14.2 LIQUIDATED DAMAGES.

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of **\$4,300.00 per day**, as liquidated damages, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at 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.



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**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**  
**Click here to enter text. FOR THE CONSTRUCTION OF THE**  
**MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1)**  
**ROAD MAINTENANCE 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 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT, shall be responsible for complying with California Labor Code section 1777.5 for all apprenticeable positions and workers employed by the Contractor.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to California Labor Code section 1775, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than Two Hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by California Labor Code section 1775(b). In addition, Contractor and/or any subcontractor under him shall comply with and be subject to the remaining requirements and provisions of California Labor Code section 1775, a copy of which is included at the end of this Exhibit 2.



E. Payroll Records.

Pursuant to California Labor Code section 1776, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public.

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

Pursuant to California Labor Code section 1810, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work, is limited and restricted to eight (8) hours during any one (1) calendar day and 40 hours during any one (1) calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

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

J. Records of Hours.

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

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code section 1813, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in Attachment A (Scope of Work) of this Agreement,

for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one calendar week.

L. Registration with DIR and Compliance Monitoring.

Pursuant to California Labor Code section 1725.5, unless subject to the limited exceptions stated in Labor Code section 1771.1, no contractor or subcontractor may be qualified or listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## CALIFORNIA LABOR CODE SECTIONS

### California Labor Code Section 1775:

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section

1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

California Labor Code Section 1777.5:

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.



(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

## EXHIBIT 3

**AGREEMENT BETWEEN COUNTY OF MONO AND**  
[Click here to enter text.](#) **FOR THE CONSTRUCTION OF THE**  
**MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1)**  
**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 Director of the Department of Public Works or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by County within 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.



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DRAFT

**SAMPLE PERFORMANCE BOND**

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

MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE1) ROAD MAINTENANCE PROJECT as described in the Project Manual.

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

**NOW, THEREFORE**, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor

\_\_\_\_\_  
\_\_\_\_\_

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel

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DRAFT

**SAMPLE PAYMENT BOND**

**WHEREAS**, The County of Mono, acting by and through its Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Principal", a contract for the work described as follows:

MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT as described in the Project Manual.

**AND WHEREAS**, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

**NOW, THEREFORE**, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for which payment, we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Correspondence or claims relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
Principal  
\_\_\_\_\_  
Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel

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DRAFT

**SAMPLE WARRANTY BOND**

**KNOW ALL BY THESE PRESENTS** that we, \_\_\_\_\_, the Contractor in the contract hereto annexed, as Principal, and, \_\_\_\_\_ as Surety, are held and firmly bound unto the County of Mono in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of the MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE 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**  
**Click here to enter text. FOR THE CONSTRUCTION OF THE**  
**MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1)**  
**ROAD MAINTENANCE PROJECT**

### 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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# SECTION III



## TECHNICAL SPECIFICATIONS & QUALITY ASSURANCE PROGRAM

### **Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project**

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS  
**TECHNICAL SPECIFICATIONS**  
MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1)  
ROAD MAINTENANCE PROJECT  
Project No. 9304-9305

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## **1. Description of Work**

The **MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT** (hereinafter referred to as the project) is for the purpose of preserving and maintaining the condition of asphalt concrete roads in the community of Mono City and on a portion of Benton Crossing Road.

Slurry seal will be applied to the following County roads in the community of Mono City: East Mono Lake Drive, Silver Lake Way, Peeler Lake Dr., Blue Lake Way, Twin Lakes Dr., Green Lakes Ct., and Lake Helen Ct. Small areas of failed asphalt concrete will be removed and replaced with hot mix asphalt (HMA) prior to slurry sealing. Existing wood post street signs will be upgraded to metal post signs in Mono City.

A rubberized chip seal will be applied to the traveled lanes on a 7-mile portion of Benton Crossing Road beginning at the junction with Highway 395. After chip sealing, a flush coat will be applied to the entire road width, including road aprons. Existing paint striping and paint markings will be restored on Benton Crossing Road after the chip seal application. Existing road signs will be replaced as necessary, and existing wood sign posts will be upgraded to steel posts.

There may be other items of work not mentioned above that are required by the 2015 State of California, Department of Transportation, Standard Specifications, (hereinafter referred to as CT Specifications), or these Technical Specifications. Project work shall conform to the plans, project specifications, including these Technical Specifications, and the CT Specifications.

## **5. Control of Work and Materials**

General:

All work performed in connection with CONTROL OF WORK AND MATERIALS shall conform to the provisions in CT Specifications Section 13 "WATER POLLUTION CONTROL". Section 5, "CONTROL OF WORK," and Section 6, "CONTROL OF MATERIALS" and these Technical Specifications.

Submittals:

The Contractor shall provide an 'electronic file' of submittals for each of the following items to the Engineer:

1. Construction Schedule
2. Temporary Traffic Control Plan
3. Bituminous Seals (Slurry Seal Mix Design, Asphalt-Rubber Chip Seal Mix Design, Flush Coat Mix Design, Hot Mix Asphalt Mix Design)
4. Paint Certificates of Compliance
5. Sign Certificates of Compliance
6. Concrete Mix Design
7. Class 2 Aggregate Base Manufacturer's Specifications
8. Shoulder Backing Manufacturer's Specifications

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 for local events in the year 2019 between July and October. If any construction occurs outside that time frame, there may be additional blockout 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 blockout dates for specific regions:

- Benton Crossing Road: September 1 – 8 for the Mammoth Gran Fondo

**NOTE: No chip sealing work shall begin on Benton Crossing Road prior to the Mammoth Gran Fondo event unless all chip sealing and paint striping work can be completed prior to September 1, 2019.**

The engineer may increase or decrease blockout dates for local events. During the duration of local events, work can continue in unaffected regions.

Portions of Benton Crossing Road are located within an easement with the United States Forest Service. The Contractor shall conform to any United States Forest Service requirements.

East Mono Lake Drive joins the Caltrans right-of-way at State Highway 167. Benton Crossing Road joins the Caltrans right-of-way at Highway 395. Highway 395 and Highway 167 are State of California, Highway department roads (Caltrans). All work where Mono County roads join or enter the Caltrans ROW must be done in conformance with an approved Caltrans Encroachment Permit. Mono County will obtain the required Caltrans Encroachment Permit for this work. No work shall be done within the Caltrans right-of-way without the contractor being in possession of an approved encroachment permit signed by Caltrans. No staging or parking of equipment shall occur within the Highway 167 or Highway 395 right-of-way. The Bid Schedule includes slurry seal and paint quantities within the Caltrans right-of-way. Should work not be completed within the Caltrans right-of-way, no payment will be paid to the contractor for that portion of work within the Caltrans right-of-way. Payment will be determined by quantities measured outside the Caltrans right-of-way at the relevant project location. Furthermore, all payment to the contractor for work in any particular project location will be based on actual area fog sealed and/or item painted.

No equipment or construction materials shall be stored or staged within the traveled way of any road. The Contractor shall coordinate with Mono County regarding establishment and operation of storage and staging areas.

In each stage of construction, after completion of the preceding stage, the first order of work shall be the removal of any existing pavement delineation that conflicts with the pavement delineation being used by public traffic, as determined by the Engineer.

24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and

secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall sign or post written notice in each community and notify other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, streets, limits of activities, work hours, and the name, address, and contact number of the Contractor’s superintendent and Mono County Public Works.

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

Mono County Sheriff’s Department	760-932-7549
Mono County Fire / Rescue Department	760-387-2955
USFS – (Inyo National Forest – Mammoth Ranger Station)	760-924-5500
Caltrans Encroachment Permit Office	760-872-0674
SCE	760-924-4810

Payment:  
There is no separate payment for Control of Work.

**8. Mobilization**

General:  
Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site.

Submittals:  
Construction Schedule

Payment:  
The contract LUMP SUM price paid for MOBILIZATION shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, creating as-built drawings, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract. The contract LUMP SUM payments for MOBILIZATION will only be paid as work begins in each project area designated on the Bid Sheets.



## **12. Temporary Traffic Control**

### General:

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in CT Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7- 1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

At the pre-construction meeting, the traffic control requirements for the project shall be reviewed with the Contractor including all of the Contractor's foremen or supervisors.

### Submittals:

Temporary Traffic Control Plan. The plan shall meet CA MUTCD requirements and include Caltrans Standard Plan Details, Temporary Facilities, as necessary to provide for traffic access and safety during construction.

The Contractor shall submit a traffic control plan prepared by a Civil Engineer. The traffic control plan shall meet the requirements of the Caltrans encroachment permit. If acceptable to Caltrans, applicable Caltrans Standard Plans (T-sheets) may be used in lieu of a traffic control plan prepared by a Civil Engineer.

### Construction:

The Contractor shall post "No Parking" signs, as necessary, not less than 72 hours in advance of scheduled work that will restrict parking. No Parking signs shall include specific dates, including day of the week and hours parking and access will be restricted. If the work is not performed during the timeframe indicated on the "No Parking" signs, the work shall be rescheduled with at least three (3) working days advance notice.

The Contractor shall leave the street open to traffic.

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.

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.

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.

**Payment:**

The contract LUMP SUM price paid for "TRAFFIC CONTROL" shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing the required traffic control plans, and providing construction and detour signs, flaggers, police support and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. The LUMP SUM price paid for "TRAFFIC CONTROL" applies only to the specific area of construction identified on the Bid Sheets.

### **13. Water Pollution Control**

**General:**

All work performed in connection with WATER POLLUTION CONTROL shall conform to the provisions in CT Specifications Section 13 WATER POLLUTION CONTROL, the plans and these Technical Specifications.

This project does not include any earth disturbing activities. Dust and sediment may be created by this project while cleaning the pavement surfaces. The intent of the WATER POLLUTION CONTROL is to eliminate the potential for this 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:**

Fiber Roll must be certified seed proof.

**Materials: Fiber**

Rolls

Other BMP's as determined in the field

**Construction:**

Work shall be scheduled for time when there is no stormwater runoff entering or exiting the site, except as authorized by the engineer.

No construction debris shall be allowed to exit the site.

Contractor shall have pavement sweeping and vacuuming equipment to collect sediment, dust and debris to eliminate the potential for construction debris from existing the site.

Contractor may be required to have Fiber rolls available in the instance that a rainstorm is predicted while there is sediment on the paved surfaces. If sediment is continuously removed from paved surface, fiber rolls may not be required.

Work shall include furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for performing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the erosion control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

No vegetation shall be removed under this project.

**Project Winterization:**

This project is not expected to require winterization. If winterization is required all costs associated with it will be the responsibility of the Contractor. Winterization would include cleaning all surfaces of sediment, debris and dust. If there is a winter shutdown, no work will be permitted in project areas that have not been started.

**Payment:**

The contract LUMP SUM price paid for "WATER POLLUTION CONTROL" shall include full compensation for furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the WATER POLLUTION CONTROL as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

## **15. Protection of Existing Facilities**

**General:**

Existing facilities requiring adjustment include removal and connection to existing storm drainage. All work performed in connection with PROTECTION OF EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Highway Facilities," and Section 4-1.03D "Changes" of the CT Specifications and these Technical Specifications.

**Construction:**

**Existing underground utility lines are not shown on the plans.** This project includes only surface work. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. (Note: There is a fiber optic line in the vicinity of this project.) Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

**Existing overhead utility lines are not shown on the plans.** The contractor shall take all precautionary measures necessary to protect overhead utility lines and protect workers and pedestrians during construction operations.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation.

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as shown on the plans and as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only by a registered Land Surveyor in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

**Payment:**

Full compensation for protection of existing facilities and for preservation of existing survey monuments, except those noted on the plans as requiring replacement and paid for separately, shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

**17. Clearing and Grubbing**

**General:**

Clearing and grubbing consists of removing objectionable material from the following construction areas:

1. Highways
2. Bridges and other structures
3. Roads, road approaches, streets, and ramps
4. Material sites
5. Ditches and channels
7. Other described areas

Clear and grub before performing earthwork in a project area.

Do not injure standing trees, plants, and improvements shown to be protected.

Clearing:

Clear all construction areas above original ground of (1) all vegetation such as trees, logs, upturned stumps, roots of downed trees, brush, grass, and weeds and (2) other objectionable material including concrete, masonry, and debris. Cut tree branches that extend over the roadway and hang within 20 feet of finished grade.

Grubbing:

Grub all construction areas to a depth necessary to remove all trees, existing stumps, roots, buried logs, and other vegetative or objectionable material.

Disposal of Materials:

Dispose of materials resulting from clearing and grubbing activities legally at a landfill or the material may be disposed of on-site with approval from the Engineer. Dispose of hazardous material according to Federal, state, and local regulations.

Payment:

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

## **18. Dust Control**

General:

All work performed in connection with DUST CONTROL shall conform to the provisions in CT Specifications Section 18 DUST PALLIATIVES.

Construction:

The Contractor shall perform necessary work to control dust at all times as required by regulation. In particular, contractor shall make every effort to collect debris and dust created by cleaning the roadway surface in preparation for chip sealing and slurry sealing activities.

Sweep up or vacuum any residue 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 of legally, such as at a landfill facility.

Payment:

Full compensation for DUST CONTROL including but not limited to that resulting from construction, public traffic, or wind shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

## **19. Earthwork**

### **19.1 General**

All work performed in connection with EARTHWORK shall conform to the provisions in CT Specifications Section 19 EARTHWORK.

Performing earthwork activities includes removal of unsuitable material or a buried man-made object

if the removal is described. The work also consists of salvaging, removing, and disposing of fences, structures, pavements, culverts, utilities, curbs, sidewalks, signs, snowpoles, and other obstructions within the project earthwork area.

Excavated material may be used as road shoulder fill if approved by the Engineer.

**Unsuitable Material:**

Excavate and dispose of unsuitable material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas as ordered.

Notify the Engineer before removing the unsuitable material if:

1. Removal is not otherwise described
2. You request payment for removal as change order work

Backfill the space resulting from excavating unsuitable material with material suitable for the planned use.

**Buried Man-Made Objects:**

Remove and dispose of a buried man-made object encountered in an excavation as part of the excavation work.

Notify the Engineer before removing the buried man-made object if:

1. Removal of the object is not otherwise described
2. Object could not have been determined by visual inspection
3. You request payment for removal of the object as change order work

## **19-2. 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

**Construction:**

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 of these specifications.

**Payment:**

The payment quantity for ROADWAY EXCAVATION (REPAIR AREAS) is the volume of roadway excavation material in CUBIC YARDS (CY) and includes full compensation for furnishing all labor, materials, tools, equipment, hauling, storing, placing, disposal, compaction, and other incidentals, and for doing all the work involved complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

## 19-9 Shoulder Backing

### 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. Concrete
7. LCB
8. CTB

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	California Test 217	10-35
Combination of all type of materials including RAP		10-35
Combination of all type of materials excluding RAP		10-30
100% RAP (min)		10

**Construction:**

Do not place shoulder backing containing RAP within 100 feet measured horizontally from a culvert, watercourse, or bridge.

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

Scarify the basement material to receive shoulder backing at least 0.25-foot 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. Wherever the total thickness of shoulder backing is more than 6 inches, place the backing under sections 19-5 and 19-6 of the CT Standard Specifications. Form smooth and uniform cross sections and slopes.

**Compaction:**

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.

**Payment:**

SHOULDER BACKING (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, compaction, 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.

## **26. Aggregate Base**

**Acceptance:**

The County accepts aggregate base (AB) based on aggregate gradation, sand equivalent requirements, and percent relative compaction per ASTM D6938 or CT 231. Resistance (R-value) and Durability Index are not required to be tested for during construction, but the AB must meet the minimum requirements for both per the material specification sheet provided by the manufacturer.

If the aggregate gradation test results, sand equivalent test results, or both do not comply with Contract compliance requirements, remove the AB or request a payment deduction. If your request is authorized, \$2.00/cu yd is deducted.

Aggregate must be clean and consist of any combination of the following:

1. Broken stone
2. Crushed gravel



3. Natural rough-surfaced gravel
4. Sand
5. Processed reclaimed asphalt concrete, PCC, LCB, or CTB

Use 3/4-inch maximum aggregate gradation unless otherwise specified. Do not change your selected aggregate gradation without authorization.

**Class 2 Aggregate Base:**

Aggregate gradation must be within the percentage passing limits for the sieve sizes shown in the following table:

Sieve size	Percent Passing	
	3/4 inch maximum	
	Operating range	Contract compliance
2"	--	--
1-1/2"	--	--
1"	100	100
3/4"	90–100	87–100
No. 4	35–60	30–65
No. 30	10–30	5–35
No. 200	2–9	0–12

The aggregate quality characteristics must comply with the requirements shown in the following table:

**Aggregate Quality Characteristics**

Quality characteristic	Requirement	
	Operating range	Contract compliance
Resistance (R-value, min)	--	78
Sand equivalent (min)	25	22
Durability index (min)	--	35

**Construction:**

Apply water to the AB to obtain optimum water content needed for compaction. Water content shall be ± 2.0% of optimum.

**Subgrade:**

Immediately before spreading AB, the subgrade must comply with the specified compaction and elevation tolerance for the material involved and be free from loose or extraneous material. You may use AB to fill areas of the subgrade that are lower than the grade established by the Engineer.

**Spreading:**

Deliver uniform mixtures of AB to the roadbed. Deposit AB in layers or windrows. Spread and shape the AB to such thickness that after watering and compacting, the completed AB is within 0.05 feet from the grade established by the engineer. When AB is spread and compacted the moisture content must be uniform and sufficient to obtain the required compaction. Avoid material

segregation. AB must be free from pockets of coarse or fine material.

If the subgrade is cohesionless sand, you may dump AB in piles and spread it ahead in sufficient quantities to stabilize the subgrade, if authorized.

If the AB thickness shown is 0.50 foot or less, spread and compact the AB in at least 1 layer. If the thickness shown is more than 0.50 foot, spread and compact the AB in at least 2 approximately equal layers in thickness. The compacted thickness of any one layer must not exceed 0.50 foot.

Compacting:

Compact each AB layer to at least 95 percent relative compaction.

Correct areas of AB that do not comply with the described thickness or request a payment deduction if AB is paid for by volume. If your request is authorized, the Engineer calculates the deduction by multiplying:

1. Deficient thickness less allowable tolerance
2. Planned width
3. Longitudinal distance of the deficient thickness
4. \$17.00/cu yd or the item bid price adjusted for cubic yards, whichever is higher

Payment:

Payment shall be made at the contract unit price per volume (CUBIC YARDS, CY) for 6" AGGREGATE BASE (REPAIR AREAS). The payment quantity does not include the volume of aggregate base used to fill low areas of the subgrade. 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.

### **37. Bituminous Seals**

All work performed in connection with SLURRY SEAL, ASPALT-RUBBER CHIP SEAL, and FLUSH COAT shall conform to the provisions in CT Standard Specifications Section 37, Bituminous Seals.

#### **37-2. Asphalt-Rubber Chip Seal:**

General:

This work consists of constructing a chip seal using asphalt-rubber binder. Work shall include application of asphalt rubber binder, followed by heated screenings precoated with asphalt binder, followed by a flush coat.

The Contractor shall comply with all Federal, State, and Local environmental laws, rules, regulations, and ordinances including, but not limited to, air quality requirements.

Definitions:

Crumb Rubber Modifier (CRM): Combination of ground or granulated scrap tire and high natural crumb rubber.

Scrap tire crumb rubber: Any combination of:

1. Automobile tires
2. Truck tires
3. Tire buffing

High natural crumb rubber: Material containing between 40 to 48 percent natural rubber.

Asphalt Modifier: A resinous, high flash point, and aromatic hydrocarbon.

Descending viscosity reading: Subsequent viscosity reading at least 5 percent lower than the previous viscosity reading.

#### Submittals:

At least 5 days before use, Contractor shall submit the permit issued by the local air district for asphalt-rubber binder production equipment and application equipment. If an air quality permit is not required by the local air district for producing asphalt-rubber binder, submit verification from the local air district that an air quality permit is not required.

At least 10 days before starting any asphalt-rubber chip seal activities, Contractor shall submit the name of an authorized laboratory to perform QC testing. The authorized laboratory must comply with the Caltrans Independent Assurance Program (IAP) or possess current AASHTO Material Reference Laboratory (AMRL) accreditation for all ASTM and AASHTO tests.

At least 15 days before use, Contractor shall submit:

1. Asphalt-rubber binder formulation, including:
  - 1.1. Source and grade of asphalt binder
  - 1.2. Source and type of asphalt modifier
  - 1.3. Each source and type of scrap tire crumb rubber and high natural crumb rubber
  - 1.4. Percentage of asphalt modifier by weight of asphalt binder
  - 1.5. Percentage of combined asphalt binder and asphalt modifier by weight of asphalt-rubber binder
  - 1.6. Percentage of scrap tire crumb rubber and high natural crumb rubber by total weight of asphalt-rubber binder
  - 1.7. Percentage of scrap tire crumb rubber and high natural crumb rubber by total weight of crumb rubber modifier
  - 1.8. Test results for specified quality characteristic
  - 1.9. Minimum reaction time and temperature
2. Test results
  - 2.1. Certificate of Compliance showing the asphalt binder is the required PG grade
  - 2.2. Certificate of Compliance or test results showing the asphalt modifier meets the requirements in Table 1 below.
  - 2.3. Certificate of Compliance or test results showing each source of CRM meets the requirements in Tables 2, 3, and 4 below.
  - 2.4. Test results showing the asphalt-rubber binder meets the requirements in Tables 5 and 6 below.
  - 2.5. Test results showing the screenings meets the requirements in Tables 7 and 8 below.
3. Grade and manufacturers specifications for quick-setting asphaltic emulsion to be used for flush coat. Provide Certificate of Compliance for flush coat asphaltic emulsion delivered to site.

4. SDS for each hazardous material

Materials:

Asphalt binder must be PG 58-22, or as approved by the County Engineer. Asphalt binder must comply with Section 92 of the Caltrans Standard Specifications.

Asphalt modifier must be a resinous, high flash point, aromatic hydrocarbon. Asphalt modifier must comply with the requirements shown in Table 1.

**Table 1: Asphalt Modifier for Asphalt-Rubber Binder**

Quality Characteristic	Test Method	Requirement
Viscosity at 100 °C (m2/s x 10-6)	ASTM D445	X ± 3 <sup>a</sup>
Flash point (CL.O.C., °C, min)	ASTM D92	207
Asphaltenes by mass (% , max)	ASTM D2007	0.1
Aromatics by mass (% , min)	ASTM D2007	55

<sup>a</sup> X denotes the asphalt modifier viscosity from 19 to 36 as proposed by the Contractor. The proposed value “X” shall be submitted in writing to the Agency. A change in X requires a new asphalt-rubber binder submittal.

Crumb rubber modifier (CRM) shall consist of a combination of scrap tire CRM and high natural CRM. The scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffings. The high natural CRM shall consist of ground or granulated rubber derived from materials that utilize high natural rubber sources.

Scrap tire crumb rubber and high natural crumb rubber must be delivered to the asphalt-rubber binder production site in separate bags and shall be sampled and tested separately.

Steel and fiber must be separated. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Cryogenically-produced CRM particles must be large enough to be ground or granulated. Cryogenically produced CRM particles that pass through the grinder or granulator without being ground or granulated, respectively, shall not be used.

The CRM must comply with the requirements shown in the Tables 2, 3 and 4.

**Table 2: Crumb Rubber Modifier Physical Requirements**

Quality characteristic	Test method	Requirement
Wire in CRM (% , max)	California Test 385	0.01
Fabric in CRM (% , max)	California Test 385	0.05
CRM specific gravity	California Test 208	1.1-1.2

**Table 3: Crumb Rubber Modifier Chemical Requirements**

Quality Characteristic	Test Method	Scrap Tire	High Natural
Acetone extract (%)	ASTM D297	6.0–16.0	4.0–16.0
Rubber hydrocarbon (% , min)	ASTM D297	42.0–65.0	50.0

Natural rubber content (%)	ASTM D297	22.0–39.0	40.0–48.0
Carbon black content (%)	ASTM D297	28.0–38.0	---
Ash content (% , max)	ASTM D297	8.0	---

**Table 4: Crumb Rubber Gradation Recommendation**

Percent passing by weight		
Sieve Size	Scrap Tire	High Natural
No. 8	100	100
No. 10	98–100	100
No. 16	45–75	95–100
No. 30	2–20	35–85
No. 50	0–6	10–30
No. 100	0–2	0–4
No. 200	0	0–1

Asphalt-Rubber Binder must be a combination of:

1. Asphalt binder
2. Asphalt modifier
3. Crumb rubber modifier

The blending equipment must allow the determination of weight percentages of each asphalt rubber binder ingredient.

Asphalt-rubber binder must be  $79 \pm 1$  percent by weight asphalt binder and asphalt modifier. The minimum percentage of CRM must be 20.0 percent and lower values may not be rounded up. CRM must be  $76 \pm 2$  percent by weight scrap tire crumb rubber and  $24 \pm 2$  percent by weight high natural crumb rubber.

Asphalt modifier and asphalt binder must be blended at the production site. Asphalt modifier must be from 2.5 to 6.0 percent by weight of the asphalt binder in the asphalt-rubber binder. The asphalt-rubber binder supplier determines the exact percentage.

The blend of asphalt binder and asphalt modifier must be combined with the CRM at the asphalt-rubber binder production site. The asphalt binder and asphalt modifier blend must be from 375 to 440 degrees F when the CRM is added. Combined ingredients must be allowed to react at least 45 minutes at temperatures from 375 to 425 degrees F except the temperature shall not be higher than 10 degrees F below the actual flashpoint of the asphalt-rubber binder.

After reacting for at least 45 minutes, the asphalt-rubber binder must comply with the requirements shown in Table 5.

**Table 5: Asphalt-Rubber Binder**

Quality Characteristic	Test Method	Requirement
Cone penetration at 25 °C (0.10 mm)	ASTM D217	25–60
Resilience at 25 °C (% rebound)	ASTM D5329	18-40
Softening point (°C)	ASTM D36/D36M	55-88
Viscosity at 375 °F (Pa•s x 10 <sup>-3</sup> ) <sup>a</sup>	ASTM D7741/D7741M	1,500–2,500

<sup>a</sup> Prepare sample for viscosity test in accordance with California Test 388.

Maintain asphalt-rubber binder at a temperature from 375 to 415 degrees F.

Stop heating unused asphalt-rubber binder 4 hours after the 45-minute reaction period. If the asphalt-rubber binder drops below 375 degrees F, reheat before use. Reheating asphalt-rubber binder that cools below 375 degrees F is a reheat cycle. Do not exceed 2 reheat cycles. If reheating, asphalt-rubber binder must be from 375 to 415 degrees F before use.

During reheating, you may add scrap tire crumb rubber. Scrap tire crumb rubber must not exceed 10 percent by weight of the asphalt-rubber binder. Allow added scrap tire crumb rubber to react for at least 45 minutes. Reheated asphalt-rubber binder must comply with the specifications for asphalt-rubber binder.

Design the asphalt-rubber binder from testing you perform for each quality characteristic and for the reaction temperatures expected during production. The profile must include the same component sources for the asphalt-rubber binder used. The 24-hour (1,440-minute) interaction period determines the design profile. At a minimum, mix asphalt-rubber binder components, take samples, and perform and record the tests shown in Table 6.

**Table 6: Asphalt-Rubber Binder Reaction Design Profile**

Quality characteristic	Test Method	Minutes of reaction <sup>a</sup>							Limit <sup>c</sup>
		45	60	90	120	240	360	1,440	
Cone penetration at 25 °C (0.10 mm)	ASTM D217	X <sup>b</sup>	---	---	---	X	---	X	25-60
Resilience at 25 °C (% rebound)	ASTM D5329	X	---	---	---	X	---	X	18-50
Softening point (°C)	ASTM D36/D36M	X	---	---	---	X	---	X	55-88
Viscosity (Pa·s x 10 <sup>-3</sup> ) <sup>a</sup>	ASTM D7741/D7741M	X	X	X	X	X	X	X	1,500-2,500

<sup>a</sup> Six hours (360 minutes) after CRM addition, reduce the oven temperature to 275 degrees F for 16 hours. After the 16-hour (960 minutes) cool down after CRM addition, reheat the binder to the reaction temperature expected during production for sampling and testing at 24 hours (1,440 minutes).

<sup>b</sup> X denotes required testing.

<sup>c</sup> The values presented in this table are for binder design only and are not to be used for material acceptance.

**Screenings:**

Screenings for asphalt-rubber chip seal must comply with the gradation requirements shown in Table 7:

**Table 7. 3/8 inch Asphalt Rubber Aggregate Gradation Requirements**

Sieve Size	Percent Passing
1/2 inch (12 mm)	95-100
3/8 inch (9 mm)	70 – 85
1/4 inch (4.75 mm)	0 – 15
#8 (2.36 mm)	0 – 5
#200 (75 µm)	0 – 1
---	---

Do not recombine fine materials collected in dust control systems except from primary dust collection devices such as cyclone collectors or knock-out boxes with any other aggregate used in the production of screenings.

The screenings must also comply with the requirements shown in Table 8.

**Table 8: Asphalt-Rubber Chip Seal Screenings Requirements<sup>a</sup>**

Quality Characteristic	Test Method	Requirement
Cleanness Value (min)	California Test 227	80
Durability (min)	California Test 229	52
Los Angeles Rattler Loss (100 Revolutions, %, max)	ASTM C 131	10
Los Angeles Rattler Loss (500 Revolutions, %, max)		40
Film Stripping (%, max)	California Test 302	25

<sup>a</sup> Test the screenings prior to pre-coating.

**Construction:**

Place a W8-7 (LOOSE GRAVEL) sign and a W13-1P (35 MPH) plaque at 2,000-foot maximum intervals along each side of the traveled way where screenings are spread on a traffic lane and at public roads or streets entering the seal coat area. Place the 1st W8-7 sign in each direction where traffic first encounters the loose screenings, regardless of which lane the screenings are spread.

Maintain signs in place at each location until the final brooming of the seal coat surface for that location is complete. Signs may be set on temporary portable supports with the W13-1P plaque below the W8-7 sign or on barricades with the W13-1P plaque alternating with the W8-7 sign.

If traffic is routed over a surface where a seal coat application is intended, the seal coat must not be applied to more than half the width of the traveled way at a time, and the remaining width must be kept free of obstructions and open to traffic until the previously applied width is ready for traffic use.

Schedule the operations so that chip seals are placed on both lanes of the traveled way each work shift. At the end of the work shift, the end of the chip seals on both lanes must generally match.

Wherever final sweeping or brooming of the seal coat surface is complete, place permanent traffic stripes and pavement markings within 10 days.

**Equipment:**

The equipment used in producing asphalt rubber binder and the equipment used in spreading asphalt rubber binder must be permitted for use by the local air district.

Equipment for seal coats must include and comply with the following:

1. Screenings haul trucks. Haul trucks must have:
  - 1.1. Tailgates that discharge screenings
  - 1.2. Devices to lock onto the rear screenings spreader hitch



- 1.3. Dump beds that will not push down on the spreader when fully raised
  - 1.4. Dump beds that will not spill screenings on the roadway when transferred to the spreader hopper
  - 1.5. Tarpaulins to cover precoated screenings if haul distance exceeds 30 minutes or ambient temperature is less than 65 degrees F
2. Self-propelled screenings spreader. The spreader must have:
    - 2.1. Screenings hopper in the rear
    - 2.2. Belt conveyors that carry the screenings to the front
    - 2.3. Spreading hopper capable of providing a uniform screening spread rate over the entire width of the traffic lane in 1 application.
  3. Self-propelled power brooms. Do not use gutter brooms or steel-tined brooms. Brooms must be capable of removing loose screenings adjacent to barriers that prevent screenings from being swept off the roadway, including curbs, gutters, dikes, berms, and railings.
  4. Pneumatic-tired rollers. Pneumatic-tired rollers must be an oscillating type at least 4 feet wide. Each roller must be self-propelled and reversible. Pneumatic tires must be of equal size, diameter, type, and ply. The roller must carry at least 3,000 lb of load on each wheel, and each tire must have an air pressure of  $100 \pm 5$  psi.

#### Surface Preparation:

The Contractor shall remove any existing traffic stripes, markings, crosswalks, stop bars, legends, and raised pavement markers in areas to receive asphalt-rubber chip seal as required by the Plans or project Specifications. Removal shall be done by sand blasting or grinding and disposing of by the Contractor. Grinding or sand blasting operations shall be conducted to keep all removed pavement material from entering the storm drain system. Removal of existing pavement markings shall not occur sooner than 2 calendar days prior to the day that the asphalt-rubber chip seal is to be placed.

Existing pavement striping, markings, or markers which are outside the work area and not to be removed, shall be protected by the Contractor. Any striping, markings, or markers to remain damaged or rendered useless by the Contractor's operations shall be restored by the Contractor to the Agency's satisfaction and at the Contractor's expense.

Before applying asphalt-rubber binder, cover manholes, valve and monument covers, grates, or other exposed facilities located within the area of application with plastic or oil-resistant construction paper secured by tape or adhesive to the facility being covered. Reference the covered facilities with enough control points to locate the facilities after the application of the asphalt-rubber chip seal. Remove coverings promptly to return the facilities to service prior to the end of the same shift the seal coat is placed.

The Contractor shall remove all vegetation material growing in the street or on the interface of the asphalt surface with the lip of concrete gutter prior to placing asphalt-rubber binder.

Immediately before applying the asphalt-rubber binder, the surface shall be clean and completely dry. Cleaning shall be performed by sweeping, flushing, or other means necessary to remove all loose particles of paving, all dirt, and all out extraneous material. The Contractor shall clean all streets from face of curb to face of curb in the project area as necessary to ensure the pavement surface is sufficiently cleaned to provide for a bond between the existing pavement surface and seal coat. Any cleaning of the pavement surface immediately before



placing asphalt-rubber chip seal shall be performed without water. The application of asphalt-rubber binder on any street shall not proceed until the Agency has approved the street cleaning.

If using sweeping equipment to clean the streets, the Contractor will perform a minimum of two (2) complete passes over all pavement surfaces. In the event the Agency determines that two (2) passes are not adequate, the Contractor shall re-sweep designated areas as necessary to achieve the appropriate level of pavement cleaning. Completion of sweeping shall be evidence by the absence of all loose particles of paving, all dirt, sand, gravel, leaves, and all other extraneous material. Street sweeping equipment shall be a broom sweeper, or approved equal, in a sufficiently maintained condition to accomplish the sweeping goals of the project. Pavement missed by or inaccessible to broom sweepers shall be swept clean by other methods that are approved by the Agency. The Contractor shall provide whatever flushing, compressed air, or other cleaning methods are necessary to remove all dirt, vegetation, and loose material from the pavement.

In the event that a scheduled street should become wet due to fog, rain, or any other reason, the placement of asphalt-rubber chip seal shall be suspended until the surface has completely dried as determined by the Agency.

#### Asphalt-rubber binder application:

The asphalt-rubber binder may only be applied if:

1. The pavement temperature is above 55 degrees F.
2. The ambient temperature is from 60 to 105 degrees F.
3. The pavement is clean and dry.
4. Wind conditions are such that uniform asphalt-rubber binder coverage can be achieved.
5. Rain is not imminent.

The asphalt-rubber binder shall be applied when the temperature of the asphalt-rubber binder is between 385 and 415 degrees F.

Do not apply the asphalt rubber binder unless enough aggregate is available at the job site to cover the asphalt rubber binder within 2 minutes. Intersections, turn lanes, gore points, and irregular areas must be covered within 15 minutes.

Prevent vehicles from driving on asphalt-rubber binder before spreading screenings.

Do not apply asphalt-rubber binder during high wind conditions. If authorized, Contractor may adjust the distributor bar height and distribution speed and use shielding equipment during high wind conditions. However, if the weather conditions do not allow for uniform placement of the asphalt-rubber binder, the Agency may decide to suspend construction activities by the Contractor at no cost to the Agency. The Contractor may not resume construction activities until after receiving approval from the Agency.

In the course of construction where the asphalt-rubber binder distributor truck creates a joint by stopping at some point along the length of the roadway, the screenings spreader shall stop short of this joint, leaving a small strip of uncovered asphalt-rubber. This is to prevent an overlapping double thickness joint from being created once work resumes. Transverse joints of this type shall be constructed by beginning spraying of the asphalt-rubber binder on the

uncovered asphalt-rubber binder from before the work stoppage and proceed along the roadway. All reasonable precautions shall be taken to avoid skips and overlaps at joints. Any defect shall be corrected at the Contractor's expense by use of a shovel and/or broom prior to continuing operations. Plan your operations to minimize transverse joints.

The longitudinal joint between adjacent applications of screenings shall coincide with the line between designated traffic lanes. Longitudinal joints shall be overlapped for complete coverage. The overlap shall be from 2 to 4 inches. At longitudinal joints with screenings, the edge shall be broomed back and blended to eliminate differences in elevation. The joints shall be free from ridges and depressions and shall have a uniform appearance consistent with the adjacent sealed surface. Defects shall be corrected at the Contractor's expense.

Joints between areas of asphalt-rubber binder without screenings shall be made by overlapping asphalt-rubber binder distributions. The excess material shall be properly dispersed by spreading with a squeegee or rake over a larger area of freshly applied asphalt-rubber binder.

#### Screenings Application:

During transit, cover precoated screenings for asphalt-rubber chip seal with tarpaulins when the ambient air temperature is below 65 degrees F or the haul time exceeds 30 minutes.

Prevent vehicles from driving on asphalt-rubber binder before spreading screenings.

At the time of application, precoated screenings for asphalt-rubber chip seal must be from 225 to 325 degrees F.

Spread screenings at a uniform rate over the full lane width in one application. Operate the spreader at speeds slow enough to prevent screenings from rolling over after dropping. If the spreader is not moving, screenings must not drop. If the spreader stops and screenings drop, remove the excess screenings before resuming activities.

The screenings spreader shall be an appropriate distance behind the asphalt-rubber binder distribution truck such that screenings are applied to the asphalt-rubber binder within one minute. The screenings spreader shall be within 200 feet of the distribution truck at all times.

The application of the finished asphalt-rubber chip seal shall be uniform in appearance and free of defects.

#### Rolling and Sweeping:

Perform initial rolling within 90 seconds of spreading screenings. Do not spread screenings more than 200 feet ahead of the initial rolling.

A coverage must consist of the number of passes a roller needs to cover the width. A pass must be one (1) roller movement parallel to the asphalt-rubber chip seal application in either direction. Overlapping passes are part of the coverage being made and are not part of a subsequent coverage. Do not start a coverage until completing the previous coverage.

Initial rolling of the asphalt-rubber chip seal shall consist of a minimum of one (1) coverage with pneumatic-tired roller(s). A minimum of three (3) coverages with pneumatic tired rollers, after the initial rolling, shall be made on the asphalt-rubber chip seal.

Sweeping shall be a multi-step operation following final rolling of the screenings. Initial

sweepings shall be performed and loose screenings shall be removed without dislodging the screenings set in the asphalt-rubber binder prior to acceptance.

Finishing:

Remove piles, ridges, or unevenly distributed screenings. Repair permanent ridges, bumps, or depressions in the finished surface. Spread additional screenings and roll if screenings are picked up by rollers or vehicles.

Seal coat joints between adjacent applications of seal coat must be smooth, straight, uniform, and completely covered. Longitudinal joints must be at lane lines and not overlap by more than 4 inches. Blend the adjacent applications by brooming.

For 2-lane 2-way roadways under 1-way traffic control, upon completion of final rolling, traffic must be controlled with pilot cars and routed over the new chip seal for a period of 2 to 4 hours before opening the lane to traffic not controlled with pilot cars.

Before opening to traffic, finish seal coat in the following sequence:

1. Perform initial rolling consisting of 1 coverage with a pneumatic-tired roller
2. Perform final rolling consisting of 3 coverages with a pneumatic-tired roller
3. Broom excess screenings from the roadway and adjacent abutting areas
4. Apply flush coat if specified
5. Remove covers from facilities

Broom seal coat surfaces for at least 4 consecutive days starting from the day screenings are applied. Brooming must:

1. Keep the surface free from loose screenings
2. Distribute screenings over the surface so as to absorb any free asphaltic material
3. Cover any areas deficient in cover coat material
3. Prevent formation of corrugations

The use of any sweeper that causes damage to the asphalt-rubber chip seal coat shall be immediately discontinued. Any voids caused by automobile tires, poor adhesion of chips to asphalt-rubber binder, or any other cause shall be the Contractor's responsibility to patch prior to removing traffic control devices at no additional cost to the County.

After 4 consecutive days, excess aggregate must be removed from the paved areas.

Failure to provide adequate sweeping will result in the County performing said work at the Contractor's sole expense, which shall be deducted from any monies due to the Contractor. Sweeping by Agency forces shall not relieve the Contractor of any liability arising from his/her failure to comply with these Specifications.

Whenever the final sweeping or brooming of the asphalt-rubber chip seal is complete, place all permanent traffic stripes, pavement markings, crosswalks, stop bars, and raised pavement markers as shown in the Plans or project Specifications. Placement of all pavement markings and raised pavement markers shall be completed within 10 calendar days after completion of final sweeping or brooming of the asphalt-rubber chip seal. Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry or the thermoplastic is hard enough to bear traffic. If multiple pavement stripes will be placed, the centerline strip shall be placed first before all other traffic stripes.

#### Flush Coats:

Applying a flush coat includes applying a fog seal coat followed by sand.

The grade of slow-setting or quick-setting asphaltic emulsion shall be compatible with the asphalt-rubber chip seal binder and be approved by the Engineer prior to placement.

Sand for flush coat must comply with the material specifications for fine aggregate gradation in section 90-1.02C(3) of the Caltrans Standard Specifications. Sand must not include organic material or clay.

Apply asphaltic emulsion for flush coat at a residual asphalt rate from 0.02 to 0.06 gal/sq yd. or as determined by the Engineer.

During flush coat activities, close adjacent lanes to traffic. Do not track asphaltic emulsion on existing pavement surfaces.

Apply sand immediately after the asphaltic emulsion application.

Spread sand with a self-propelled screenings spreader equipped with a mechanical device that spreads sand at a uniform rate over the full width of a traffic lane in a single application. Spread sand at a rate from 2 to 6 lb/sq yd.

#### Quality Control and County Acceptance:

Contractor shall provide quality control (QC) for chip seal production and placement. Contractor shall submit all QC testing results to the County within 7 calendar days of receiving test results.

The Contractor must notify the Agency immediately if a QC test result falls outside of the material property requirements shown in this section. The Agency may stop production and construction activities by the Contractor if two test results in a row for any of the materials fall outside of the specified requirements in this section. The Contractor may not begin construction activities until the Contractor performs corrective action and demonstrates to the Agency that the material is within the specified requirements.

The County reserves the right to refuse to permit the use of material solely on the basis of a Certificate of Compliance, except for the asphalt modifier and crumb rubber modifier. The Contractor shall allow the Agency or their designee access to observe any QC testing being performed. The Contractor must inform the County or their designee of the time and location that all QC testing will be performed.

The County accepts CRM based on the gradation requirements shown in the following table when tested under California Test 385:

### Crumb Rubber Modifier Gradation Requirements

Sieve size	Scrap tire crumb rubber		High natural crumb rubber	
	Operating range	Contract compliance	Operating range	Contract compliance
No. 8	100	100	--	--
No. 10	95–100	90–100	100	100
No. 16	35–85	32–88	92–100	85–100
No. 30	2–25	1–30	25–95	20–98
No. 50	0–10	0–15	6–35	2–40
No. 100	0–5	0–10	0–7	0–10
No. 200	0–2	0–5	0–3	0–5

The County accepts asphalt rubber binder based on compliance with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Cone penetration at 25 °C (0.10 mm)	ASTM D217	25–60
Resilience at 25 °C (% rebound)	ASTM D5329	18–50
Softening point (°C)	ASTM D36/D36M	55–88
Viscosity at 375 °F (Pa·s x 10 <sup>-3</sup> ) <sup>a</sup>	ASTM D7741/D7741M	1,500–2,500

<sup>a</sup>Prepare sample for viscosity test under California Test 388.

The County accepts precoated screenings based on compliance with the requirements shown in the following table:

### Precoated Screenings Acceptance Criteria

Quality characteristic	Test method	Requirement		
Los Angeles Rattler Loss (max, %)	California Test 211	10		
Loss at 100 revolutions				
Loss at 500 revolutions				
Film stripping (max, %)	California Test 302	25		
Cleanness value (min)	California Test 227	80		
Durability (min)	California Test 229	52		
Gradation (% passing by weight)	California Test 202	Coarse	Medium	Fine
Sieve size:		1/2" max	1/2" max	3/8" max
3/4"		100	100	100
1/2"		75–90	85–90	95–100
3/8"		0–20	0–30	70–85
No. 4		0–2	0–5	0–15
No. 8		--	--	0–5
No. 200	0–1	0–1	0–1	

The County will use the results of the Contractor's QC test results to determine if the materials used for the asphalt-rubber chip seal meet the quality characteristic requirements that are specified herein. The Contractor shall deliver samples of materials used to the County or permit the County or their designee access to obtain samples from any stockpiles or facilities used to store or produce materials used in the asphalt-rubber chip seal upon request at any time during construction. County reserves the right to have such materials tested by an independent laboratory for compliance with the requirements in this Section for verification and acceptance purposes. The Contractor may examine the records and reports of the tests the County performs.

The County will accept the completed, in-place asphalt-rubber chip seal if the final product is uniform in appearance, free from all visible defects, bumps, areas of poor chip retention, and has been swept to remove all loose chips.

**Payment:**

The payment quantity for ASPHALT-RUBBER CHIP SEAL and FLUSH COAT is by the square yard (SY), and such price shall include full compensation for specified surface preparation, removals, hauling, sweeping, rolling, necessary sanding, flush coat, quality control, and for doing all the work and materials involved in constructing the asphalt-rubber chip seal and flush coat complete in-place.

**37-3. Slurry Seals:**

Applying a slurry seal consists of spreading a mixture of asphaltic emulsion or polymer modified asphaltic emulsion, aggregate, set-control additives, and water on a surface or pavement.

**Submittals:**

Submit a laboratory report of test results and a proposed mix design 10 days before starting placement of slurry seal. The report and mix design must include the specific materials to be used.

The laboratory report must include:

1. Test results used in the mix design
2. Proportions of the following materials based on the aggregate's dry weight:
  - 2.1. Aggregate
  - 2.2. Filler determined from tests, minimum and maximum
  - 2.3. Water, minimum and maximum
  - 2.4. Asphalt solids content
  - 2.5. Set control agent
3. Comparison of slurry seal test results to the specified values

The testing laboratory must sign the original laboratory report and mix design.

If the mix design consists of the same materials covered by a previous laboratory report, you may submit the previous laboratory report that must include material testing data performed within the previous 12 months for authorization.

If you change any of the materials in the mix design, submit a new mix design and laboratory report at least 10 days before starting slurry seal work.

Your laboratory must be able to perform International Slurry Surfacing Association tests and mix designs.

**Materials:**

Aggregate for slurry seal and micro-surfacing must comply with the gradation requirements shown in the following table:

**Aggregate Gradation Requirements**

Sieve size	Percentage passing by aggregate type		
	I	II	III
3/8"	--	100	100
No. 4	100	94-100	70-90
No. 8	90-100	65-90	45-70
No. 16	60-90	40-70	28-50
No. 30	40-65	25-50	19-34
No. 200	10-20	5-15	5-15

Aggregate must be rock dust or sand such as plaster sand. Aggregate larger than the no. 50 sieve must be 100 percent crushed rock. Aggregate must be free from vegetable matter, deleterious substances, caked or clay lumps, and oversized particles.

The slurry seal mix design must comply with the requirements shown in the following table:

**Slurry Seal Mix Design Requirements**

Quality characteristic	Test method <sup>a</sup>	Requirement
Consistency (max, mm)	Technical Bulletin 106	30
Wet stripping	Technical Bulletin 114	Pass
Compatibility	Technical Bulletin 115	Pass <sup>b</sup>
Cohesion test <sup>c</sup> , within 1 hour (min, kg-mm)	Technical Bulletin 139	200
Wet track abrasion (max, g/m <sup>2</sup> )	Technical Bulletin 100	810

<sup>a</sup>Test methods are by the International Slurry Surfacing Association.

<sup>b</sup>Mixing test must pass at the maximum expected air temperature at the job site during placement.

<sup>c</sup>Using project source aggregate, asphaltic emulsion, and set-control agents if any.

The mix design must have the percent of asphaltic emulsion, based on percentage by weight of the dry aggregate, within the ranges shown in the following table:

**Asphaltic Emulsion Percentage**

Aggregate type	Range
I	15-20
II	12-18
III	10-15

The Engineer determines the exact percentage based on the design asphalt binder content and the asphalt solids content of the asphaltic emulsion furnished.

Aggregate:

If the specific gravities differ by 0.2 or more, California Test 202 is replaced with California Test 105 for blends of different aggregates.

Aggregate for slurry seal must comply with the requirements for the type shown in the following table:

**Aggregate Quality**

Quality characteristic	Test method	Requirement by aggregate type		
		I	II	III
Sand equivalent (min)	California Test 217	45	55	60
Durability index (min)	California Test 229	55	55	55

Each day's aggregate moisture content measurements must not vary more than ±0.5 percent.



Polymer modified asphaltic emulsion must:

1. Consist of a polymer mixed with a bituminous material uniformly emulsified with water and an emulsifying or stabilization agent.
2. Use either neoprene polymer or butadiene and styrene copolymer. The polymer must be homogeneous and milled into the asphaltic emulsion at the colloid mill.
3. Polymer modified asphaltic emulsion must be Grade PMCQS1h cationic and must comply with the requirements shown in the following table:

**Polymer Modified Asphaltic Emulsion Requirements**

Quality characteristic	Test method	Requirement
<b>Tests on emulsion:</b>		
Saybolt Furol viscosity @ 25 °C (Saybolt Furol seconds)	AASHTO T 59	15–90
Sieve test (%)	AASHTO T 59	0–0.3
Storage stability after 1 day (%)	AASHTO T 59	0–1
Residue by evaporation (min, %)	California Test 331	57
Particle charge	AASHTO T 59	Positive
<b>Tests on residue by evaporation:</b>		
Penetration at 25 °C	AASHTO T 49	40–90
Ductility at 25 °C (min, mm)	AASHTO T 51	400
Torsional recovery (min, %) or Polymer content (min, %)	California Test 332  California Test 401	18  2.5

**Construction:**

Before applying slurry seal or micro-surfacing, cover manholes, valve and monument covers, grates, or other exposed facilities located within the area of application using plastic or oil resistant construction paper secured by tape or adhesive to the facility being covered. Reference the covered facilities with enough control points to relocate the facilities after application of the seal coat.

In areas inaccessible to spreading equipment, spread the slurry seal or micro-surfacing mixture with hand tools or other authorized methods. If placing with hand tools, lightly dampen the area first. Do not handle or shift the material.

Proportion slurry seal ingredients in compliance with the authorized mix design. Proportion and blend different aggregate types before adding other ingredients.

After proportioning, the slurry seal mixture must be workable. The slurry seal surface must be cured to allow traffic within 1 hour after placement. The slurry seal must not show bleeding, raveling, separation, or other distresses for 15 days after placing.

Spread slurry seal uniformly within the specified spread rate range. Do not spot, rehandle, or shift the mixture.

The Engineer determines the exact spread rate for slurry seal. The completed rate must be within 10 percent of the Engineer's determined spread rate. The slurry seal spread rates must be within the ranges shown in the following table:



### Slurry Seal Spread Rates

Type of aggregate	Range (lb of dry aggregate/sq yd)
I	8-12
II	10-15
III	20-25

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal.

Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches.

Use kraft paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the paper after use. Use hand tools to remove spillage.

The finished surface must be smooth.

The mixture must be uniform and homogeneous after spreading, and there must not be separation of the emulsion and aggregate after setting.

Protect the slurry seal from damage until it has cured and will not adhere or be picked up by vehicle tires.

#### Mixing and Spreading Equipment:

Mixing and spreading equipment for slurry seal must proportion asphaltic emulsion, water, aggregate, and any set-control additives by volume and mix them in continuous pugmill mixers. Continuous pugmill mixers must be of adequate size and power for the type of materials to be mixed.

Introduce emulsion into the mixer with a positive displacement pump. If you use a variable-rate pump, the adjusting unit must be sealed in its calibrated position.

Introduce water into the mixer with a meter that measures gallons.

Identifying numbers for equipment must be at least 2 inches high and located on the front and rear of the vehicle.

If truck-mounted mixer-spreaders are used, keep at least 2 operational spreaders at the job site during placement.

In areas inaccessible to spreading equipment, spread the slurry seal mixture with hand tools. If placing with hand tools, lightly dampen the area first. Do not handle or shift the mixture.

#### Truck Mounted Mixer Spreaders:

Truck mounted mixer spreaders must comply with the following:

1. Rotating and reciprocating equipment must be covered with metal guards.
2. Proportion aggregate using a belt feeder with an adjustable cutoff gate. The Engineer verifies the height of the gate opening.

3. Belt feeder must have a depth monitor device. The depth monitor device must automatically shut down power to the belt feeder when the aggregate depth is less than 70 percent of the target depth.
4. Separate monitor device must detect the revolutions of the belt feeder. This device must automatically shut down power to the belt feeder if it detects no revolutions. If the belt feeder is an integral part of the equipment's drive chain, the monitor device is not required.
5. Aggregate belt feeder must be connected directly to the drive on the emulsion pump. The aggregate feeder drive shaft must have a revolution counter reading the nearest 0.10 revolution for micro-surfacing, and nearest 1 revolution for slurry seal.
6. Emulsion storage must be equipped with a device that automatically shuts down power to the emulsion pump and aggregate belt feeder when the level of stored emulsion is lowered. To allow for normal fluctuations, there may be a delay of 3 seconds between detection of low emulsion storage levels or low aggregate depths and automatic power shut down.
7. Emulsion storage must be located immediately before the emulsion pump.
8. Emulsion storage tank must have a temperature indicator at the pump suction level. The indicator must be accurate to  $\pm 5$  degrees F.
9. No-flow and revolution warning devices must be in working condition and comply with California Test 109. Low-flow indicators must be visible while walking alongside the equipment.

#### Continuous Self-Loading Mixing Machine:

Continuous self-loading mixing machines must be automatically sequenced and self-propelled. The mixing machine must deliver each material to a double shafted mixer and discharge the mixed material on a continuous flow basis. The mixing machine must have sufficient storage capacity to maintain a continuous supply of material to the proportioning controls. The mixing machine operator must have full control of forward and reverse speeds during placement.

#### Spreader Box:

The spreader box used to spread the slurry mixture must be:

1. Capable of spreading an entire lane width.
2. Equipped with flexible rubber belting on each side. The belting must contact the pavement to prevent loss of slurry from the box.
3. If wider than 7.5 feet, equipped with baffles, reversible motor-driven augers, or equivalent features to uniformly apply the slurry seal on superelevated sections and shoulder slopes.
4. Equipped with rear flexible strike-off blades in close contact with the pavement and adjustable to various crown shapes to uniformly apply the slurry seal.
5. Equipped with flexible drags attached to the rear and cleaned daily and changed if longitudinal scouring occurs.
6. Clean and free of slurry seal or emulsion at the start of each work shift.

#### Surface Preparation:

Before you place slurry seal or micro-surfacing, clean the pavement surface by removing loose particles of extraneous materials, including paving and dirt. Use any nondestructive method, such as flushing or sweeping.

#### Placement:

Longitudinal and transverse joints must be:

1. Uniform
2. Straight
3. Neat in appearance

4. Butt-type joints
5. Without material buildup
6. Without uncovered areas

Place longitudinal joints:

1. On centerlines, lane lines, edge lines, or shoulder lines
2. With overlaps not more than 3 inches

Set the leading edge of kraft paper on transverse joints to create a straight butt joint with the next application when the paper is removed.

Weather Conditions:

Only place slurry seal or micro-surfacing if both the pavement and air temperatures are at least 50 degrees F and rising. Do not place slurry seal or micro-surfacing if either the pavement or air temperature is below 50 degrees F and falling. The expected high temperature must be at least 65 degrees F within 24 hours after placement.

Do not place slurry seal or micro-surfacing if rain is imminent or the air temperature is expected to be below 36 degrees F within 24 hours after placement.

Payment:

Payment quantity for SLURRY SEAL will be measured by the SQUARE YARD (SY). The contract unit price paid per SQUARE YARD for "SLURRY SEAL" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in constructing slurry seal, including surface cleaning, and contractor quality control according to CT Specification Sections complete in-place, as shown on the plans and as specified in these Technical Specifications or as directed by the Engineer.

### **39. Asphalt Concrete**

Replace Asphalt Concrete Surfacing:

Submittals:

Asphalt concrete mix design shall be submitted to Mono County Engineer for approval.

Materials:

HMA to be used for replacing asphalt concrete surfacing must be Type A or Type B ¾" HMA polymer modified (preferred) or unmodified. RAP may be used in the mix design. The grade of asphalt binder shall be PG 64-28.

Tack coat must comply with section 39-2.01B(10) of the CT Standard Specifications.

Construction:

Where replace asphalt concrete surfacing is shown, remove the full depth of the existing asphalt concrete surfacing and replace with HMA.

Replace asphalt concrete in a lane before the lane is specified to be opened to traffic.

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to full depth of the existing asphalt concrete. Do not damage asphalt concrete and base remaining in place. The Engineer determines the exact limits of asphalt concrete surfacing to be replaced.

Before placing HMA, apply a tack coat as specified in section 39-2.01C(3)(f).

Place HMA using method compaction as specified in section 39-2.01C(2)(c).

Payment:

The payment quantity for 3-INCH HOT MIX ASPHALT (AC REPAIR AREAS) 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. Time, date, mix number, load number, and truck identification must be provided on each load ticket.

## **82. SIGNS AND MARKERS**

General:

Signs and markers must comply with the *California MUTCD*, *California Sign Specifications*, *California Standard Specifications* (2015), Section 82, and the FHWA publication *Standard Highway Signs and Markings*.

Submittals:

Submit a manufacturer's specification sheet showing the proposed sign meets CA requirements and/or a certificate of compliance as applicable for:

1. Aluminum sheeting
2. Retroreflective sheeting
3. Screened-process colors
4. Nonreflective, opaque, black film
5. Protective-overlay film
6. Concrete mix design

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.

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.

All metal parts for mounting a roadside sign (post, hardware, etc.) shall be galvanized.

Portland cement concrete shall be type II/V, 2500 psi minimum compressive strength.

Payment:

The price paid for STEEL POST STREET SIGN shall be per EACH (EA) sign installed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed

by the Engineer.

## **84. Markings**

### General:

This work shall consist of application of painted pavement striping and markings including applying paint and glass beads. Equipment, mixing, surface preparation, application, and tolerances for furnishing and applying traffic striping and pavement markings shall conform to Section 84, "Markings" of the CT Specifications and these Technical Specifications.

### Submittals:

Submit manufacturers specification sheet for approval prior to the start of work. Submit a certificate of compliance for all Paint Materials including glass beads prior to placement. Certificate of compliance shall include product name, lot or batch number, and manufacturer date.

### Materials:

Paint type shall be Waterborne traffic line (State Specification PTWB-01R2, or as approved by the Engineer) in accordance with Section 84 of the CT Specifications and shall be applied in two (2) coats.

Traffic stripes and pavement markings must be retroreflective. Within 30 days of applying traffic stripes and pavement markings, the retroreflectivity of the stripes and markings must be a minimum of  $250 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$  for white and  $125 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$  for yellow when measured under ASTM E1710.

Glass Beads shall be per CT Specifications Section 84 and applied in each coat of paint.

### Construction:

A completed traffic stripe must:

1. Have clean, well-defined edges without running or deformation
2. Be uniform
3. Be straight on a tangent alignment and on a true arc on a curved alignment

The width of a completed traffic stripe must not deviate from the width shown by more than 1/4 inch on a tangent alignment and 1/2 inch on a curved alignment.

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of each section of broken traffic stripe so that a normal striping machine can repeat the pattern and superimpose successive coats on the applied traffic stripe.

A completed pavement marking must have well-defined edges without running or deformation.

Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry.

Apply a traffic stripe or a pavement marking only to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

Use mechanical wire brushing to remove dirt, contaminants, and loose material from the pavement surface that is to receive the traffic stripe or pavement marking.

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

For a new surface, except for the black stripe between the 2 yellow stripes of a double traffic stripe, apply traffic stripes and pavement markings in 2 coats. The 1st coat of paint must be dry before applying the 2nd coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 4-inch-wide yellow stripes of a double traffic stripe.

If the two 4-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

Apply each coat of paint for any traffic stripe in 1 pass of the striping machine, including the glass beads, regardless of the number, width, and pattern of the individual stripes.

At least 48 hours shall elapse between asphalt paving and/or application of a bituminous seal coat and permanent pavement marking. Traffic Stripes and Pavement Marking Paint shall be applied in conformance with CT Specifications Section 84.

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

- Centerline shall be constructed in conformance with CT Standard Plan A20A – Detail 5, Detail 18, and Detail 21.
- Right Edgeline shall be constructed in conformance with CT Standard Plan A20B – Detail 27B.
- “STOP” marking shall be constructed in conformance with the Pavement Marking Words on CT Standard Plan A24D – STOP.
- Stop Bar shall be constructed in conformance with CT Standard Plan A24E. – LIMIT LINE (STOP LINE)
- “STOP AHEAD” marking shall be constructed in conformance with CT Standard Plan A24D – STOP, AHEAD.

Apply Glass Beads to paint per CT Specifications Section 84.

#### Inspection:

Contractor shall work with engineer to verify existing traffic striping and pavement marking locations prior to application of pavement treatment, so that final traffic striping and pavement markings can be made to match the existing striping locations.

Any markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

#### Payment:

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Payment quantity of CENTERLINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of RIGHT EDGELINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of STOP BAR (Paint) will be measured by EACH (EA) installed by location.

Payment quantity of "STOP" (Paint) marking will be measured by EACH (EA) installed by location.

Payment quantity of "STOP AHEAD" (Paint) marking will be measured by EACH (EA) installed by location.



**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](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
	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	Excavation bottom, compacted lift or subgrade
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 D6938 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 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	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**

### **MONO COUNTY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT**

**PROJECT NO. 9304-9305**

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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**Departments: Finance; County Counsel**

**TIME REQUIRED**

**SUBJECT** Ordinance Amending Mono County  
Code Chapter 3.30, Cannabis  
Business Tax

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Ordinance amending Mono County Code Chapter 3.30, Cannabis Business Tax, to provide for a once-annual payment (4th quarter – due January 31st each year) for cultivators. There is no change to the amount of the tax, which was approved by the Voters.

**RECOMMENDED ACTION:**

Adopt proposed ordinance ORD 19-05, Amending Mono County Code Chapter 3.30, Cannabis Business Tax, to provide for a once-annual payment (4th quarter – due January 31st each year) for cultivators.

**FISCAL IMPACT:**

Switching from quarterly tax filings to annually likely complicates the square footage calculation, risks miscalculations in the amount of tax, and increases the cost of tax administration. Deferring payment may increase collectability offset by an increase in the cost of tax administration by adding an additional tax collection process.

**CONTACT NAME:** Janet Dutcher

**PHONE/EMAIL:** 932-5494 / jdutcher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Ordinance</a>

History

Time

Who

Approval

7/5/2019 3:01 PM	County Administrative Office	Yes
7/5/2019 1:29 PM	County Counsel	Yes
7/5/2019 9:36 AM	Finance	Yes



1  
2  
3  
4  
5  
6 **ORDINANCE NO. 19-05**  
7 **AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS**  
8 **AMENDING CHAPTER 3.30 OF THE MONO COUNTY CODE**  
9 **(CANNABIS BUSINESS TAX) TO PROVIDE FOR A**  
10 **ONCE-ANNUAL PAYMENT FOR CULTIVATION TAX**

11 **WHEREAS**, on March 9, 2018, the Mono County Board of Supervisors adopted  
12 Ordinance No. 18-02 adding Chapter 3.30 (Cannabis Business Tax) to Title 3 of the Mono  
13 County Code subject to voter approval and enactment pursuant to Elections Code section 9104  
14 and Article XIIC of the California Constitution; and

15 **WHEREAS**, Voters approved Measure D and Ordinance No. 18-02 became effective on  
16 July 1, 2018; and

17 **WHEREAS**, on May 14, 2019, the Board directed staff to amend Chapter 3.30 to  
18 provide for a once-annual payment (4<sup>th</sup> quarter – due January 31<sup>st</sup> each year) for cultivators; and

19 **WHEREAS**, no change is made to the tax amount, which was approved by the Voters.

20 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
21 **MONO FINDS AND ORDAINS THAT:**

22 **SECTION ONE:** Chapter 3.30 of the Mono County Code is amended to read as  
23 follows:

24 **CHAPTER 3.30**

25 **CANNABIS BUSINESS TAX**

26 **Sections:**

- 27 3.30.010 Title.  
28 3.30.020 Authority and Purpose.  
29 3.30.030 Intent.  
30 3.30.040 Definitions.  
31 3.30.050 Tax imposed.  
32 3.30.060 Reporting and remittance of tax.  
3.30.070 Payments and communications –timely remittance.  
3.30.080 Payment – when taxes deemed delinquent.  
3.30.090 Notice not required by County.

- 1 3.30.100 Penalties and interest.
- 2 3.30.110 Refunds and credits.
- 3 3.30.120 Refunds and procedures.
- 4 3.30.130 Personal cultivation not taxed.
- 5 3.30.140 Administration of the tax.
- 6 3.30.150 Appeal procedure.
- 7 3.30.160 Enforcement –action to collect.
- 8 3.30.170 Apportionment.
- 9 3.30.180 Constitutionality and legality.
- 10 3.30.190 Audit and examination of premises and records.
- 11 3.30.200 Other licenses, permits, taxes or charges.
- 12 3.30.210 Payment of tax does not authorize unlawful business.
- 13 3.30.220 Deficiency determinations.
- 14 3.30.230 Failure to report – nonpayment, fraud.
- 15 3.30.240 Tax assessment –notice requirements.
- 16 3.30.250 Tax assessment – hearing, application, and determination.
- 17 3.30.260 Relief from taxes-disaster relief.
- 18 3.30.270 Conviction for violation – taxes not waived.
- 19 3.30.280 Violation deemed misdemeanor.
- 20 3.30.290 Severability.
- 21 3.30.300 Remedies cumulative.
- 22 3.30.310 Amendment or repeal.

23 **3.30.010 Title.**

24 This ordinance shall be known as the Cannabis Business Tax Ordinance.

25 **3.30.020 Authority and Purpose.**

26 The purpose of this Ordinance is to adopt a tax, for revenue purposes, pursuant to  
27 Sections 37101 and 37100.5 of the California Government Code, upon Cannabis Businesses that  
28 engage in business in the County. The Cannabis Business Tax is levied based upon business  
29 gross receipts and square footage of plant canopy. It is not a sales and use tax, a tax upon  
30 income, or a tax upon real property.

31 The Cannabis Business Tax is a general tax enacted solely for general governmental  
32 purposes of the County and not for specific purposes. All of the proceeds from the tax imposed  
33 by this Chapter shall be placed in the County's general fund and be available for any legal  
34 County purpose.

35 **3.30.030 Intent.**

36 The intent of this Ordinance is to levy a tax on all Cannabis Businesses that operate in the  
37 County, regardless of whether such business would have been legal at the time this Ordinance  
38 was adopted. Nothing in this Ordinance shall be interpreted to authorize or permit any business

1 activity that would not otherwise be legal or permissible under laws applicable to the activity at  
2 the time the activity is undertaken.

3 **3.30.040 Definitions.**

4 The following words and phrases shall have the meanings set forth below when used in  
5 this Chapter:

6  
7 A. "Business" shall include all activities engaged in or caused to be engaged in  
8 within the unincorporated area of the County, including any commercial or industrial enterprise,  
9 trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain  
or profit, but shall not include the services rendered by an employee to his or her employer.

10 B. "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis*  
11 *indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude  
12 or purified, extracted from any part of the plant; and every compound, manufacture, salt,  
13 derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the  
14 separated resin, whether crude or purified, obtained from cannabis. "Cannabis" also means  
15 marijuana as defined by Section 11018 of the California Health and Safety Code and is not  
limited to medical cannabis.

16 C. "Cannabis product" means raw cannabis that has undergone a process whereby  
17 the raw agricultural product has been transformed into a concentrate, an edible product, or a  
18 topical product. "Cannabis product" also means marijuana products as defined by Section  
11018.1 of the California Health and Safety Code and is not limited to medical cannabis products.

19 D. "Canopy" means all areas occupied by any portion of a cannabis plant whether  
20 contiguous or noncontiguous on any one site. When plants occupy multiple horizontal planes (as  
21 when plants are placed on shelving above other plants) each plane shall be counted as a separate  
22 canopy area.

23 E. "Cannabis business" means any business activity involving cannabis, including  
24 but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting,  
25 processing, preparing, storing, packaging, delivering, testing, dispensing, retailing and  
26 wholesaling of cannabis, of cannabis products or of ancillary products and accessories, whether  
or not carried on for gain or profit.

27 F. "Cannabis business tax" or "business tax," means the tax due pursuant to this  
28 Chapter for engaging in cannabis business in the unincorporated area of the County.

29 G. "Commercial cannabis cultivation" means cultivation in the course of conducting  
30 a cannabis business.

31 H. "County permit" means a permit issued by the County to a person to authorize  
32 that person to operate or engage in a cannabis business.



1  
2 I. “Cultivation” means any activity involving the planting, growing, harvesting,  
3 drying, curing, grading, or trimming of cannabis and includes, but is not limited to, the operation  
4 of a nursery.

5 J. “Employee” means each and every person engaged in the operation or conduct of  
6 any business, whether as owner, member of the owner's family, partner, associate, agent,  
7 manager or solicitor, and each and every other person employed or working in such business for  
8 a wage, salary, commission, barter or any other form of compensation.

9 K. “Engaged in business as a cannabis business” means the commencing, conducting,  
10 operating, managing or carrying on of a cannabis business, whether done as owner, or by means  
11 of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in  
12 the unincorporated area of the County or coming into the unincorporated area of the County from  
13 an outside location to engage in such activities. A person shall be deemed engaged in business  
14 within the unincorporated area of the County if:

15 1. Such person or person’s employee maintains a fixed place of business  
16 within the unincorporated area of the County for the benefit or partial benefit of such  
17 person;

18 2. Such person or person’s employee owns or leases real property within the  
19 unincorporated area of the County for business purposes;

20 3. Such person or person’s employee regularly maintains a stock of tangible  
21 personal property in the unincorporated area of the County for sale in the ordinary course  
22 of business;

23 4. Such person or person’s employee regularly conducts solicitation of  
24 business within the unincorporated area of the County; or

25 5. Such person or person’s employee performs work or renders services in  
26 the unincorporated area of the County.

27 The foregoing specified activities shall not be a limitation on the meaning of “engaged in  
28 business.”

29 L. “Evidence of doing business” means evidence such as, without limitation, use of  
30 signs, circulars, cards or any other advertising media, including the use of internet or telephone  
31 solicitation, or representation to a government agency or to the public that such person is  
32 engaged in a cannabis business in the unincorporated area of the County.

M. “Fiscal year” means July 1 through June 30 of the following calendar year.

1 N. "Gross Receipts," except as otherwise specifically provided, means, whether  
2 designated a sales price, royalty, rent, commission, dividend, or other designation, the total  
3 amount (including all receipts, cash, credits and property of any kind or nature) received or  
4 payable for sales of goods, wares or merchandise or for the performance of any act or service of  
5 any nature for which a charge is made or credit allowed (whether such service, act or  
6 employment is done as part of or in connection with the sale of goods, wares, merchandise or  
7 not), without any deduction therefrom on account of the cost of the property sold, the cost of  
8 materials used, labor or service costs, interest paid or payable, losses or any other expense  
9 whatsoever. However, the following shall be excluded from Gross Receipts:

10 1. Cash discounts where allowed and taken on sales;

11 2. Any tax required by law to be included in or added to the purchase price  
12 and collected from the consumer or purchaser;

13 3. Such part of the sale price of any property returned by purchasers to the  
14 seller as refunded by the seller by way of cash or credit allowances or return of  
15 refundable deposits previously included in gross receipts;

16 4. Receipts derived from the occasional sale of used, obsolete or surplus  
17 trade fixtures, machinery or other equipment used by the taxpayer in the regular course of  
18 the taxpayer's business;

19 5. Cash value of sales, trades or transactions between departments or units of  
20 the same business;

21 6. Whenever there are included within the gross receipts amounts which  
22 reflect sales for which credit is extended and such amount proved uncollectible in a  
23 subsequent year, those amounts may be excluded from the gross receipts in the year they  
24 prove to be uncollectible; provided, however, if the whole or portion of such amounts  
25 excluded as uncollectible are subsequently collected they shall be included in the amount  
26 of gross receipts for the period when they are recovered;

27 7. Receipts of refundable deposits, except that such deposits when forfeited  
28 and taken into income of the business shall not be excluded when in excess of one dollar;

29 8. Amounts collected for others where the business is acting as an agent or  
30 trustee and to the extent that such amounts are paid to those for whom collected. These  
31 agents or trustees must provide the finance department with the names and the addresses  
32 of the others and the amounts paid to them. This exclusion shall not apply to any fees,  
percentages, or other payments retained by the agent or trustees.

O. "Lighting" means a source of light that is primarily used for promoting the  
biological process of plant growth. Lighting does not include sources of light that primarily exist

1 for the safety or convenience of staff or visitors to the facility, such as emergency lighting,  
2 walkway lighting, or light admitted via small skylights, windows or ventilation openings.

3 P. "Nursery" means a facility or part of a facility that is used only for producing  
4 clones, immature plants, seeds, and other agricultural products used specifically for the planting,  
5 propagation, and cultivation of cannabis.

6 Q. "Person" means an individual, firm, partnership, joint venture, association,  
7 corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any  
8 other group or combination acting as a unit, whether organized as a nonprofit or for-profit entity,  
and includes the plural as well as the singular number.

9 R. "Sale" means and includes any sale, exchange, or barter.

10 S. "State" means the State of California.

11 T. "State license," "license," or "registration" means a state license issued pursuant  
12 to California Business & Professions Code Sections 19300, *et seq.* or other applicable state law.

13 U. "Tax Administrator" means the Finance Director of the County of Mono or his or  
14 her designee.

15 V. "Testing Laboratory" means a cannabis business that (i) offers or performs tests  
16 of cannabis or cannabis products, (ii) offers no service other than such tests, (iii) sells no  
17 products, excepting only testing supplies and materials, (iv) is accredited by an accrediting body  
18 that is independent from all other persons involved in the cannabis industry in the state and (v) is  
19 registered with the State Department of Public Health.

20  
21 **3.30.050 Tax imposed.**

22 A. Beginning July 1, 2018, there is imposed upon each person who is engaged in  
23 business as a cannabis business a cannabis business tax regardless if the business has been issued  
24 a permit to operate lawfully in the unincorporated area of the County or is operating unlawfully.

25 B. The initial rate of the cannabis business tax shall be as follows:

26 1. For every person who is engaged in commercial cannabis cultivation in the  
27 unincorporated area of the County:

28 a. Two dollars (\$2.00) annually per square foot of canopy space in a facility  
29 that uses exclusively artificial lighting.

30 b. One dollar and fifty cents (\$1.50) annually per square foot of canopy  
31 space in a facility that uses a combination of natural and supplemental  
32 artificial lighting.

- c. Fifty cents (\$.50) annually per square foot of canopy space in a facility that uses no artificial lighting.
- d. Fifty cents (\$.50) annually per square foot of canopy space for any nursery.

For purposes of this subdivision (B), the square feet of canopy space for a business shall be rebuttably presumed to be the maximum square footage of canopy allowed by the business's County permit for commercial cannabis cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis cultivation allowed by the state license type. Should a County permit be issued to a business which cultivates only for certain months of the year, the County shall prorate the tax as to sufficiently reflect the period in which cultivation is occurring at the business. In no case shall canopy square footage which is authorized by the County commercial cannabis permit but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation, unless the Tax Administrator is informed in writing and authorizes such reduction for the purpose of relief from the tax prior to the period for which the space will not be used, that such space will not be used.

- 2. For every person who engages in the operation of a testing laboratory: one percent (1%) of gross receipts.
- 3. For every person who engages in the retail sales of cannabis as a retailer (dispensary) or non-store front retailer (delivery) or microbusiness (retail sales): Four percent (4%) of gross receipts.
- 4. For every person who engages in a cannabis distribution business: two percent (2%) of gross receipts.
- 5. For every person who engages in a cannabis manufacturing, processing, or microbusiness (non-retail), or any other type of cannabis business not described in Section (B) (1), (2), (3) or (4): Two and half percent (2.5%) of gross receipts.

C. The County Board of Supervisors may, by resolution or ordinance, adjust the rate of the cannabis business tax. However, in no event may the County Board of Supervisors set any adjusted rate that exceeds the maximum rate calculated pursuant to Subdivision (D) of this Section for the date on which the adjusted rate will commence.

D. The maximum rate shall be calculated as follows:

- 1. For every person who is engaged in commercial cannabis cultivation in the unincorporated area of the County:

- 1
- 2 a. Through June 30, 2021, the maximum rate shall be:
- 3 i. Three dollars (\$3.00) annually per square foot of canopy space in a
- 4 facility that uses exclusively artificial lighting.
- 5 ii. Two dollars and fifty cents (\$2.50) annually per square foot of
- 6 canopy space in a facility that uses a combination of natural and
- 7 supplemental artificial lighting.
- 8 iii. One dollar and fifty cents (\$1.50) annually per square foot of
- 9 canopy space in a facility that uses no artificial lighting.
- 10 iv. One dollar (\$1.00) annually per square foot of canopy space for
- 11 any nursery.
- 12 b. On July 1, 2021 and on each July 1 thereafter, the maximum annual tax
- 13 rate per square foot of each type of canopy space shall increase by the
- 14 percentage change between January of the calendar year prior to such
- 15 increase and January of the calendar year of the increase in the Consumer
- 16 Price Index (“CPI”) for all urban consumers in the Western Region as
- 17 published by the United States Government Bureau of Labor Statistics.
- 18 However, no CPI adjustment resulting in a decrease of any tax imposed by
- 19 this subsection shall be made nor shall the total amount of the tax exceed
- 20 the maximum rates set forth in this Subsection (D).
- 21
- 22 2. For every person who engages in the operation of a testing laboratory, the
- 23 maximum tax rate shall not exceed two and a half percent (2.5%) of gross
- 24 receipts.
- 25
- 26 3. For every person who engages in the retail sales of cannabis as a retailer
- 27 (dispensary) or non-store front retailer (delivery business), or microbusiness
- 28 (retail sales activity) the maximum tax rate shall not exceed eight percent
- 29 (8%) of gross receipts.
- 30
- 31 4. For every person who engages in a cannabis distribution business, the
- 32 maximum tax rate shall not exceed four percent (4%) of gross receipts.
5. For every person who engages in a cannabis manufacturing, processing, or
- microbusiness (non-retail activity) or any other type of cannabis business not
- described in Section (D) (1), (2), (3) or (4), the maximum tax rate shall not
- exceed four percent (4%) of gross receipts.

**3.30.060 Reporting and remittance of tax.**

1 A. The cannabis business tax imposed by this Chapter shall be paid, in arrears, on a  
2 quarterly basis, except in the case of commercial cannabis cultivation, which taxes shall likewise  
3 be calculated and reported on a quarterly basis, but paid on an annual basis, due January 31<sup>st</sup> of  
4 each year. For commercial cannabis cultivation, the tax due for each calendar quarter shall be  
5 based on the square footage of the business's canopy space during the quarter and the rate shall  
6 be 25% of the applicable annual rate. For all other cannabis businesses activities, the tax due for  
7 each calendar quarter shall be based on the gross receipts for the quarter.

8 B. Each person owing cannabis business tax for a calendar quarter, including  
9 commercial cannabis cultivation tax, shall no later than the last day of the month following the  
10 close of the calendar quarter, file with the tax administrator a statement of the tax owed for that  
11 calendar quarter and the basis for calculating that tax. The Tax Administrator may require that  
12 the statement be submitted on a form prescribed by the Tax Administrator. The tax for each  
13 calendar quarter shall be due and payable on that same date as the statement for the calendar  
14 quarter is due except for in the case of commercial cannabis cultivation tax, which tax owed for  
15 the four preceding quarters shall not be due and payable until January 31<sup>st</sup> of each year.

16 C. Upon cessation of a cannabis business, tax statements and payments shall be  
17 immediately due for all calendar quarters up to the calendar quarter during which cessation  
18 occurred.

19 D. The Tax Administrator may, at his or her discretion, establish shorter report and  
20 payment periods for any taxpayer as the Tax Administrator deems necessary to ensure collection  
21 of the tax. The Tax Administrator may also require that a deposit, to be applied against the taxes  
22 for a calendar quarter, be made by a taxpayer at the beginning of that calendar quarter. In no  
23 event shall the deposit required by the Tax Administrator exceed the tax amount he or she  
24 projects will be owed by the taxpayer for the calendar quarter. The Tax Administrator may  
25 require that a taxpayer make payments via a cashier's check, money order, wire transfer, or  
26 similar instrument.

27 E. For purposes of this section, the square feet of canopy space for a business shall  
28 be rebuttably presumed to be no less than the maximum square footage of canopy allowed by the  
29 business's County permit for commercial cannabis cultivation, or, in the absence of a County  
30 permit, the square footage shall be the maximum square footage of canopy for commercial  
31 cannabis cultivation allowed by the state license type. In no case shall canopy square footage  
32 which is authorized by the permit or license but not utilized for cultivation be excluded from  
taxation unless the Tax Administrator is informed in writing, prior to the period for which the  
space will not be used, that such space will not be used.

**3.30.070 Payments and communications – timely remittance.**

Whenever any payment, statement, report, request or other communication is due, it must  
be received by the Tax Administrator on or before the final due date. A postmark will not be  
accepted as timely remittance. If the due date would fall on a Saturday, Sunday or a holiday, the  
due date shall be the next regular business day on which the County is open to the public.

1                           **3.30.080           Payment - when taxes deemed delinquent.**

2                           Unless otherwise specifically provided under other provisions of this  
3 Chapter, the taxes required to be paid pursuant to this Chapter shall be deemed delinquent if not  
4 received by the Tax Administrator on or before the due date as specified in Sections 3.30.060  
5 and 3.30.070.

6                           **3.30.090           Notice not required by the County.**

7                           The County may as a courtesy send a tax notice to the business. However,  
8 the Tax Administrator is not required to send a notice of assessment pursuant to Section 3.30.240,  
9 a notice of delinquency pursuant to Section 3.30.220, or any other tax notice or bill to any person  
10 subject to the provisions of this Chapter. Failure to send any tax notice or bill shall not affect the  
11 validity of any tax or penalty due under the provisions of this Chapter.

12                           **3.30.100           Penalties and interest.**

13                           A.     Any person who fails or refuses to pay any cannabis business tax required to be  
14 paid pursuant to this Chapter on or before the due date shall pay penalties and interest as follows:

15                                 1.     A penalty equal to ten percent (10%) of the amount of the tax, in addition  
16 to the amount of the tax, plus interest on the unpaid tax calculated from the due date of  
17 the tax at the rate of one percent (1.0%) per month.

18                                 2.     If the tax remains unpaid for a period exceeding one calendar month  
19 beyond the due date, an additional penalty equal to twenty-five percent (25%) of the  
20 amount of the tax, plus interest at the rate of one percent (1.0%) per month on the unpaid  
21 tax and on the unpaid penalties.

22                                 3.     Interest shall be applied at the rate of one percent (1.0%) per month on the  
23 first day of the month for the full month and will continue to accrue monthly on the tax  
24 and penalty until the balance is paid in full.

25                           B.     Whenever a check or electronic payment is submitted in payment of a cannabis  
26 business tax and the payment is subsequently returned unpaid by the bank for any reason, the  
27 taxpayer will be liable for the tax amount due plus any fees, penalties and interest as provided for  
28 in this Section, and any other amount allowed under state law.

29                           **3.30.110           Refunds and credits.**

30                                 A.     No refund shall be made of any tax collected pursuant to this  
31 Chapter, except as provided in Section 3.30.120.

32                                 B.     No refund of any tax collected pursuant to this Chapter shall be  
made because of the discontinuation, dissolution, or other termination of a business.

**3.30.120           Refunds and procedures.**

1 A. Whenever the amount of any cannabis business tax, penalty or interest has been  
2 overpaid, paid more than once, or has been erroneously collected or received by the County  
3 under this Chapter, it may be refunded to the claimant who paid the tax provided that a written  
4 claim for refund is filed with the Tax Administrator within one (1) year of the date the tax was  
originally due and payable.

5 B. The Tax Administrator, his or her designee or any other County officer charged  
6 with the administration of this Chapter shall have the right to examine and audit all the books  
7 and business records of the claimant in order to determine the eligibility of the claimant to the  
8 claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such  
9 examination of claimant's books and business records after request by the Tax Administrator to  
do so.

10 C. In the event that the cannabis business tax was erroneously paid, and the error is  
11 attributable to the County, the County shall refund the amount of tax erroneously paid up to one  
12 (1) year from when the error was identified.

13 **3.30.130 Personal Cultivation Not Taxed.**

14 The provisions of this Chapter shall not apply to personal cannabis cultivation as defined  
15 in the “Medicinal and Adult Use Cannabis Regulation and Safety Act”. This Chapter shall not  
16 apply to personal use of cannabis that is specifically exempted from state licensing requirements,  
17 that meets the definition of personal use or equivalent terminology under state law, and for which  
18 the individual receives no compensation whatsoever related to that personal use.

19 **3.30.140 Administration of the tax.**

20 A. It shall be the duty of the Tax Administrator to collect the taxes, penalties, fees,  
21 and perform the duties required by this Chapter.

22 B. For purposes of administration and enforcement of this Chapter generally, the Tax  
23 Administrator may from time to time promulgate such administrative interpretations, rules, and  
24 procedures consistent with the purpose, intent, and express terms of this Chapter as he or she  
25 deems necessary to implement or clarify such provisions or aid in enforcement.

26 C. The Tax Administrator may take such administrative actions as needed to  
27 administer the tax, including but not limited to:

- 28 1. Provide to all cannabis business taxpayers forms for the reporting of the tax;
- 29 2. Provide information to any taxpayer concerning the provisions of this Chapter;
- 30 3. Receive and record all taxes remitted to the County as provided in this Chapter;
- 31 4. Maintain records of taxpayer reports and taxes collected pursuant to this Chapter;
- 32



- 1           5.     Assess penalties and interest to taxpayers pursuant to this Chapter;
- 2           6.     Determine amounts owed and enforce collection pursuant to this Chapter.

3  
4           **3.30.150           Appeal procedure.**

5                     Any taxpayer aggrieved by any decision of the Tax Administrator with  
6 respect to the amount of tax, interest, penalties and fees, if any, due under this Chapter may  
7 appeal to the County Board of Supervisors by filing a notice of appeal with the Clerk of the  
8 Board within thirty (30) days of the serving or mailing of the notice of delinquency pursuant to  
9 Section 3.30.220 or notice of assessment pursuant to Section 3.30.240. The Clerk of the Board,  
10 or his or her designee, shall fix a time and place for hearing such appeal, and the Clerk of the  
11 Board, or his or her designee, shall give notice in writing to such operator at the last known place  
12 of address. The finding of the County Board of Supervisors shall be final and conclusive and  
shall be served upon the appellant in the manner prescribed by this Chapter for service of notice.  
Any amount found to be due shall be immediately due and payable upon the service of the notice.

13           **3.30.160           Enforcement - action to collect.**

14                     Any taxes, penalties and/or fees required to be paid under the provisions of this Chapter  
15 shall be deemed a debt owed to the County. Any person owing money to the County under the  
16 provisions of this Chapter shall be liable in an action brought in the name of the County for the  
17 recovery of such debt. The provisions of this Section shall not be deemed a limitation upon the  
18 right of the County to bring any other action including criminal, civil and equitable actions,  
19 based upon the failure to pay the tax, penalties and/or fees imposed by this Chapter or the failure  
to comply with any of the provisions of this Chapter.

20           **3.30.170           Apportionment.**

21                     If a business subject to the tax is operating both within and outside the unincorporated  
22 area of the County, it is the intent of the County to apply the cannabis business tax so that the  
23 measure of the tax fairly reflects the proportion of the taxed activity actually carried on in the  
24 unincorporated area of the County. To the extent federal or state law requires that any tax due  
25 from any taxpayer be apportioned, the taxpayer may indicate said apportionment on his or her  
26 tax return. The Tax Administrator may promulgate administrative procedures for apportionment  
as he or she finds useful or necessary.

27           **3.30.180           Constitutionality and legality.**

28                     This tax is intended to be applied in a manner consistent with the United States and  
29 California Constitutions and state law. None of the tax provided for by this Chapter shall be  
30 applied in a manner that causes an undue burden upon interstate commerce, a violation of the  
31 equal protection or due process clauses of the Constitutions of the United States or the State of  
32 California or a violation of any other provision of the California Constitution or state law. If a  
person believes that the tax, as applied to him or her, is impermissible under applicable law, he

1 or she may request that the Tax Administrator release him or her from the obligation to pay the  
2 impermissible portion of the tax.

3 **3.30.190 Audit and examination of premises and records.**

4  
5 A. For the purpose of ascertaining the amount of cannabis business tax owed or  
6 verifying any representations made by any taxpayer to the County in support of his or her tax  
7 calculation, the Tax Administrator shall have the power to inspect any location where  
8 commercial cannabis cultivation occurs and to audit and examine all books and records  
9 (including, but not limited to bookkeeping records, state and federal income tax returns, and  
10 other records relating to the gross receipts of the business) of persons engaged in cannabis  
11 businesses. In conducting such investigation, the tax administrator shall have the power to  
12 inspect any equipment, such as computers or point of sale machines, that may contain such  
13 records.

14 B. It shall be the duty of every person liable for the collection and payment to the  
15 County of any tax imposed by this Chapter to keep and preserve, for a period of at least four (4)  
16 years, all records as may be necessary to determine the amount of such tax as he or she may have  
17 been liable for the collection of and payment to the County, which records the Tax Administrator  
18 or his/her designee shall have the right to inspect at all reasonable times.

19 **3.30.200 Other licenses, permits, taxes, fees or charges.**

20 A. Nothing contained in this Chapter shall be deemed to repeal, amend, be in lieu of,  
21 replace or in any way affect any requirements for any permit or license required by, under or by  
22 virtue of any provision of any other Chapter of this Code or any other ordinance or resolution of  
23 the County, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax,  
24 fee or other charge imposed, assessed or required by, under or by virtue of any other Chapter of  
25 this code or any other ordinance or resolution of the County. Any references made or contained  
26 in any other Chapter of this code to any licenses, license taxes, fees, or charges, or to any  
27 schedule of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or  
28 schedule of license fees, provided for in other Chapter of this Code.

29 B. The Tax Administrator may revoke or refuse to renew the license required by  
30 Chapter 5.04 of this Code, any other Chapter of this Code or any other ordinance or resolution of  
31 the County for any business that is delinquent in the payment of any tax due pursuant to this  
32 Chapter or that fails to make a deposit required by the tax administrator pursuant to Section  
3.30.060.

33 **3.30.210 Payment of tax does not authorize unlawful business.**

34 A. The payment of a cannabis business tax required by this Chapter,  
35 and its acceptance by the County, shall not entitle any person to carry on any cannabis business

1 unless the person has complied with all of the requirements of this Code and all other applicable  
2 state laws.

3 B. No tax paid under the provisions of this Chapter shall be construed as authorizing  
4 the conduct or continuance of any illegal or unlawful business, or any business in violation of  
5 any local or state law.

6  
7 **3.30.220 Deficiency determinations.**

8 If the Tax Administrator is not satisfied that any statement filed as required under the  
9 provisions of this Chapter is correct, or that the amount of tax is correctly computed, he or she  
10 may compute and determine the amount to be paid and make a deficiency determination upon  
11 the basis of the facts contained in the statement or upon the basis of any information in his or her  
12 possession or that may come into his or her possession within three (3) years of the date the tax  
13 was originally due and payable. One or more deficiency determinations of the amount of tax due  
14 for a period or periods may be made. When a person discontinues engaging in a business, a  
15 deficiency determination may be made at any time within three (3) years thereafter as to any  
16 liability arising from engaging in such business whether or not a deficiency determination is  
17 issued prior to the date the tax would otherwise be due. Whenever a deficiency determination is  
18 made, a notice of deficiency shall be given to the person concerned in the same manner as  
19 notices of assessment are given under Section 3.30.240.

17 **3.30.230 Failure to report—nonpayment, fraud.**

18  
19 A. Under any of the following circumstances, the Tax Administrator may make and  
20 give notice of an assessment of the amount of tax owed by a person under this Chapter at any  
21 time:

- 22 1. If the person has not filed a complete statement required under the  
23 provisions of this Chapter;
- 24 2. If the person has not paid the tax due under the provisions of this Chapter;
- 25 3. If the person has not, after demand by the Tax Administrator, filed a  
26 corrected statement, or furnished to the Tax Administrator adequate substantiation of the  
27 information contained in a statement already filed, or paid any additional amount of tax  
28 due under the provisions of this Chapter; or
- 29 4. If the Tax Administrator determines that the nonpayment of any business  
30 tax due under this Chapter is due to fraud, a penalty of twenty-five percent (25%) of the  
31 amount of the tax shall be added thereto in addition to penalties and interest otherwise  
32 stated in this Chapter and any other penalties allowed by law.

1 B. The notice of assessment shall separately set forth the amount of any tax known  
2 by the Tax Administrator to be due or estimated by the Tax Administrator, after consideration of  
3 all information within the Tax Administrator's knowledge concerning the business and activities  
4 of the person assessed, to be due under each applicable section of this Chapter, and shall include  
5 the amount of any penalties or interest accrued on each amount to the date of the notice of  
6 assessment.

7 **3.30.240 Tax assessment - notice requirements.**

8 The notice of assessment shall be served upon the person either by personal delivery, or  
9 by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the  
10 person at the address of the location of the business or to such other address as he or she shall  
11 register with the Tax Administrator for the purpose of receiving notices provided under this  
12 Chapter; or, should the person have no address registered with the Tax Administrator for such  
13 purpose, then to such person's last known address. For the purposes of this Section, a service by  
14 mail is complete at the time of deposit in the United States mail.

15 **3.30.250 Tax assessment - hearing, application and determination.**

16 Within thirty (30) days after the date of service of the notice of assessment, the person  
17 may apply in writing to the Tax Administrator for a hearing on the assessment. If application for  
18 a hearing before the County is not made within the time herein prescribed, the tax assessed by  
19 the Tax Administrator shall become final and conclusive. Within thirty (30) days of the receipt  
20 of any such application for hearing, the Tax Administrator shall cause the matter to be set for  
21 hearing before him or her no later than thirty (30) days after the receipt of the application, unless  
22 a later date is agreed to by the Tax Administrator and the person requesting the hearing. Notice  
23 of such hearing shall be given by the Tax Administrator to the person requesting such hearing  
24 not later than five (5) days prior to such hearing. At such hearing said applicant may appear and  
25 offer evidence why the assessment as made by the Tax Administrator should not be confirmed  
26 and fixed as the tax due. After such hearing the Tax Administrator shall determine and, if  
27 applicable, reassess the proper tax to be charged and shall give written notice to the person in the  
28 manner prescribed in Section 3.30.240 for giving notice of assessment.

29 **3.30.260 Relief from taxes - disaster relief.**

30 A. If a Business is unable to comply with any tax requirement due to a disaster, the  
31 Business may notify the Tax Administrator of this inability to comply and request relief from the  
32 tax requirement;

B. The Tax Administrator, in its sole discretion, may provide written relief from the  
cannabis business tax requirement for Businesses whose operations have been impacted by a  
disaster if such tax liability does not exceed five thousand (\$5,000) dollars. If such tax liability is  
five thousand one (\$5,001) dollars or more than such relief shall only be approved by the County  
Board of Supervisors;

C. Temporary relief from the cannabis tax may be provided for a reasonable amount of time

1 as determined by the Tax Administrator in order to allow the Business time to recover from the  
2 disaster;

3 D. The Tax Administrator may require that certain conditions be followed in order for a  
4 Business to receive temporary relief from the cannabis business tax requirement;

5 E. A Business shall not be subject to an enforcement action for a violation of a cannabis  
6 business requirement in which the licensee has received temporary relief from the tax  
7 administrator;

8 F. For purposes of this section, “disaster” means fire, flood, storm, tidal wave, earthquake,  
9 or similar public calamity, whether or not resulting from natural causes.

10 G. The Business shall notify the Tax Administrator in writing of its request for temporary  
11 relief from imposition of the tax requirement pursuant to subsection (A) of this Section. The  
12 request shall clearly indicate why relief is requested, the time period for which the relief is  
13 requested, a description of the disaster justifying relief, and the reasons relief is needed for the  
14 specified amount of time;

15 H. The Business will grant the Tax Administrator access to the location  
16 where the Business has been impacted due to a disaster.

17 **3.30.270 Conviction for violation - taxes not waived.**

18 The conviction and punishment of any person for failure to pay the required tax shall not  
19 excuse or exempt such person from any civil action for the tax debt unpaid at the time of such  
20 conviction. No civil action shall prevent a criminal prosecution for any violation of the  
21 provisions of this Chapter or of any state law requiring the payment of all taxes.

22 **3.30.280 Violation deemed misdemeanor.**

23 Any person violating any of the provisions of this Chapter shall be guilty of a  
24 misdemeanor.

25 **3.30.290 Severability.**

26 If any provision of this Chapter, or its application to any person or circumstance, is  
27 determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void,  
28 that determination shall have no effect on any other provision of this Chapter or the application  
29 of this Chapter to any other person or circumstance and, to that end, the provisions hereof are  
30 severable.

31 **3.30.300 Remedies cumulative.**

32 All remedies and penalties prescribed by this Chapter or which are available under any  
other provision of the Mono County Code and any other provision of law or equity are

1 cumulative. The use of one or more remedies by the County shall not bar the use of any other  
2 remedy for the purpose of enforcing the provisions of this Chapter.

3 **3.30.310 Amendment or repeal.**

4 This Chapter may be repealed or amended by the County Board of Supervisors without a  
5 vote of the people to the extent allowed by law. However, as required by Article XIII C of the  
6 California Constitution, voter approval is required for any amendment that would increase the  
7 rate of any tax levied pursuant to this Chapter. The people of the County of Mono affirm that the  
8 following actions shall not constitute an increase of the rate of a tax:

9 A. The restoration of the rate of the tax to a rate that is no higher than that set by this  
10 Chapter, if the County Board of Supervisors has acted to reduce the rate of the tax;

11 B. An action that interprets or clarifies the methodology of the tax, or any definition  
12 applicable to the tax, so long as interpretation or clarification (even if contrary to some prior  
13 interpretation or clarification) is not inconsistent with the language of this Chapter; or

14 C. The collection of the tax imposed by this Chapter even if the County had, for  
15 some period of time, failed to collect the tax.

16 D. The adjustment of the tax in accordance with the provisions of subdivisions (C)  
17 and (D) of Section 3.30.050.

18 **SECTION 2. STATEMENT OF HOW TAX MAY BE SPENT.** All revenue from the  
19 taxes imposed by Chapter 3.30 of the Mono County Code, including taxes levied on commercial  
20 cannabis cultivation, cannabis testing laboratories, retail cannabis sales, cannabis distribution,  
21 manufacturing, processing, micro-businesses or any other cannabis business, as listed in Mono  
22 County Code Section 3.30.050, shall be spent for unrestricted general revenue purposes.

23 **SECTION 3. SEVERABILITY.** If any section, subsection, sentence, clause or phrase  
24 of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of  
25 the remaining portions of this ordinance. The County Board of Supervisors hereby declares that  
26 it would have passed this ordinance and each section, subsection, sentence, clause and phrase  
27 thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or  
28 phrases be declared invalid.

29 **PASSED, APPROVED and ADOPTED** this 9th day of July, 2019, by the following  
30 vote, to wit:

31 **AYES:**

32 **NOES:**

**ABSENT:**

**ABSTAIN:**

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\_\_\_\_\_  
John Peters, 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** July 9, 2019

**TIME REQUIRED**

**SUBJECT** Inyo County Board of Supervisors  
Letter to WCB in Support of Mono  
County Wildlife Collision  
Improvements

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A letter from the Inyo County Board of Supervisors to the Wildlife Conservation Board (WCB) in support of the Caltrans District 9 application for project funding to develop a wildlife crossing corridor in Mono County.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Letter</a>

**History**

Time	Who	Approval
7/5/2019 12:21 PM	County Administrative Office	Yes
7/5/2019 2:52 PM	County Counsel	Yes
7/5/2019 3:33 PM	Finance	Yes





EL CAMINO SIERRA

## BOARD OF SUPERVISORS COUNTY OF INYO

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

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

CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

July 2, 2019

Wildlife Conservation Board  
c/o CDFW  
P.O. Box 944209  
Sacramento, CA 94244

RE: Caltrans Prop 68 grant submittal regarding Mono County Wildlife Collision Improvements

To Whom It May Concern,

The Inyo County Board of Supervisors supports the California Department of Transportation (Caltrans), District 9 application for project funding through the Wildlife Conservation Board (WCB) – Wildlife Corridor and Fish Passage Program. The proposed project would develop a wildlife crossing corridor with the objective of reducing Wildlife Vehicle Collisions (WVCs) on U.S. Highway 395 and State Route 203 in Mono County, California. This corridor has been identified as a high concentration area for WVCs, primarily involving mule deer, and is considered to be a high priority corridor by the Bureau of Land Management and National Fish and Wildlife Foundation in the California State Action Plan for Mule Deer (USDI S.O. 3362). This project has garnered widespread support and is a collaboration between many State, Federal, local, and non-profit groups and agencies.

Caltrans is requesting \$2 million of the \$5,920,893 total project cost to complete environmental planning documents. We fully support Caltrans' efforts with the WCB to complete necessary planning documents to move forward on the U.S. 395 wildlife overcrossing and undercrossing project.

Areas along these roadways host significant wildlife habitat, supporting significant populations of resident and migratory species, and often play a critical role for migrating mule deer, elk, and bighorn sheep. If awarded, funding will also allow Caltrans and their partners to seek additional State and Federal funding to support completion of subsequent project development phases as well as the implementation phase of this project.

Your agency's support of the Caltrans grant application is greatly appreciated. The Board of Supervisors looks forward to continued efforts to provide safe wildlife crossing corridors on U.S. Highway 395 in the Eastern Sierra and is pleased to continue to work with Caltrans and other partners and agencies on this important public safety issue.

Sincerely,

Rick Pucci, Chairperson  
Inyo County Board of Supervisors

xc: Inyo County Fish and Wildlife Commission  
Mono County Board of Supervisors



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**TIME REQUIRED**

**SUBJECT** SCE Wildfire Mitigation / PSPS Town  
Hall Meeting Mammoth Lakes and  
Reliability Reports

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Southern California Edison (SCE) is holding a community meeting on wildlife safety at Mammoth High School, Multipurpose Room at 365 Sierra Park Rd, Mammoth Lakes, CA. 93546 on July 17, 2019 from 6:30 p.m. to 8:30 p.m. to provide information on their Wildfire Safety Program, including the Public Safety Power Shutoff (PSPS) Protocol. Also attached are the SCE 2019 Circuit Reliability Reports for Mono County Districts 2, 3, and 4.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Invitation and Reports</a>

**History**

Time	Who	Approval
7/5/2019 3:01 PM	County Administrative Office	Yes
7/5/2019 2:52 PM	County Counsel	Yes
7/5/2019 3:33 PM	Finance	Yes

The Honorable Board of Supervisors:

Protecting you and your family from the threat of wildfires is our company's highest priority. Taking important actions to reduce the risk of wildfires has long been a focus for us. Today, we continue to look for ways to enhance our operational practices and strengthen our infrastructure to address the increased threat of wildfires.

As a community member and local elected official, who has a home or business in a high fire risk area, we would like to invite you to join us at a **Community Meeting on Wildfire Safety at Mammoth High School, Multipurpose Room (365 Sierra Park Road, Mammoth Lakes, CA 93456) on July 17, 2019 from 6:30 p.m. - 8:30 p.m.** (see attached customer invitation).

During the meeting, we'll provide information on our Wildfire Safety Program, including our Public Safety Power Shutoff Protocol and other efforts to help keep our customers and communities safe. Naturally, if one of you would like to participate by making opening comments, please let me know. Additionally, I will be reaching out to the Office of Emergency Services, Red Cross and Fire Safe Councils offering booth space at the event.

#### **Public Safety Power Shutoff Protocol**

**When extreme fire conditions—such as high winds—present a clear danger to the public, we may shut off power in high fire risk areas.** De-energizing customers is not something we take lightly. Being without power can be disruptive to you and your family and it is our intention to use this protocol sparingly to manage only the most extreme conditions. We view these Public Safety Power Shutoffs as a last resort, only after a number of other operational practices have been exhausted.

Please feel free to distribute attached flyer...

Thanks!

Cal Rossi  
Gov't Relations Manager  
Southern California Edison

# YOU'RE INVITED



SOUTHERN CALIFORNIA  
**EDISON**<sup>®</sup>

**SCE INVITES YOU TO A COMMUNITY MEETING  
ON SCE'S WILDFIRE SAFETY EFFORTS**

**Wednesday  
July 17, 2019  
6:30 P.M. to 8:30 P.M.**

**Mammoth High School-  
Multipurpose Room**  
365 Sierra Park Rd.  
Mammoth Lakes, CA 93546

## **Agenda**

**6:30 P.M. – 7:00 P.M.**

- Doors Open
- Open House

**7:00 P.M. – 8:30 P.M.**

- Presentation
- Meet with the experts

As the State of California continues to experience a year-round fire season, SCE wants to make sure communities are informed and prepared as we implement our Wildfire Mitigation Plan.

You'll have an opportunity to learn more about the Public Safety Power Shutoff protocol, hear from emergency preparedness experts and update your contact information so you won't miss out on any important SCE emergency notifications.

**UPDATE YOUR CUSTOMER CONTACT INFORMATION SO WE CAN INFORM YOU ABOUT OUTAGES:**

**[sce.com/psps](http://sce.com/psps)**

# Circuit Reliability Review

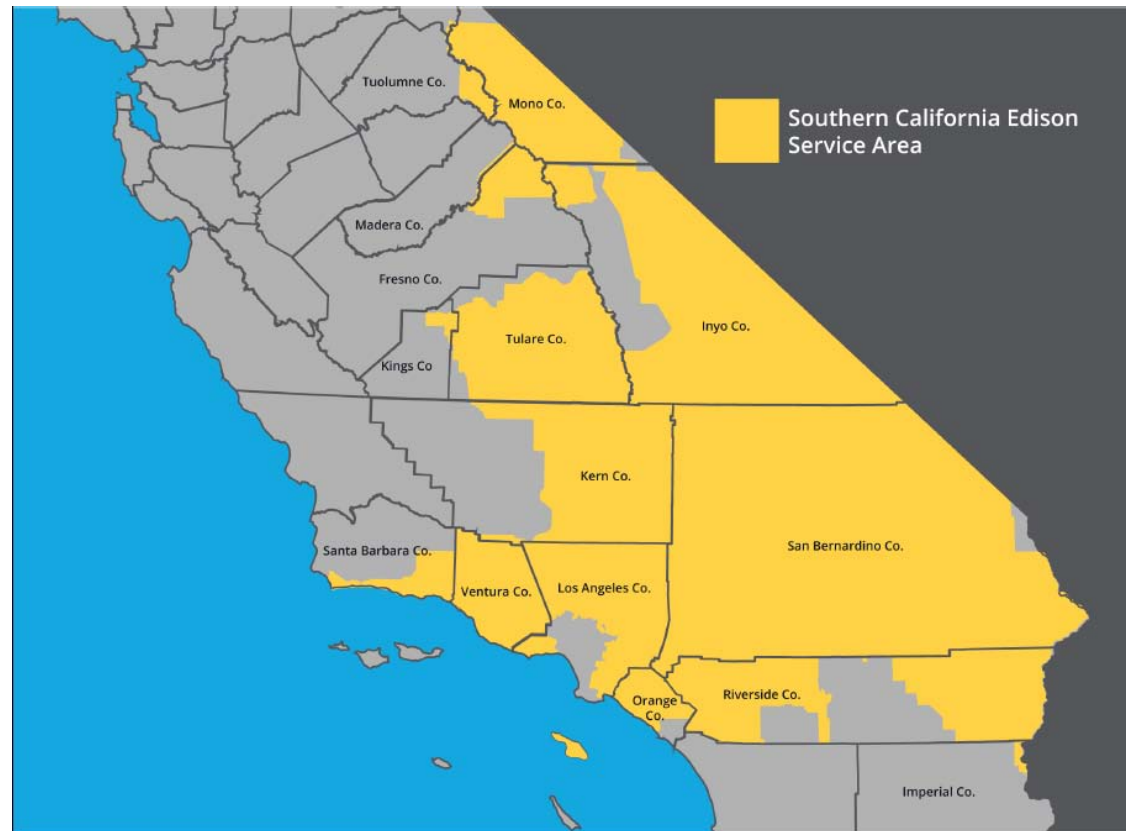
Mono District 2

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2019

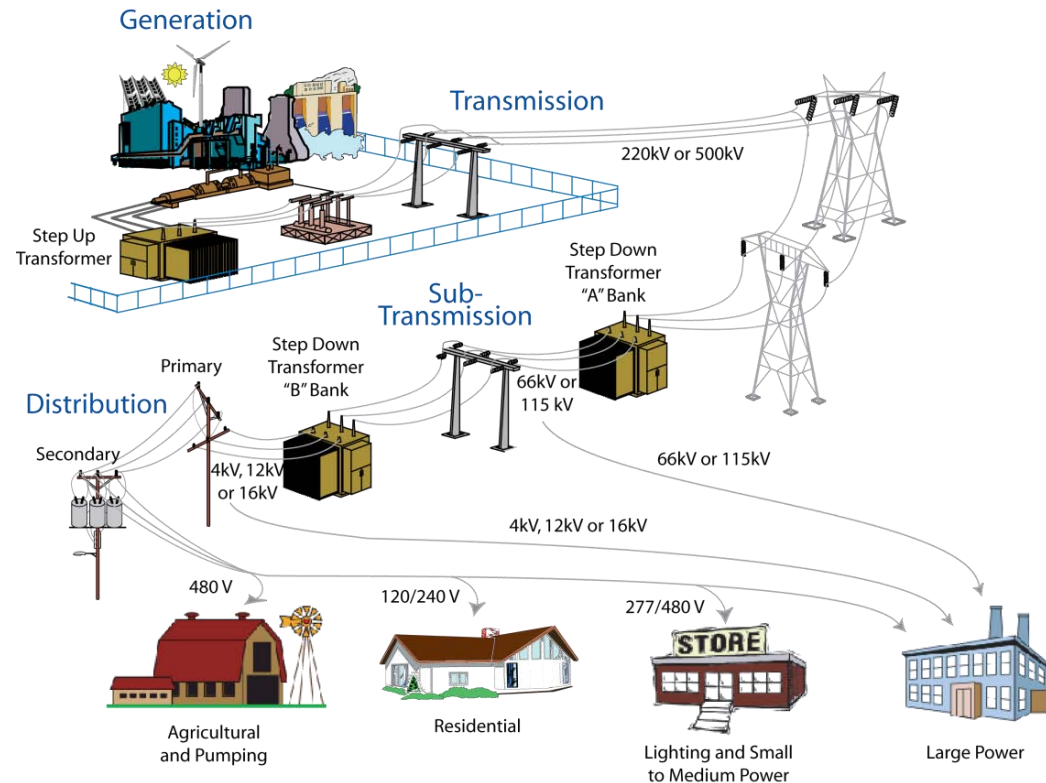
# Who We Are

- Southern California Edison (SCE) is an Edison International company
- One of the nation's largest electric utilities
- More than 130 years of history
- Regulated by the California Public Utilities Commission (CPUC) and the Federal Energy Regulatory Commission (FERC)
- 50,000 square miles of SCE service area across Central, Coastal, and Southern California
- 15 million residents in service territory
- 5 million customer accounts in 445 cities and communities



# Strengthening and Modernizing the Grid

- To deliver power safely, reliably and affordably, we monitor and maintain a vast electricity system.
- We are working on reducing the threat of wildfires and to better integrate clean energy technologies being adopted by customers (including solar and electric vehicles) to meet California's ambitious climate change goals.



50,000 Square Miles

4,600 Circuits

1.5 Million Poles

119,000 Miles of Transmission  
and Distribution Lines

# Building the Grid of the Future

**SCE spends about \$4 billion each year to build infrastructure.**

- Infrastructure reliability – updating underground cables, poles, switches, transformers
- Transmission – connecting renewables, installing new substations, updating lines
- Grid readiness – updating the grid for impacts from new technologies
- Future energy policy – energy storage, electric vehicles, renewables

## Examples of 2018 Capital Investments

250 miles of underground cable replaced

780 miles of overhead conductor replaced for public safety

18,600 Distribution poles replaced

4,100 Transmission poles replaced

116 Underground structure replacements

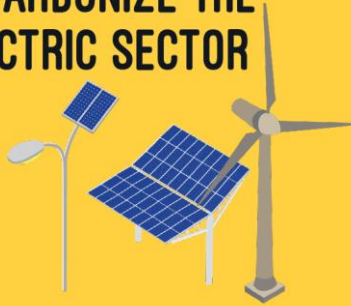
SCE's investments support safe, reliable, affordable, and clean energy for our customers



# Clean Energy: SCE's Clean Power and Electrification Pathway

## A Three Part, Integrated Solution

### DECARBONIZE THE ELECTRIC SECTOR



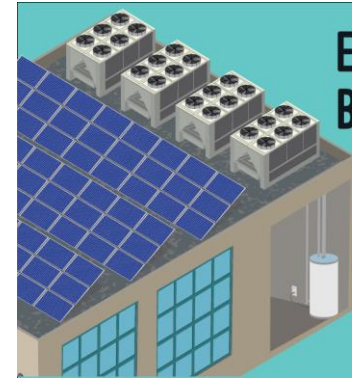
- By 2030, create an electric generation mix powered by as much as **80% carbon-free resources**.
- More **solar, wind, hydropower** and other zero-emission sources, along with **energy storage**.
- Currently at about 45%

### ELECTRIFY THE TRANSPORTATION SECTOR



- Accelerate electrification of the transportation sector
  - By 2030, **electrify 25% of cars and trucks** – about 7 million in total.
  - 15% of medium-duty vehicles electrified
  - 6% of heavy-duty vehicles electrified

### ELECTRIFY BUILDINGS



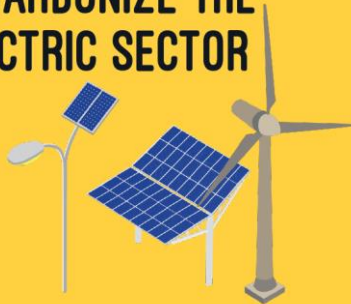
- Doubling of energy efficiency in existing buildings
- By 2030, electrify about **one-third** of space and water heating in buildings.
- Remove barriers to adoption and empower customers who want cleaner space and water heating options.

"SCE is changing... because our customers demand it," Pedro Pizarro, president and CEO of Edison International, SCE's parent company

Working with customers to build a clean energy future

# Clean Energy: Removing Barriers and Empowering Choice

## DECARBONIZE THE ELECTRIC SECTOR



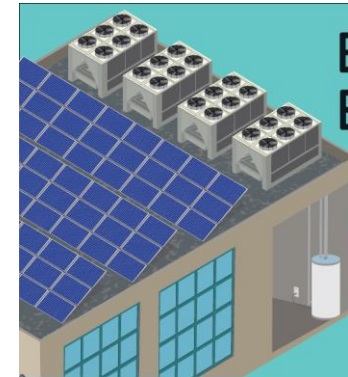
- Information, tools, and resources for customers looking to install solar
- Improved interconnection process for getting solar systems connected sooner
- Self Generation Incentive Program (SGIP) provides rebates for customers who install energy storage
- Green Rate for customers who don't want or can't install solar panels, but want more renewable energy

## ELECTRIFY THE TRANSPORTATION SECTOR



- Clean Fuel Rewards offer \$1,000 rebate toward purchase or lease of electric vehicle (EV)
- If approved, Charge Ready 2 application will provide incentives for 48,000 public charging stations
- Charge Ready Transport provide incentives for commercial fleets to install charging infrastructure
- EV rates to make it more affordable to charge (both residential and commercial)

## ELECTRIFY BUILDINGS



- Portfolio of energy efficiency programs for both residential and commercial
- Pilot with UC and CSU systems to reduce carbon emissions on their campuses
- Partnered with LADWP and SMUD to commission economic study of housing electrification costs and benefits

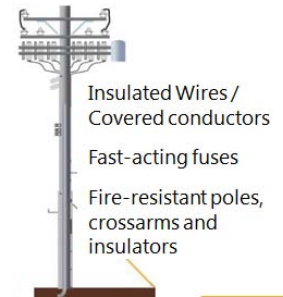
Empowering customers to make clean energy choices that best fit their needs

# Wildfire: SCE's 2019 Wildfire Mitigation Plan (WMP)

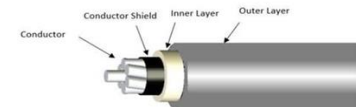
	<u>Mitigations</u>	<u>Activities</u>
<b>Operational</b>	<b>Inspections</b>	<ul style="list-style-type: none"> <li>Enhanced overhead inspections (EOI) on transmission and distribution structures in HFRA</li> <li>Various existing inspections (poles, switches, circuits, relays, etc.)</li> <li>Infrared, Corona scanning and high definition (HD) imagery</li> </ul>
	<b>Public Safety Power Shutoff (PSPS)</b>	<ul style="list-style-type: none"> <li>Effective communications and engagement with emergency services, customers and communities</li> </ul>
	<b>Situational Awareness</b>	<ul style="list-style-type: none"> <li>Weather stations and HD cameras per SCE's Grid Safety &amp; Resiliency Program (GSRP)</li> </ul>
	<b>Vegetation Management</b>	<ul style="list-style-type: none"> <li>Hazard tree removal per GSRP</li> <li>Vegetation removal at poles</li> <li>LiDAR surveying for transmission, supplemental inspections in HFRA</li> </ul>
<b>Infrastructure</b>	<b>Covered Conductor</b>	<ul style="list-style-type: none"> <li>Circuit miles of covered conductor in HFRA</li> </ul>
	<b>Undergrounding</b>	<ul style="list-style-type: none"> <li>Evaluation of targeted undergrounding in HFRA</li> </ul>
	<b>Other Infrastructure Mitigations</b>	<ul style="list-style-type: none"> <li>Various system hardening activities (e.g., composite poles, current limiting fuses (CLFs), remote automatic reclosers (RARs), Fast Curve settings)</li> <li>Studies, evaluations and pilots of alternative technologies</li> </ul>

Note: Filed with the CPUC on February 6, 2019. HFRA = High Risk Fire Area.

## Hardened System



## Covered Conductor



## Weather Stations



## Fire Monitoring Cameras



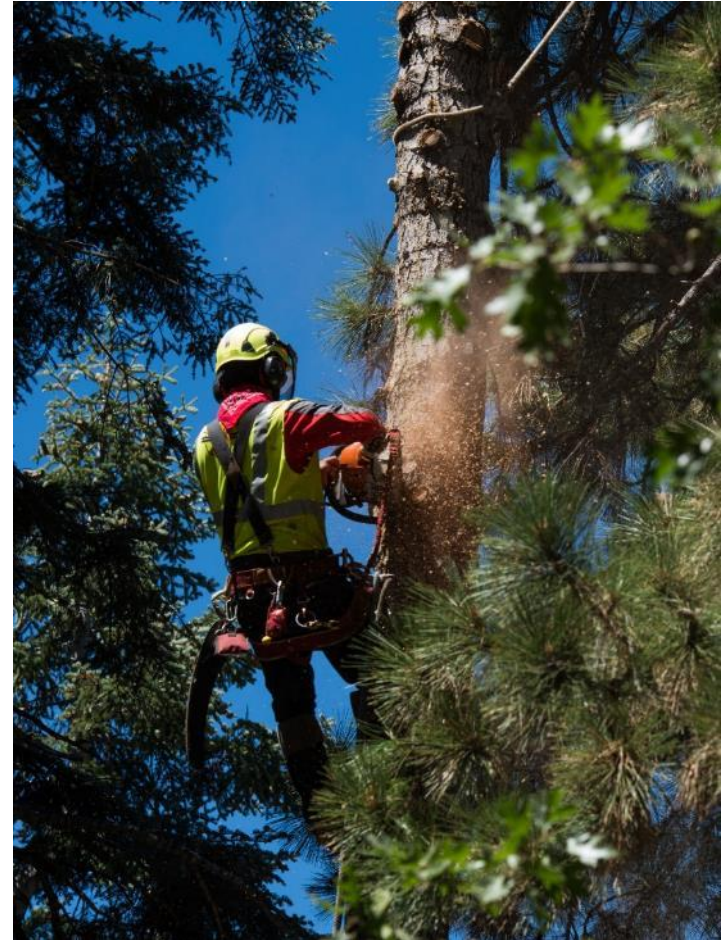
The WMP, required by SB 901 (Dodd, 2018), is part of a larger, ongoing effort and incorporates and builds on the \$582 million GSRP that SCE submitted to the CPUC

# Wildfire: Vegetation Management

- **20+** in-house certified arborists
- **800+** pruning contractors with **60** more crews added June/July 2018
- **≈ 900,000** trees inspected annually
- **≈ 700,000** pruned per year; **400,000** trees in high fire risk areas

## 2019

- Remove dead, dying, diseased trees in HFRA (30,000 forecast for 2019)
- Remove additional 7,500 which pose a fall-in or blow-in risk to SCE electrical facilities in HFRA
- Expand vegetation clearance distance to 12 feet per CPUC recommendation



Dead, dying, diseased and certain other trees present a hazard and are removed to protect electrical facilities and reduce risk of fire.

# Public Safety Power Shutoff (PSPS) Overview

---

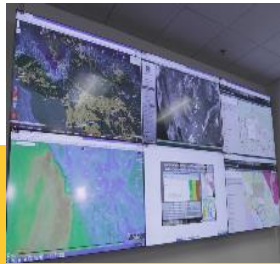
- De-energization to **prevent ignitions** from powerlines
- Used during **elevated fire conditions**
- Red Flag Warning **does not** mean a PSPS will be called
- Actual frequency of PSPS events will depend on various weather and environmental factors
  - Decision will be made with most accurate assessment of real-time information and situational awareness data



# Public Safety Power Shutoff (PSPS) Timeline

## Ideal Timeline\*

4-7 DAYS  
AHEAD



Forecast  
Weather &  
Fire  
Conditions

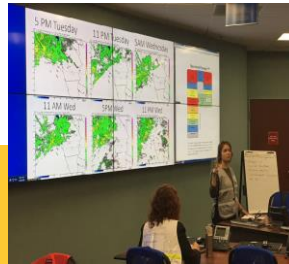
3 DAYS  
AHEAD



SCE Incident  
Management  
Team on Alert

County  
Operational  
Areas informed  
of potential  
activation

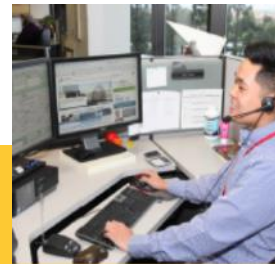
2 DAYS  
AHEAD



SCE Incident  
Management  
Team Activated

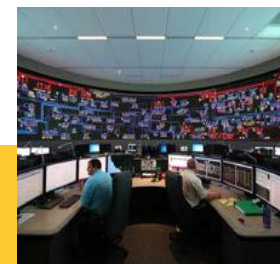
1<sup>st</sup> Notification  
PSPS Possible  
sent to agencies  
and customers

1 DAY  
AHEAD



2<sup>nd</sup>  
Notification  
PSPS  
Possible

POWER  
SHUTOFF



3<sup>rd</sup>  
Notification  
Power Shutoff

POWER  
RESTORATION



4<sup>th</sup>  
Notification  
Power  
Restored  
  
After  
Inspection

**PLANNING AND MONITORING**

**OUTAGE**

\*Erratic or sudden onset of conditions may impact our ability to provide advanced notice to customers.

# Reliability Overview

Energy for What's Ahead<sup>SM</sup>



# What is Reliability?

- In simplest terms:  
*Having dependable electricity when you need it.*
- Outages:
  - Maintenance outages (aka planned outages)
  - Repair outages (aka unplanned outages)
    - Sustained Outage = An outage lasting > **5 minutes**
    - Momentary Outage = An outage lasting  $\leq$  **5 minutes**



**Major Event Day (MED)** : A day in which the daily system SAIDI exceeds a threshold value. For the purposes of calculating daily system SAIDI, any interruption that spans multiple calendar days is accrued to the day on which the interruption began. Statistically, days having a daily system SAIDI greater than a threshold value are days on which the energy delivery system experienced stresses beyond that normally expected (such as severe weather).



# How Do We Measure Reliability?

## SAIDI SAIFI MAIFI CAIDI

**SAIDI** = Total minutes every SCE customer was without power due to sustained outages (CMI) ÷ Total number of customers

“What’s the total time my power service will be unexpectedly interrupted this year?”

System Average Interruption Duration Index

**SAIFI** = Number of sustained customer outages experienced by all SCE customers (CI) ÷ Total number of customers

“How many times will my power service be unexpectedly interrupted this year?”

System Average Interruption Frequency Duration Index

**CAIDI** = System Average Interruption Duration Index (SAIDI) ÷ System Average Interruption Frequency Index (SAIFI)

“How long will it take to restore my power after an unexpected interruption?”

Customer Average Interruption Duration Index

# Cities in the BISHOP District

BENTON PAIUTE TRIBE

BIG PINE

BISHOP

BISHOP PAIUTE TRIBE

BISHOP RESERVATION

BRIDGEPORT PAIUTE INDIAN COLONY

DARWIN

DIXON LANE-MEADOW CREEK

INYO COUNTY

KEELER

MAMMOTH LAKES

MESA

**MONO COUNTY**

ROUND VALLEY

TUOLUMNE DISTRICT 4

WEST BISHOP

WILKERSON

# Reliability by SCE Districts (No Exclusions)

District Name	2014				2015				2016				2017				2018			
	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking
ANTELOPE VALLEY	51.05	35	0.59	34	104.34	22	0.68	30	107.67	24	0.87	29	103.19	23	0.87	27	55.61	33	0.61	31
ARROWHEAD	193.25	5	1.59	5	362.61	4	3.97	1	659.46	3	2.85	5	816.52	2	3.86	3	68.60	29	1.53	5
BARSTOW	201.53	4	1.34	10	187.11	8	1.17	12	134.83	18	1.35	9	357.47	6	2.65	6	116.70	17	1.37	9
BIG CREEK	920.25	1	1.34	11	422.77	2	3.42	2	1062.01	2	4.99	1	4273.52	1	7.95	2	203.43	6	2.48	1
BISHOP	118.79	17	0.59	35	298.11	6	2.22	4	168.59	8	1.22	14	190.51	10	1.93	9	139.70	12	0.54	32
BLYTHE	707.54	2	2.42	2	427.00	1	1.52	7	396.38	5	2.71	6	684.48	3	2.38	7	277.72	3	1.57	4
CATALINA	97.02	24	4.17	1	42.56	35	2.25	3	65.01	35	3.66	3	70.67	34	0.54	35	141.45	11	2.44	2
COVINA	91.60	27	0.87	22	100.08	23	0.81	25	112.13	22	0.97	24	117.18	20	0.93	23	103.18	18	0.83	22
DOMINGUEZ HILLS	82.30	29	0.71	28	130.63	15	0.97	17	146.38	12	1.11	17	123.60	18	0.83	28	93.37	19	0.85	21
FOOTHILL	93.35	25	0.93	21	109.64	20	0.95	20	142.81	14	1.03	21	110.53	21	1.12	13	117.61	16	0.98	17
FULLERTON	82.23	30	0.72	27	76.59	29	0.67	31	92.72	30	0.76	34	89.29	28	0.68	33	69.45	28	0.52	33
HUNTINGTON BEACH	79.61	31	0.78	25	98.32	25	0.95	19	128.02	20	1.26	12	99.07	26	0.98	21	87.72	24	0.76	25
KERNVILLE	178.69	8	1.99	3	286.38	7	0.96	18	2421.32	1	3.67	2	305.53	7	3.29	4	184.41	7	1.14	10
LONG BEACH	66.33	34	0.61	32	164.46	9	0.89	23	135.16	17	0.86	31	77.17	32	0.71	32	51.48	34	0.44	34
MENIFEE	156.68	11	1.32	12	111.46	19	0.98	16	156.75	9	1.31	10	130.47	16	0.96	22	174.06	8	0.90	19
MONROVIA	133.32	14	1.16	16	96.68	26	0.88	24	116.57	21	0.84	32	105.00	22	0.98	20	243.02	5	1.43	8
MONTEBELLO	158.34	10	1.16	15	150.28	12	1.18	11	133.52	19	1.17	15	123.98	17	0.99	19	160.88	10	1.06	13
ONTARIO	97.91	23	1.00	19	94.04	27	0.74	27	105.07	27	0.93	27	100.43	24	1.13	12	80.04	26	0.72	27
PALM SPRINGS	107.04	20	0.71	29	99.54	24	0.80	26	107.58	25	1.07	19	119.10	19	1.02	17	73.95	27	0.79	24
REDLANDS	154.25	12	1.04	18	124.52	17	1.01	14	137.11	16	0.98	23	142.59	14	1.01	18	88.93	22	0.97	18
RIDGECREST	176.84	9	1.57	6	148.90	13	1.01	15	254.31	6	1.05	20	164.28	11	1.09	14	254.59	4	1.10	11
SADDLEBACK	99.07	22	0.74	26	46.03	34	0.39	35	65.99	34	0.65	35	65.35	35	0.58	34	45.80	35	0.38	35
SAN JOAQUIN	138.25	13	1.17	14	127.50	16	1.05	13	108.44	23	1.09	18	191.66	9	1.34	11	56.23	31	0.68	28
SANTA ANA	91.68	26	0.84	23	67.46	32	0.71	29	97.27	29	1.00	22	81.90	31	0.71	31	122.09	15	0.82	23
SANTA BARBARA	183.78	7	1.38	9	152.37	11	1.52	6	156.66	10	1.41	8	408.43	5	9.21	1	172.90	9	1.02	16
SANTA MONICA	110.76	19	0.99	20	75.41	30	0.62	32	91.08	31	0.95	26	71.89	33	0.71	30	80.24	25	1.04	15
SOUTH BAY	125.28	16	1.39	8	164.07	10	1.31	8	183.90	7	1.88	7	99.19	25	0.93	24	90.63	21	1.09	12
TEHACHAPI	130.70	15	1.29	13	298.96	5	1.21	9	97.29	28	1.13	16	86.51	29	1.05	16	55.99	32	0.67	29
THOUSAND OAKS	104.37	21	1.10	17	106.59	21	0.92	21	143.78	13	1.31	11	151.74	12	1.43	10	1167.54	1	1.48	6
VALENCIA	79.23	32	0.61	33	72.27	31	0.61	33	105.09	26	0.97	25	136.62	15	1.08	15	92.41	20	1.06	14
VENTURA	183.79	6	1.65	4	148.85	14	1.19	10	150.41	11	1.24	13	520.90	4	3.12	5	136.04	13	1.44	7
VICTORVILLE	68.85	33	0.63	31	87.03	28	0.91	22	79.35	33	0.92	28	84.07	30	0.89	26	125.92	14	0.86	20
WHITTIER	87.60	28	0.70	30	114.52	18	0.73	28	137.34	15	0.81	33	148.91	13	0.90	25	87.74	23	0.67	30
WILDOMAR	118.49	18	0.81	24	52.70	33	0.60	34	84.01	32	0.87	30	90.15	27	0.80	29	60.77	30	0.75	26
YUCCA VALLEY	304.25	3	1.49	7	389.08	3	1.80	5	463.68	4	3.39	4	300.33	8	1.96	8	353.83	2	1.94	3
<b>SCE SystemWide</b>	<b>112.10</b>		<b>0.97</b>		<b>114.83</b>		<b>0.92</b>		<b>134.48</b>		<b>1.10</b>		<b>139.73</b>		<b>1.19</b>		<b>136.82</b>		<b>0.87</b>	

\*\*Exclusions\*\* are days which utilities are allowed to remove from their metrics because the outages on those days were caused by a severe acts of nature.

\*\*In the columns showing "Rank," lower numbers indicate poorer performance.

# Overview of Mono District 2

There are 7 circuits that serve Mono District 2

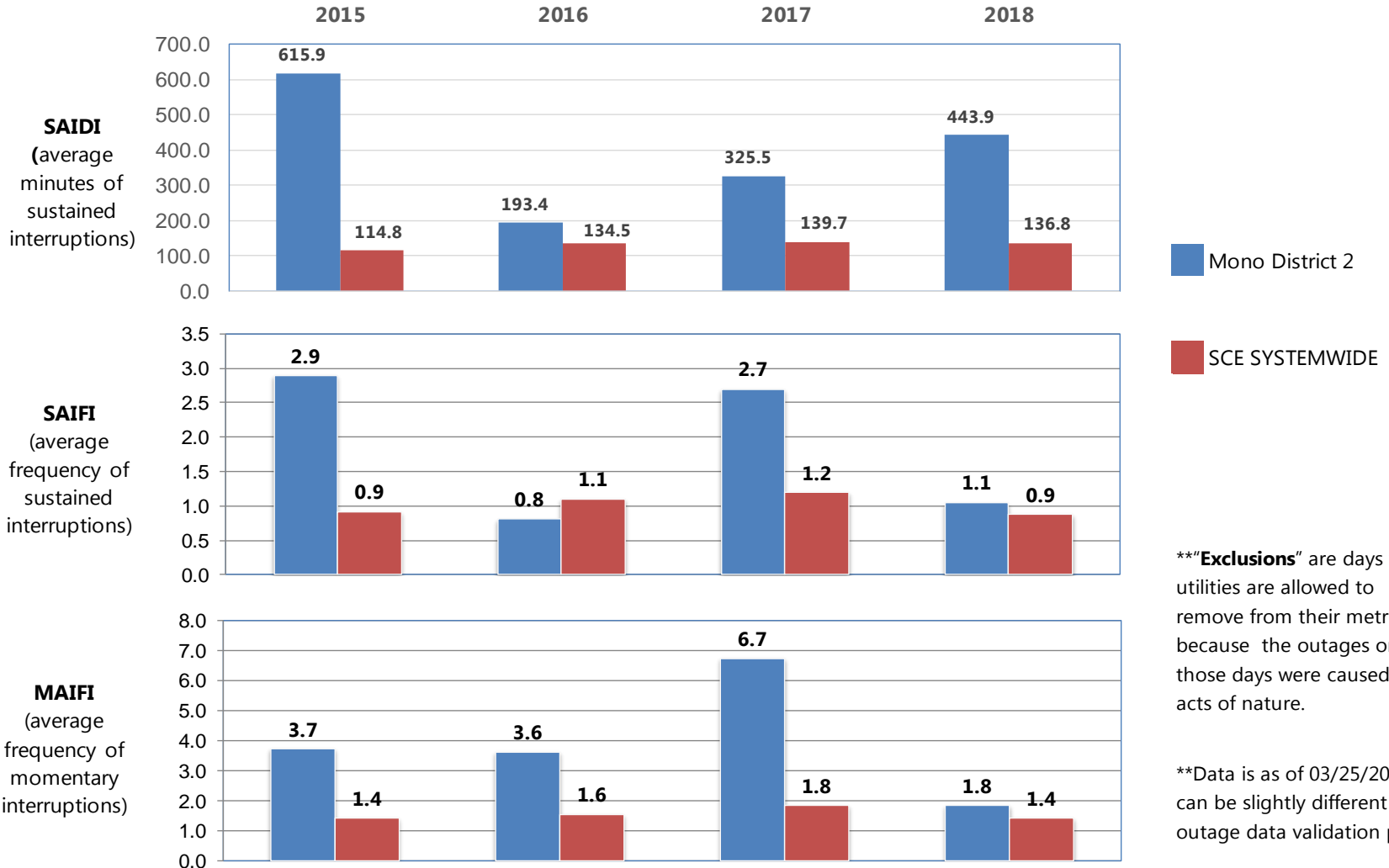
1

Circuit Type	Customers	Circuit Type	Customers	Circuit Type	Customers	Circuit Type	Customers
BIRCHIM(12KV)	534						
CHALFANT(12KV)	307						
CROWLEY(12KV)	236						
HURLEY(12KV)	841						
MCGEE(12KV)	616						
ROCKCREEK(12KV)	131						
SAGEHEN(12KV)	292						

**Grand Total**

2,957

# Reliability History of Circuits Serving Mono District 2 (No Exclusions)



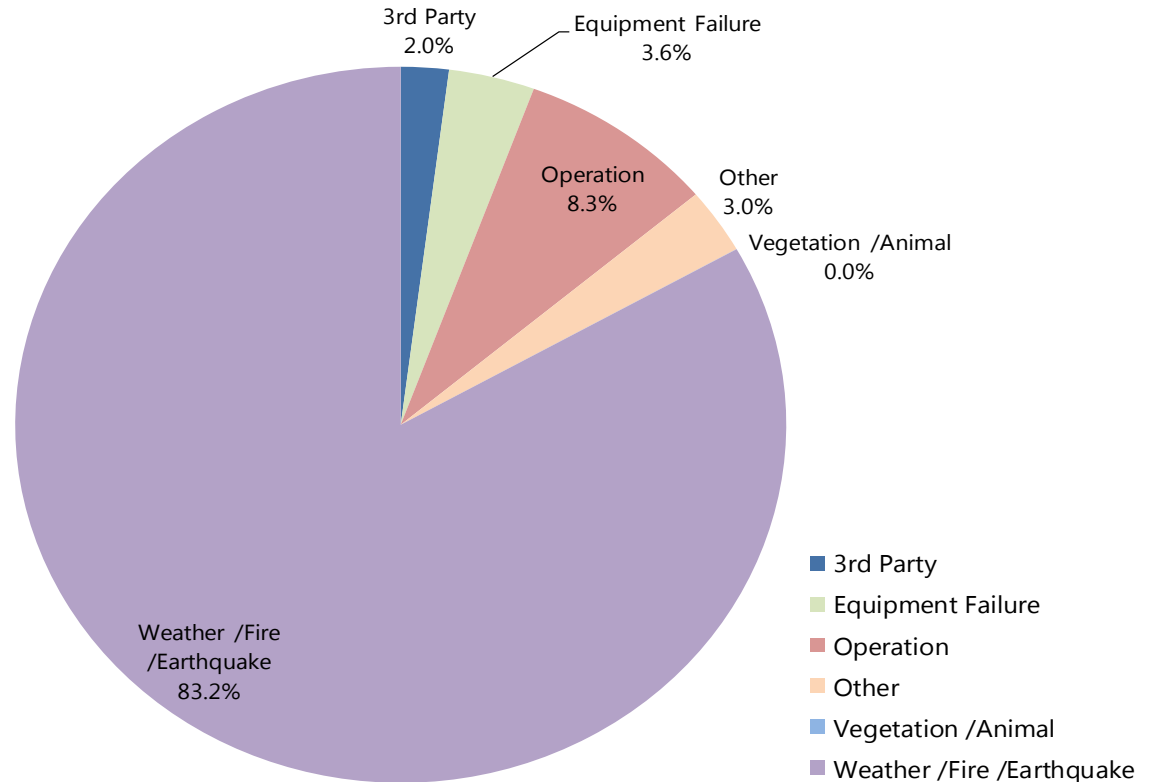
\*\*"Exclusions" are days which utilities are allowed to remove from their metrics because the outages on those days were caused by acts of nature.

\*\*Data is as of 03/25/2019, data can be slightly different due to outage data validation process

## Causes of Repair Outages in Mono District 2 2018

### Contributions to SAIDI by Outage Cause

- **Equipment Failure**  
e.g., in-service failure of transformer, switch, or conductors
- **Vegetation/Animal**  
e.g., tree branch, rodent, or bird causing a short circuit between conductors
- **Other**  
e.g., patrolled but no cause found, PSPS
- **Operations**  
e.g., urgent maintenance w/o 3-day notice
- **3<sup>rd</sup> Party**  
e.g., balloon, car hit pole, dig-in

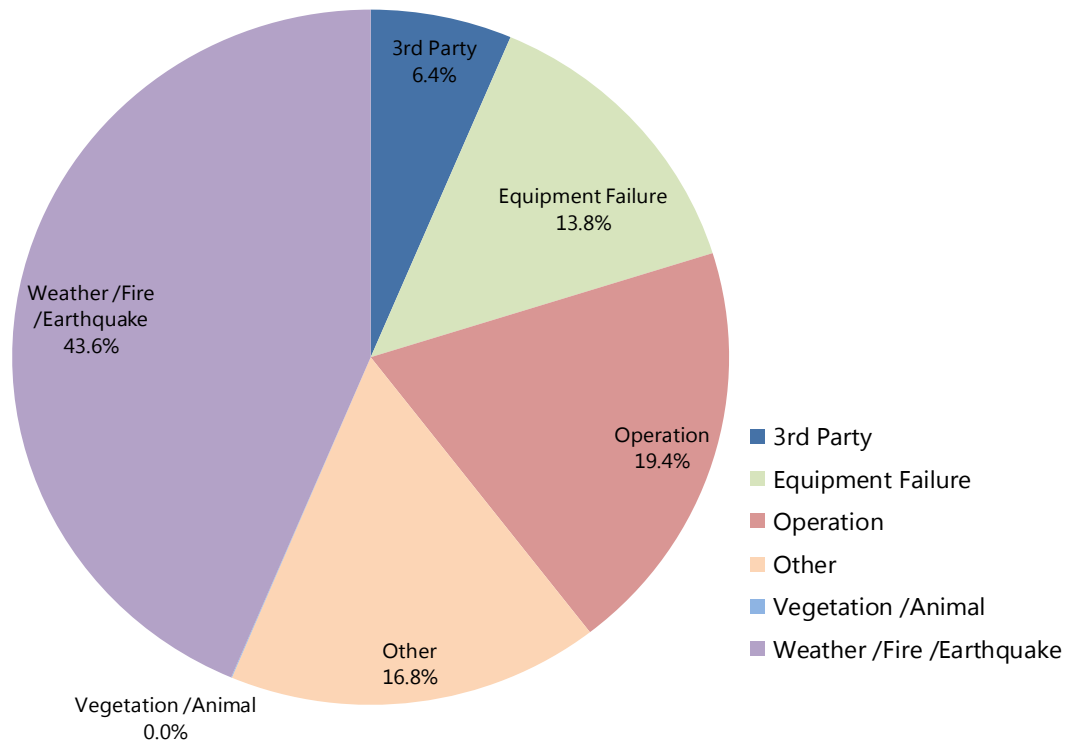


**SAIDI** = the cumulative amount of time the average customer is interrupted by “sustained” outages each year.

## Causes of Repair Outages in Mono District 2 2018

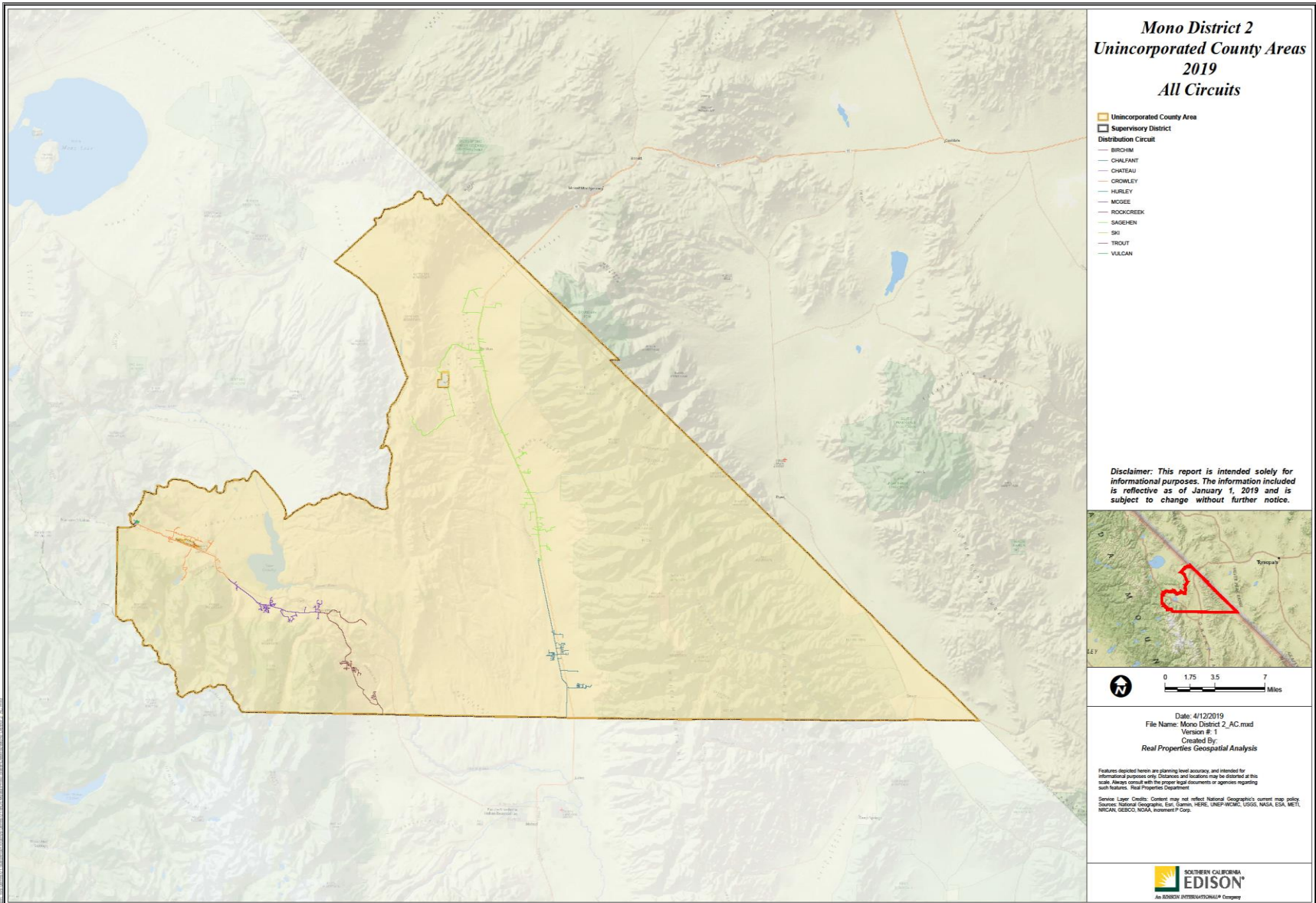
### Contributions to SAIFI by Outage Cause

- **Equipment Failure**  
e.g., in-service failure of transformer, switch, or conductors
- **Vegetation/Animal**  
e.g., tree branch, rodent, or bird causing a short circuit between conductors
- **Other**  
e.g., patrolled but no cause found, PSPS
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e.g., urgent maintenance w/o 3-day notice
- **3<sup>rd</sup> Party**  
e.g., balloon, car hit pole, dig-in



**SAIFI** = the number of times the average customer is interrupted by “sustained” outages each year



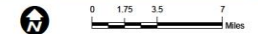




## Mono District 2 Unincorporated County Areas 2019 Capital Improvement Plan

- Unincorporated County Area
- Supervisory District
- Replacement/Equipment Upgrade**
- Grid Modernization
- Pole Replacement
- Other Work**
- Circuit Public Safety Upgrade
- Circuit Rebuild
- New Circuit
- Replacement/Equipment Upgrade (Transmission)**
- Electrical Equipment Replacement
- Pole Replacement
- Other Work (Transmission)**
- Circuit Reliability Upgrade
- New Circuit
- Removed Facilities

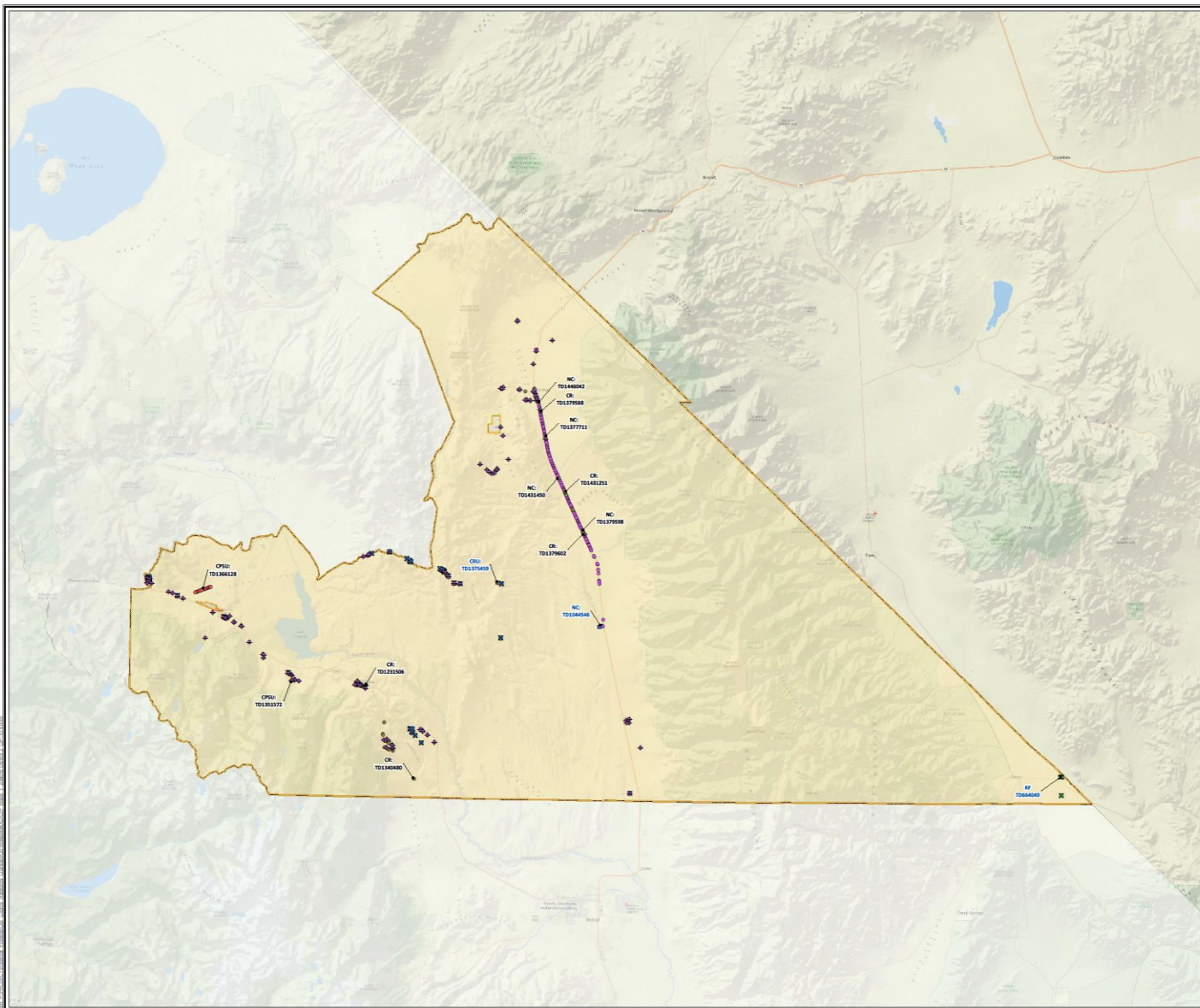
*Disclaimer: This report is intended solely for informational purposes. The information included is reflective as of January 1, 2019 and is subject to change without further notice.*



Date: 4/23/2019  
 File Name: Mono District 2\_CIP-10.4.mxd  
 Version #: 1  
 Created By:  
 Real Properties Geospatial Analysis

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# Back-up Slides

**Reliability Histories of Circuits Serving Mono District 2**

**Updated through Dec 2018**

# Average Reliability of 7 Circuits Serving Mono District 2

	2015			2016			2017			1st Qtr 2018			2nd Qtr 2018			3rd Qtr 2018			4th Qtr 2018			2018		
	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI
<b>7 Circuits Serving Mono District 2 -- Total</b>																								
<b>Customers: 2,957</b>	<b>615.9</b>	<b>2.9</b>	<b>3.7</b>	<b>193.4</b>	<b>0.8</b>	<b>3.6</b>	<b>325.5</b>	<b>2.7</b>	<b>6.7</b>	<b>354.2</b>	<b>0.3</b>	<b>0.5</b>	<b>5.3</b>	<b>0.1</b>	<b>-</b>	<b>22.0</b>	<b>0.2</b>	<b>1.2</b>	<b>62.5</b>	<b>0.5</b>	<b>0.1</b>	<b>443.9</b>	<b>1.1</b>	<b>1.8</b>
3rd Party	-	-	-	-	-	2%	2%	11%	-	-	-	-	-	-	-	-	-	-	14%	15%	-	2%	6%	-
Equipment Failure	18%	23%	8%	54%	25%	3%	34%	20%	8%	1%	25%	-	11%	3%	-	58%	34%	4%	-	-	-	4%	14%	2%
Operation	10%	28%	4%	-	-	8%	10%	15%	3%	-	-	-	5%	2%	-	-	-	-	58%	44%	-	8%	19%	-
Other	53%	47%	75%	34%	49%	80%	14%	27%	70%	-	-	62%	1%	0%	-	39%	30%	86%	7%	24%	100%	3%	17%	80%
Vegetation/Animal	0%	0%	3%	1%	1%	-	0%	0%	0%	-	-	38%	-	-	-	0%	0%	-	-	-	-	0%	0%	11%
Weather/Fire/Earthquake	19%	2%	10%	12%	25%	7%	40%	26%	20%	99%	75%	-	84%	95%	-	3%	37%	10%	20%	17%	-	83%	44%	6%
<b>SCE SYSTEMWIDE</b>	<b>114.8</b>	<b>0.9</b>	<b>1.4</b>	<b>134.5</b>	<b>1.1</b>	<b>1.6</b>	<b>139.7</b>	<b>1.2</b>	<b>1.8</b>	<b>19.7</b>	<b>0.2</b>	<b>0.3</b>	<b>16.7</b>	<b>0.2</b>	<b>0.4</b>	<b>28.4</b>	<b>0.2</b>	<b>0.3</b>	<b>72.0</b>	<b>0.3</b>	<b>0.4</b>	<b>136.8</b>	<b>0.9</b>	<b>1.4</b>

**Notes:**

No outages are excluded from the metrics.

**Outage Causes:**

- Other: e.g., patrolled but no cause could be found
- Operations: e.g., urgent maintenance w/o 3-day notice to customers
- 3<sup>rd</sup> Party: e.g., balloons, car hit pole, dig-in
- Vegetation/Animal: e.g., tree branch, rodent, or bird causing short circuit across conductors

SAIDI (minutes) = the cumulative amount of time the average customer is interrupted by “sustained” (longer than 5 minutes) outages.

SAIFI (interruptions) = the number of times the average customer is interrupted by “sustained” outages.

MAIFI (interruptions) = the number of times the average customer is interrupted by “momentary ” (lasting 5 minutes or less) outages.

# Reliability Histories for Individual Circuits Serving Mono District 2 - 1 of 2

	2015			2016			2017			1st Qtr 2018			2nd Qtr 2018			3rd Qtr 2018			4th Qtr 2018			2018		
	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI
<b>BIRCHIM(12KV) - Customers: 534</b>	<b>2006.6</b>	<b>7.7</b>	<b>5.9</b>	-	-	<b>3.7</b>	<b>161.6</b>	<b>1.8</b>	<b>1.0</b>	-	-	-	<b>1.5</b>	<b>0.0</b>	-	<b>70.0</b>	<b>0.4</b>	<b>1.0</b>	-	-	-	<b>71.5</b>	<b>0.4</b>	<b>1.0</b>
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	21%	41%	17%	-	-	-	1%	1%	-	-	-	-	-	-	-	100%	100%	1%	-	-	-	98%	97%	1%
Operation	12%	3%	-	-	-	46%	44%	56%	100%	-	-	-	100%	100%	-	-	-	-	-	-	-	2%	3%	-
Other	67%	54%	56%	-	-	27%	37%	40%	-	-	-	-	-	-	-	-	-	99%	-	-	-	-	-	99%
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	0%	1%	28%	-	-	27%	18%	3%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>CHALFANT(12KV) - Customers: 307</b>	<b>19.5</b>	<b>1.0</b>	<b>2.0</b>	<b>1120.6</b>	<b>2.9</b>	<b>1.0</b>	<b>14.7</b>	<b>0.6</b>	<b>3.1</b>	<b>1755.3</b>	<b>1.0</b>	<b>1.0</b>	<b>1.5</b>	<b>0.0</b>	-	-	-	<b>2.0</b>	<b>220.6</b>	<b>1.0</b>	<b>0.2</b>	<b>1977.5</b>	<b>2.0</b>	<b>3.2</b>
3rd Party	-	-	-	-	-	-	54%	33%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	90%	66%	-	-	-	-	-	-	-	100%	100%	-	-	-	-	-	-	-	0%	0%	-
Operation	2%	1%	-	-	-	-	46%	67%	-	-	-	-	-	-	-	-	-	-	100%	100%	-	11%	50%	-
Other	98%	99%	50%	-	-	100%	-	-	94%	-	-	-	-	-	-	-	-	50%	-	-	100%	-	-	37%
Vegetation/Animal	-	-	50%	-	-	-	-	-	6%	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	31%
Weather/Fire/Earthquake	-	-	-	10%	34%	-	-	-	-	100%	100%	-	-	-	-	-	-	50%	-	-	-	89%	50%	31%
<b>CROWLEY(12KV) - Customers: 236</b>	<b>40.2</b>	<b>0.3</b>	<b>4.8</b>	<b>10.4</b>	<b>0.0</b>	<b>2.0</b>	<b>856.4</b>	<b>3.2</b>	<b>7.2</b>	-	-	<b>1.0</b>	-	-	-	-	-	-	<b>159.9</b>	<b>1.0</b>	<b>1.0</b>	<b>159.9</b>	<b>1.0</b>	<b>2.0</b>
3rd Party	-	-	-	-	-	50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	69%	8%	-	15%	10%	-	7%	4%	44%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operation	14%	78%	17%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	17%	13%	83%	-	-	50%	1%	1%	14%	-	-	100%	-	-	-	-	-	-	-	-	100%	-	-	100%
Vegetation/Animal	-	-	-	-	-	-	1%	1%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	85%	90%	-	92%	94%	42%	-	-	-	-	-	-	-	-	-	100%	100%	-	100%	100%	-
<b>HURLEY(12KV) - Customers: 841</b>	<b>435.9</b>	<b>2.3</b>	<b>0.1</b>	<b>168.0</b>	<b>1.0</b>	<b>0.0</b>	<b>76.0</b>	<b>3.0</b>	<b>0.0</b>	-	-	-	<b>1.4</b>	<b>0.0</b>	-	<b>0.1</b>	<b>0.0</b>	-	-	-	-	<b>1.5</b>	<b>0.0</b>	-
3rd Party	-	-	-	-	-	-	23%	32%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	28%	16%	-	-	-	-	29%	32%	-	-	-	-	100%	100%	-	-	-	-	-	-	-	93%	89%	-
Operation	7%	43%	-	-	-	-	30%	4%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	66%	41%	100%	100%	100%	100%	18%	32%	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	100%	-	-	-	-	7%	11%	-
Weather/Fire/Earthquake	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

# Reliability Histories for Individual Circuits Serving Mono District 2 - 2 of 2

	2015			2016			2017			1st Qtr 2018			2nd Qtr 2018			3rd Qtr 2018			4th Qtr 2018			2018		
	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI
<b>MCGEE(12KV) - Customers: 616</b>	<b>43.5</b>	<b>2.5</b>	<b>5.5</b>	<b>74.8</b>	<b>0.5</b>	<b>9.5</b>	<b>739.2</b>	<b>4.3</b>	<b>22.4</b>	-	-	<b>1.0</b>	-	-	-	-	-	<b>2.0</b>	<b>21.5</b>	<b>0.5</b>	-	<b>21.5</b>	<b>0.5</b>	<b>3.0</b>
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	-	-	-	50%	23%	4%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operation	90%	79%	-	-	-	-	8%	18%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	10%	21%	100%	100%	100%	100%	13%	23%	76%	-	-	100%	-	-	-	-	-	100%	100%	100%	-	100%	100%	100%
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	-	-	-	29%	36%	20%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>ROCKCREEK(12KV) - Customers: 131</b>	<b>2853.5</b>	<b>2.1</b>	<b>4.9</b>	<b>21.5</b>	<b>0.1</b>	<b>10.9</b>	<b>1042.4</b>	<b>4.9</b>	<b>22.0</b>	-	-	<b>1.0</b>	-	-	-	<b>1.8</b>	<b>0.0</b>	<b>3.0</b>	-	-	<b>1.0</b>	<b>1.8</b>	<b>0.0</b>	<b>5.0</b>
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	87%	22%	-	48%	20%	5%	-	-	-	-	-	-	100%	100%	32%	-	-	-	100%	100%	19%
Operation	1%	45%	-	-	-	-	4%	2%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	100%	6%	67%	82%	9%	20%	76%	-	-	100%	-	-	-	-	-	68%	-	-	100%	-	-	81%
Vegetation/Animal	-	-	-	7%	11%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	99%	55%	-	-	-	18%	39%	59%	18%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>SAGEHEN(12KV) - Customers: 292</b>	<b>57.4</b>	<b>1.1</b>	<b>7.5</b>	<b>129.9</b>	<b>1.1</b>	<b>2.7</b>	<b>56.1</b>	<b>0.8</b>	<b>0.2</b>	<b>1761.5</b>	<b>1.7</b>	<b>1.0</b>	<b>45.2</b>	<b>1.0</b>	-	<b>95.7</b>	<b>1.5</b>	<b>2.3</b>	<b>229.7</b>	<b>1.7</b>	-	<b>2132.0</b>	<b>5.9</b>	<b>3.3</b>
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39%	40%	-	4%	12%	-
Equipment Failure	-	-	17%	2%	1%	37%	3%	1%	-	2%	40%	-	-	-	-	2%	1%	-	-	-	-	1%	11%	-
Operation	-	-	13%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	61%	60%	-	7%	17%	-
Other	92%	98%	57%	2%	1%	63%	97%	99%	100%	-	-	-	1%	0%	-	91%	44%	93%	-	-	-	4%	12%	65%
Vegetation/Animal	7%	0%	-	7%	5%	-	-	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	30%
Weather/Fire/Earthquake	1%	1%	13%	88%	93%	-	-	-	-	98%	60%	-	99%	100%	-	7%	55%	7%	-	-	-	84%	48%	5%
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
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-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

# Circuit Reliability Review

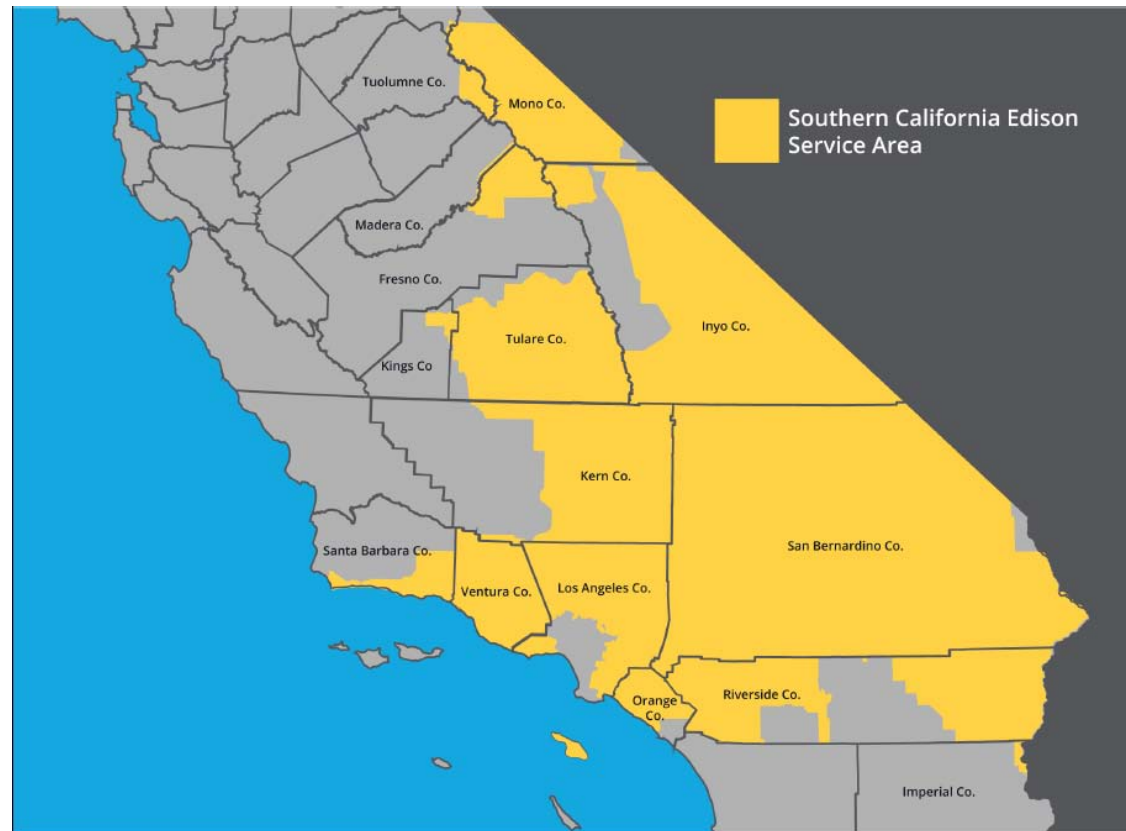
Mono District 3

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2019

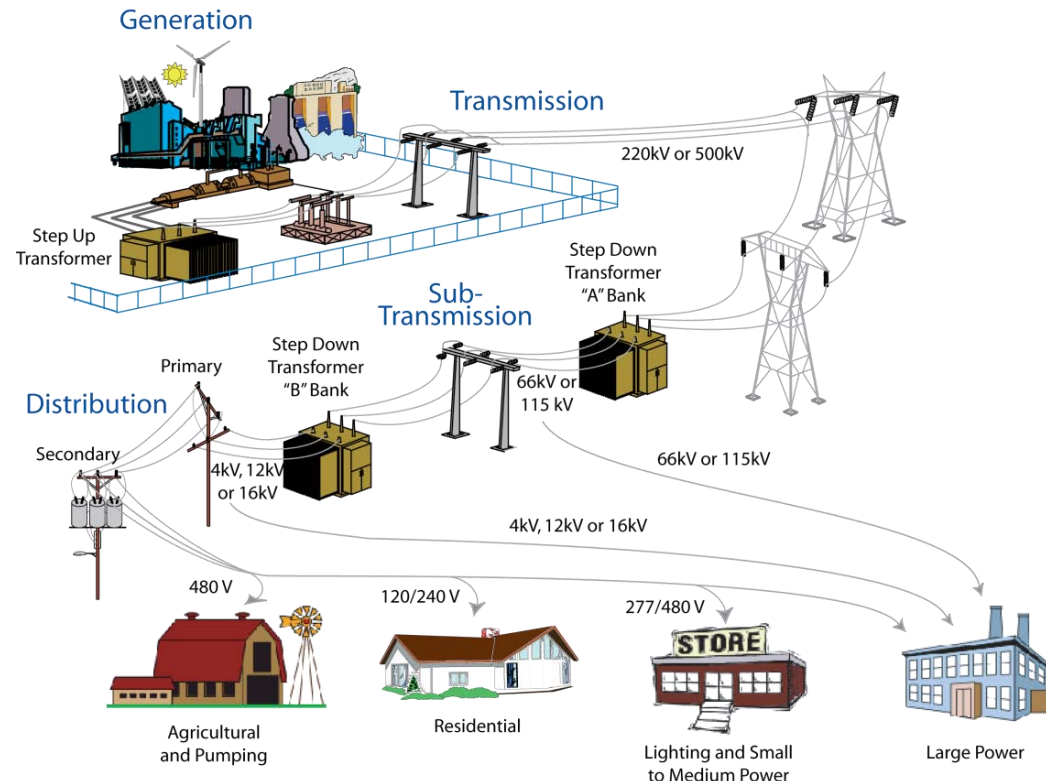
# Who We Are

- Southern California Edison (SCE) is an Edison International company
- One of the nation's largest electric utilities
- More than 130 years of history
- Regulated by the California Public Utilities Commission (CPUC) and the Federal Energy Regulatory Commission (FERC)
- 50,000 square miles of SCE service area across Central, Coastal, and Southern California
- 15 million residents in service territory
- 5 million customer accounts in 445 cities and communities



# Strengthening and Modernizing the Grid

- To deliver power safely, reliably and affordably, we monitor and maintain a vast electricity system.
- We are working on reducing the threat of wildfires and to better integrate clean energy technologies being adopted by customers (including solar and electric vehicles) to meet California's ambitious climate change goals.



50,000 Square Miles

4,600 Circuits

1.5 Million Poles

119,000 Miles of Transmission  
and Distribution Lines



# Building the Grid of the Future

**SCE spends about \$4 billion each year to build infrastructure.**

- Infrastructure reliability – updating underground cables, poles, switches, transformers
- Transmission – connecting renewables, installing new substations, updating lines
- Grid readiness – updating the grid for impacts from new technologies
- Future energy policy – energy storage, electric vehicles, renewables

## Examples of 2018 Capital Investments

250 miles of underground cable replaced

780 miles of overhead conductor replaced for public safety

18,600 Distribution poles replaced

4,100 Transmission poles replaced

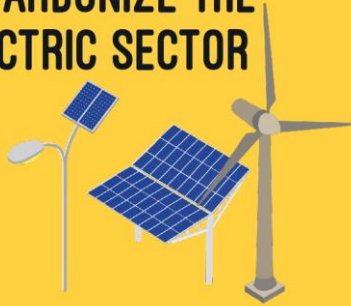
116 Underground structure replacements

SCE's investments support safe, reliable, affordable, and clean energy for our customers

# Clean Energy: SCE's Clean Power and Electrification Pathway

## A Three Part, Integrated Solution

### DECARBONIZE THE ELECTRIC SECTOR



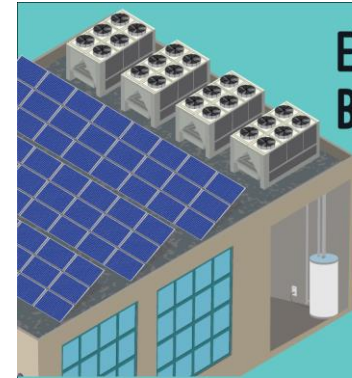
- By 2030, create an electric generation mix powered by as much as **80% carbon-free resources**.
- More **solar, wind, hydropower** and other zero-emission sources, along with **energy storage**.
- Currently at about 45%

### ELECTRIFY THE TRANSPORTATION SECTOR



- Accelerate electrification of the transportation sector
  - By 2030, **electrify 25% of cars and trucks** – about 7 million in total.
  - 15% of medium-duty vehicles electrified
  - 6% of heavy-duty vehicles electrified

### ELECTRIFY BUILDINGS



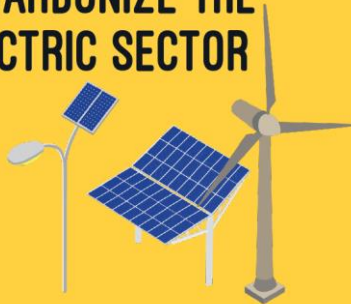
- Doubling of energy efficiency in existing buildings
- By 2030, electrify about **one-third** of space and water heating in buildings.
- Remove barriers to adoption and empower customers who want cleaner space and water heating options.

"SCE is changing... because our customers demand it," Pedro Pizarro, president and CEO of Edison International, SCE's parent company

Working with customers to build a clean energy future

# Clean Energy: Removing Barriers and Empowering Choice

## DECARBONIZE THE ELECTRIC SECTOR



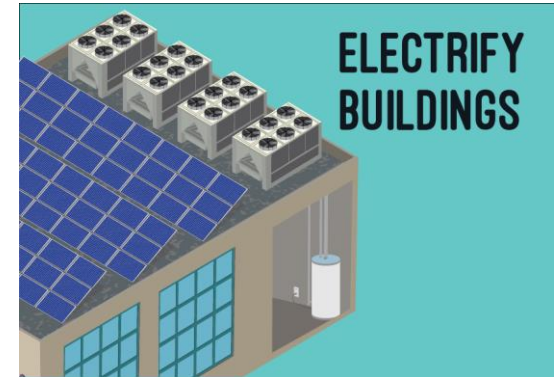
- Information, tools, and resources for customers looking to install solar
- Improved interconnection process for getting solar systems connected sooner
- Self Generation Incentive Program (SGIP) provides rebates for customers who install energy storage
- Green Rate for customers who don't want or can't install solar panels, but want more renewable energy

## ELECTRIFY THE TRANSPORTATION SECTOR



- Clean Fuel Rewards offer \$1,000 rebate toward purchase or lease of electric vehicle (EV)
- If approved, Charge Ready 2 application will provide incentives for 48,000 public charging stations
- Charge Ready Transport provide incentives for commercial fleets to install charging infrastructure
- EV rates to make it more affordable to charge (both residential and commercial)

## ELECTRIFY BUILDINGS



- Portfolio of energy efficiency programs for both residential and commercial
- Pilot with UC and CSU systems to reduce carbon emissions on their campuses
- Partnered with LADWP and SMUD to commission economic study of housing electrification costs and benefits

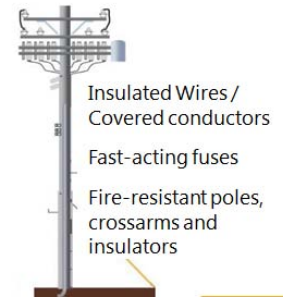
Empowering customers to make clean energy choices that best fit their needs

# Wildfire: SCE's 2019 Wildfire Mitigation Plan (WMP)

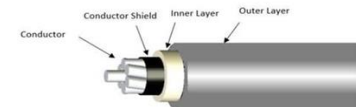
	<u>Mitigations</u>	<u>Activities</u>
<b>Operational</b>	<b>Inspections</b>	<ul style="list-style-type: none"> <li>Enhanced overhead inspections (EOI) on transmission and distribution structures in HFRA</li> <li>Various existing inspections (poles, switches, circuits, relays, etc.)</li> <li>Infrared, Corona scanning and high definition (HD) imagery</li> </ul>
	<b>Public Safety Power Shutoff (PSPS)</b>	<ul style="list-style-type: none"> <li>Effective communications and engagement with emergency services, customers and communities</li> </ul>
	<b>Situational Awareness</b>	<ul style="list-style-type: none"> <li>Weather stations and HD cameras per SCE's Grid Safety &amp; Resiliency Program (GSRP)</li> </ul>
	<b>Vegetation Management</b>	<ul style="list-style-type: none"> <li>Hazard tree removal per GSRP</li> <li>Vegetation removal at poles</li> <li>LiDAR surveying for transmission, supplemental inspections in HFRA</li> </ul>
<b>Infrastructure</b>	<b>Covered Conductor</b>	<ul style="list-style-type: none"> <li>Circuit miles of covered conductor in HFRA</li> </ul>
	<b>Undergrounding</b>	<ul style="list-style-type: none"> <li>Evaluation of targeted undergrounding in HFRA</li> </ul>
	<b>Other Infrastructure Mitigations</b>	<ul style="list-style-type: none"> <li>Various system hardening activities (e.g., composite poles, current limiting fuses (CLFs), remote automatic reclosers (RARs), Fast Curve settings)</li> <li>Studies, evaluations and pilots of alternative technologies</li> </ul>

Note: Filed with the CPUC on February 6, 2019. HFRA = High Risk Fire Area.

## Hardened System



## Covered Conductor



## Weather Stations



## Fire Monitoring Cameras



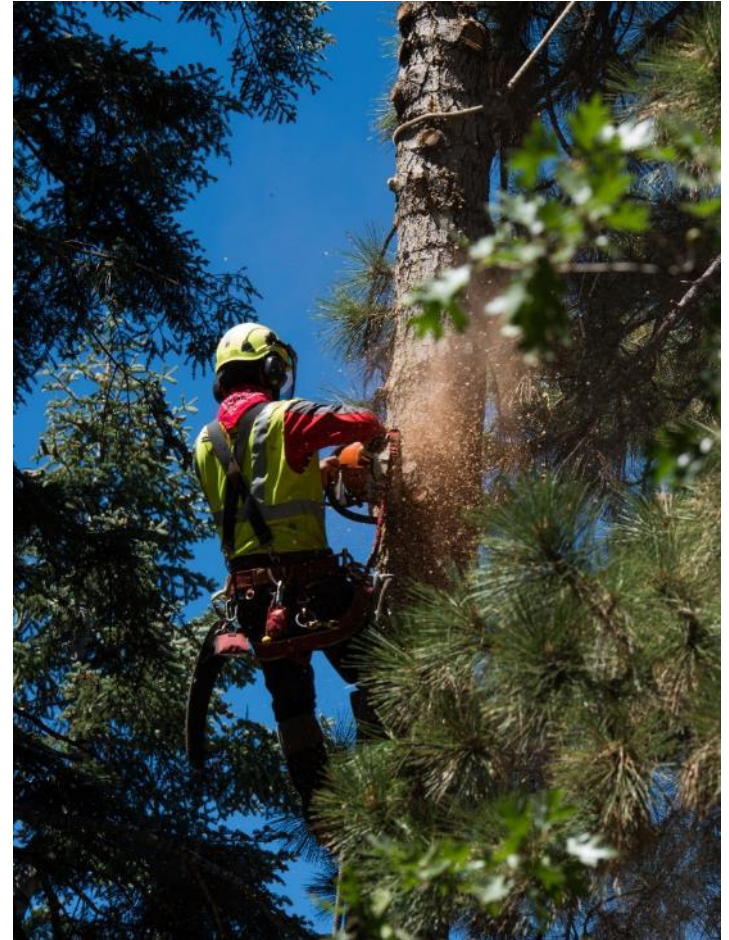
The WMP, required by SB 901 (Dodd, 2018), is part of a larger, ongoing effort and incorporates and builds on the \$582 million GSRP that SCE submitted to the CPUC

# Wildfire: Vegetation Management

- **20+** in-house certified arborists
- **800+** pruning contractors with **60** more crews added June/July 2018
- **≈ 900,000** trees inspected annually
- **≈ 700,000** pruned per year; **400,000** trees in high fire risk areas

## 2019

- Remove dead, dying, diseased trees in HFRA (30,000 forecast for 2019)
- Remove additional 7,500 which pose a fall-in or blow-in risk to SCE electrical facilities in HFRA
- Expand vegetation clearance distance to 12 feet per CPUC recommendation



Dead, dying, diseased and certain other trees present a hazard and are removed to protect electrical facilities and reduce risk of fire.



# Public Safety Power Shutoff (PSPS) Overview

---

- De-energization to **prevent ignitions** from powerlines
- Used during **elevated fire conditions**
- Red Flag Warning **does not** mean a PSPS will be called
- Actual frequency of PSPS events will depend on various weather and environmental factors
  - Decision will be made with most accurate assessment of real-time information and situational awareness data

# Public Safety Power Shutoff (PSPS) Timeline

## Ideal Timeline\*

4-7 DAYS  
AHEAD



Forecast  
Weather &  
Fire  
Conditions

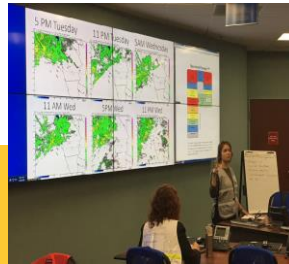
3 DAYS  
AHEAD



SCE Incident  
Management  
Team on Alert

County  
Operational  
Areas informed  
of potential  
activation

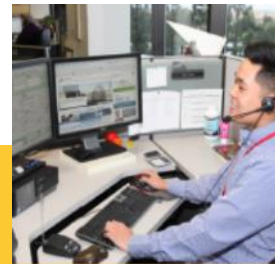
2 DAYS  
AHEAD



SCE Incident  
Management  
Team Activated

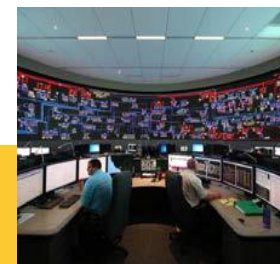
1<sup>st</sup> Notification  
PSPS Possible  
sent to agencies  
and customers

1 DAY  
AHEAD



2<sup>nd</sup>  
Notification  
PSPS  
Possible

POWER  
SHUTOFF



3<sup>rd</sup>  
Notification  
Power Shutoff

POWER  
RESTORATION



4<sup>th</sup>  
Notification  
Power  
Restored  
  
After  
Inspection

**PLANNING AND MONITORING**

**OUTAGE**

\*Erratic or sudden onset of conditions may impact our ability to provide advanced notice to customers.

# Reliability Overview

Energy for What's Ahead<sup>SM</sup>





# What is Reliability?

- In simplest terms:  
*Having dependable electricity when you need it.*
- Outages:
  - Maintenance outages (aka planned outages)
  - Repair outages (aka unplanned outages)
    - Sustained Outage = An outage lasting > **5 minutes**
    - Momentary Outage = An outage lasting  $\leq$  **5 minutes**



**Major Event Day (MED)** : A day in which the daily system SAIDI exceeds a threshold value. For the purposes of calculating daily system SAIDI, any interruption that spans multiple calendar days is accrued to the day on which the interruption began. Statistically, days having a daily system SAIDI greater than a threshold value are days on which the energy delivery system experienced stresses beyond that normally expected (such as severe weather).

# How Do We Measure Reliability?

## SAIDI SAIFI MAIFI CAIDI

**SAIDI** = Total minutes every SCE customer was without power due to sustained outages (CMI) ÷ Total number of customers

“What’s the total time my power service will be unexpectedly interrupted this year?”

System Average Interruption Duration Index

**SAIFI** = Number of sustained customer outages experienced by all SCE customers (CI) ÷ Total number of customers

“How many times will my power service be unexpectedly interrupted this year?”

System Average Interruption Frequency Duration Index

**CAIDI** = System Average Interruption Duration Index (SAIDI) ÷ System Average Interruption Frequency Index (SAIFI)

“How long will it take to restore my power after an unexpected interruption?”

Customer Average Interruption Duration Index

# Cities in the BISHOP District

BENTON PAIUTE TRIBE

BIG PINE

BISHOP

BISHOP PAIUTE TRIBE

BISHOP RESERVATION

BRIDGEPORT PAIUTE INDIAN COLONY

DARWIN

DIXON LANE-MEADOW CREEK

INYO COUNTY

KEELER

MAMMOTH LAKES

MESA

**MONO COUNTY**

ROUND VALLEY

TUOLUMNE DISTRICT 4

WEST BISHOP

WILKERSON

# Reliability by SCE Districts (No Exclusions)

District Name	2014				2015				2016				2017				2018			
	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking
ANTELOPE VALLEY	51.05	35	0.59	34	104.34	22	0.68	30	107.67	24	0.87	29	103.19	23	0.87	27	55.61	33	0.61	31
ARROWHEAD	193.25	5	1.59	5	362.61	4	3.97	1	659.46	3	2.85	5	816.52	2	3.86	3	68.60	29	1.53	5
BARSTOW	201.53	4	1.34	10	187.11	8	1.17	12	134.83	18	1.35	9	357.47	6	2.65	6	116.70	17	1.37	9
BIG CREEK	920.25	1	1.34	11	422.77	2	3.42	2	1062.01	2	4.99	1	4273.52	1	7.95	2	203.43	6	2.48	1
BISHOP	118.79	17	0.59	35	298.11	6	2.22	4	168.59	8	1.22	14	190.51	10	1.93	9	139.70	12	0.54	32
BLYTHE	707.54	2	2.42	2	427.00	1	1.52	7	396.38	5	2.71	6	684.48	3	2.38	7	277.72	3	1.57	4
CATALINA	97.02	24	4.17	1	42.56	35	2.25	3	65.01	35	3.66	3	70.67	34	0.54	35	141.45	11	2.44	2
COVINA	91.60	27	0.87	22	100.08	23	0.81	25	112.13	22	0.97	24	117.18	20	0.93	23	103.18	18	0.83	22
DOMINGUEZ HILLS	82.30	29	0.71	28	130.63	15	0.97	17	146.38	12	1.11	17	123.60	18	0.83	28	93.37	19	0.85	21
FOOTHILL	93.35	25	0.93	21	109.64	20	0.95	20	142.81	14	1.03	21	110.53	21	1.12	13	117.61	16	0.98	17
FULLERTON	82.23	30	0.72	27	76.59	29	0.67	31	92.72	30	0.76	34	89.29	28	0.68	33	69.45	28	0.52	33
HUNTINGTON BEACH	79.61	31	0.78	25	98.32	25	0.95	19	128.02	20	1.26	12	99.07	26	0.98	21	87.72	24	0.76	25
KERVILLE	178.69	8	1.99	3	286.38	7	0.96	18	2421.32	1	3.67	2	305.53	7	3.29	4	184.41	7	1.14	10
LONG BEACH	66.33	34	0.61	32	164.46	9	0.89	23	135.16	17	0.86	31	77.17	32	0.71	32	51.48	34	0.44	34
MENIFEE	156.68	11	1.32	12	111.46	19	0.98	16	156.75	9	1.31	10	130.47	16	0.96	22	174.06	8	0.90	19
MONROVIA	133.32	14	1.16	16	96.68	26	0.88	24	116.57	21	0.84	32	105.00	22	0.98	20	243.02	5	1.43	8
MONTEBELLO	158.34	10	1.16	15	150.28	12	1.18	11	133.52	19	1.17	15	123.98	17	0.99	19	160.88	10	1.06	13
ONTARIO	97.91	23	1.00	19	94.04	27	0.74	27	105.07	27	0.93	27	100.43	24	1.13	12	80.04	26	0.72	27
PALM SPRINGS	107.04	20	0.71	29	99.54	24	0.80	26	107.58	25	1.07	19	119.10	19	1.02	17	73.95	27	0.79	24
REDLANDS	154.25	12	1.04	18	124.52	17	1.01	14	137.11	16	0.98	23	142.59	14	1.01	18	88.93	22	0.97	18
RIDGECREST	176.84	9	1.57	6	148.90	13	1.01	15	254.31	6	1.05	20	164.28	11	1.09	14	254.59	4	1.10	11
SADDLEBACK	99.07	22	0.74	26	46.03	34	0.39	35	65.99	34	0.65	35	65.35	35	0.58	34	45.80	35	0.38	35
SAN JOAQUIN	138.25	13	1.17	14	127.50	16	1.05	13	108.44	23	1.09	18	191.66	9	1.34	11	56.23	31	0.68	28
SANTA ANA	91.68	26	0.84	23	67.46	32	0.71	29	97.27	29	1.00	22	81.90	31	0.71	31	122.09	15	0.82	23
SANTA BARBARA	183.78	7	1.38	9	152.37	11	1.52	6	156.66	10	1.41	8	408.43	5	9.21	1	172.90	9	1.02	16
SANTA MONICA	110.76	19	0.99	20	75.41	30	0.62	32	91.08	31	0.95	26	71.89	33	0.71	30	80.24	25	1.04	15
SOUTH BAY	125.28	16	1.39	8	164.07	10	1.31	8	183.90	7	1.88	7	99.19	25	0.93	24	90.63	21	1.09	12
TEHACHAPI	130.70	15	1.29	13	298.96	5	1.21	9	97.29	28	1.13	16	86.51	29	1.05	16	55.99	32	0.67	29
THOUSAND OAKS	104.37	21	1.10	17	106.59	21	0.92	21	143.78	13	1.31	11	151.74	12	1.43	10	1167.54	1	1.48	6
VALENCIA	79.23	32	0.61	33	72.27	31	0.61	33	105.09	26	0.97	25	136.62	15	1.08	15	92.41	20	1.06	14
VENTURA	183.79	6	1.65	4	148.85	14	1.19	10	150.41	11	1.24	13	520.90	4	3.12	5	136.04	13	1.44	7
VICTORVILLE	68.85	33	0.63	31	87.03	28	0.91	22	79.35	33	0.92	28	84.07	30	0.89	26	125.92	14	0.86	20
WHITTIER	87.60	28	0.70	30	114.52	18	0.73	28	137.34	15	0.81	33	148.91	13	0.90	25	87.74	23	0.67	30
WILDOMAR	118.49	18	0.81	24	52.70	33	0.60	34	84.01	32	0.87	30	90.15	27	0.80	29	60.77	30	0.75	26
YUCCA VALLEY	304.25	3	1.49	7	389.08	3	1.80	5	463.68	4	3.39	4	300.33	8	1.96	8	353.83	2	1.94	3
<b>SCE SystemWide</b>	<b>112.10</b>		<b>0.97</b>		<b>114.83</b>		<b>0.92</b>		<b>134.48</b>		<b>1.10</b>		<b>139.73</b>		<b>1.19</b>		<b>136.82</b>		<b>0.87</b>	

\*\*Exclusions\*\* are days which utilities are allowed to remove from their metrics because the outages on those days were caused by a severe acts of nature.

\*\*In the columns showing "Rank," lower numbers indicate poorer performance.

# Overview of Mono District 3

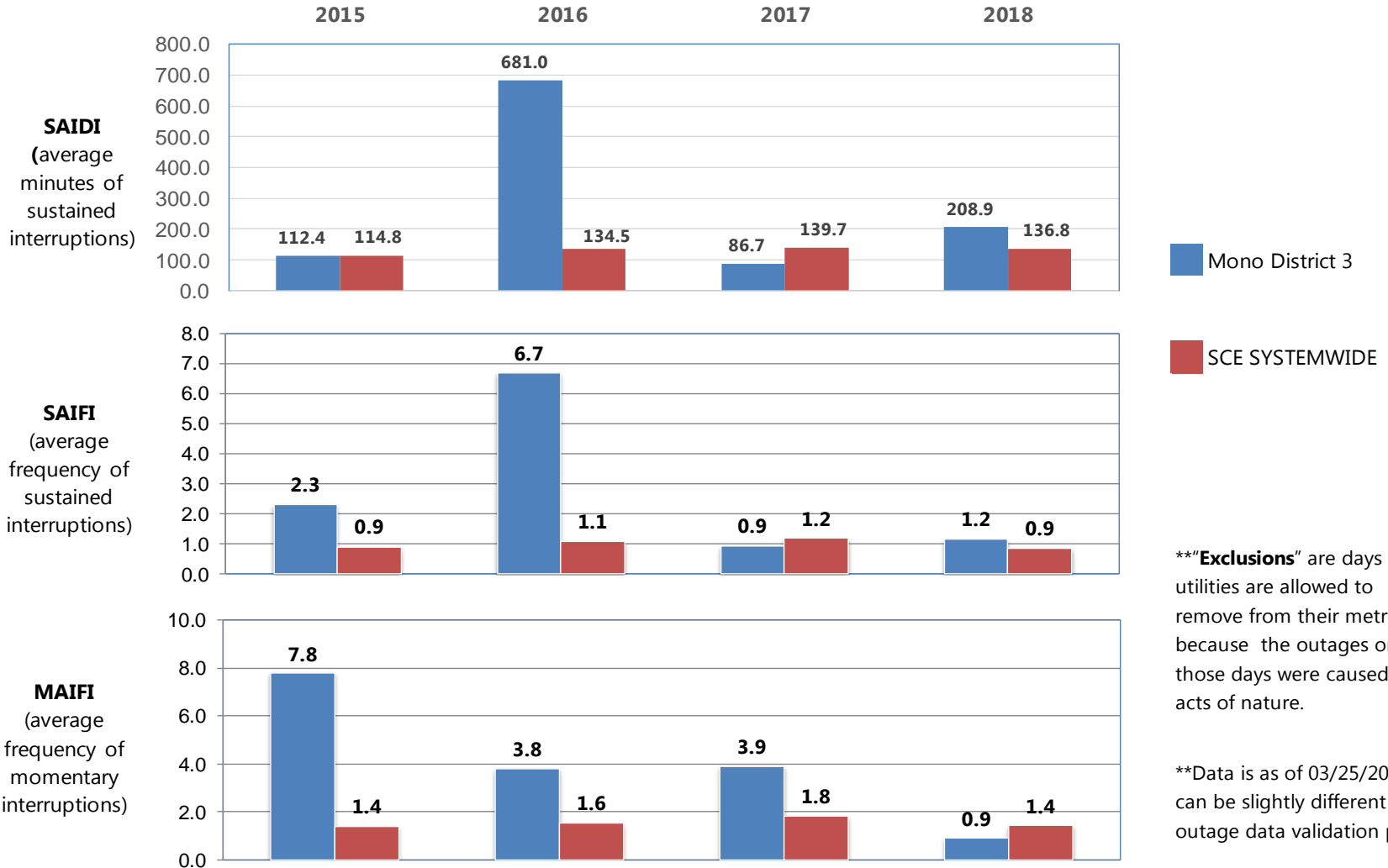
There are 7 circuits that serve Mono District 3

1

Circuit Type	Customers	Circuit Type	Customers	Circuit Type	Customers	Circuit Type	Customers
BANTA(2.4KV)	138						
CAIN RANCH(12KV)	21						
CONWAY(16KV)	29						
GULL LAKE(12KV)	380						
REVERSE PEAK(12KV)	526						
RHINEDOLLAR(12KV)	28						
TUFA(16KV)	109						

**Grand Total** 1,231

# Reliability History of Circuits Serving Mono District 3 (No Exclusions)



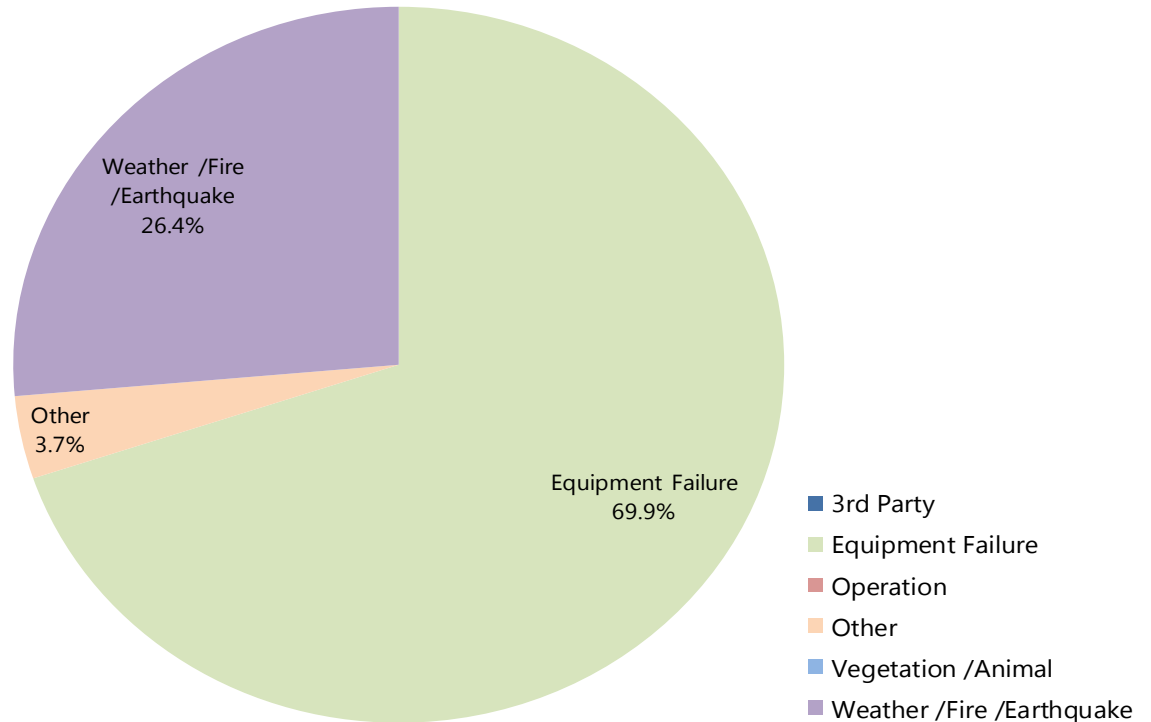
\*\*"Exclusions" are days which utilities are allowed to remove from their metrics because the outages on those days were caused by acts of nature.

\*\*Data is as of 03/25/2019, data can be slightly different due to outage data validation process

## Causes of Repair Outages in Mono District 3 2018

### Contributions to SAIDI by Outage Cause

- **Equipment Failure**  
e.g., in-service failure of transformer, switch, or conductors
- **Vegetation/Animal**  
e.g., tree branch, rodent, or bird causing a short circuit between conductors
- **Other**  
e.g., patrolled but no cause found, PSPS
- **Operations**  
e.g., urgent maintenance w/o 3-day notice
- **3<sup>rd</sup> Party**  
e.g., balloon, car hit pole, dig-in

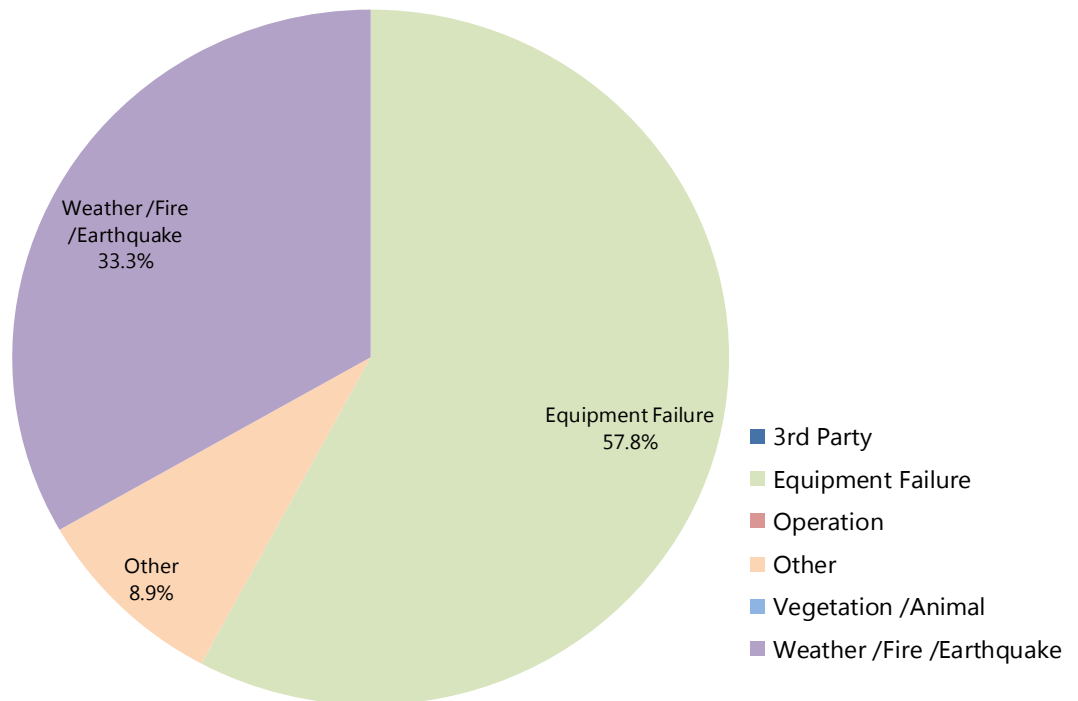


**SAIDI** = the cumulative amount of time the average customer is interrupted by “sustained” outages each year.

## Causes of Repair Outages in Mono District 3 2018

### Contributions to SAIFI by Outage Cause



- **Equipment Failure**  
e.g., in-service failure of transformer, switch, or conductors
- **Vegetation/Animal**  
e.g., tree branch, rodent, or bird causing a short circuit between conductors
- **Other**  
e.g., patrolled but no cause found, PSPS
- **Operations**  
e.g., urgent maintenance w/o 3-day notice
- **3<sup>rd</sup> Party**  
e.g., balloon, car hit pole, dig-in



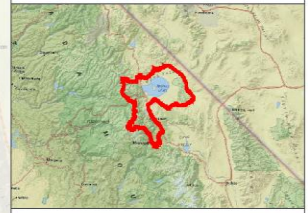
**SAIFI** = the number of times the average customer is interrupted by “sustained” outages each year



### Mono District 3 Unincorporated County Areas 2019 All Circuits

-  Unincorporated County Area
-  Supervisory District
- Distribution Circuit**
-  AGNEW
-  SANTA
-  CAIN RANCH
-  CONWAY
-  DYNAMO
-  GULL LAKE
-  REVERSE PEAK
-  RHINEDOLLAR
-  TUPA

*Disclaimer: This report is intended solely for informational purposes. The information included is reflective as of January 1, 2019 and is subject to change without further notice.*



Date: 4/12/2019  
File Name: Mono District 3\_AC.mxd  
Version #: 1  
Created By:  
Real Properties Geospatial Analysis

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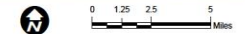
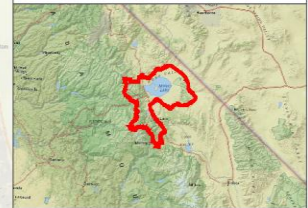
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# Mono District 3 Unincorporated County Areas 2019 Capital Improvement Plan

- Unincorporated County Area
- Supervisory District
- Replacement/Equipment Upgrade**
- Grid Modernization
- Pole Replacement
- Other Work**
- Circuit Public Safety Upgrade
- Replacement/Equipment Upgrade (Transmission)**
- Electrical Equipment Replacement
- Pole Replacement
- Other Work (Transmission)**
- Circuit Reliability Upgrade
- Removed Facilities

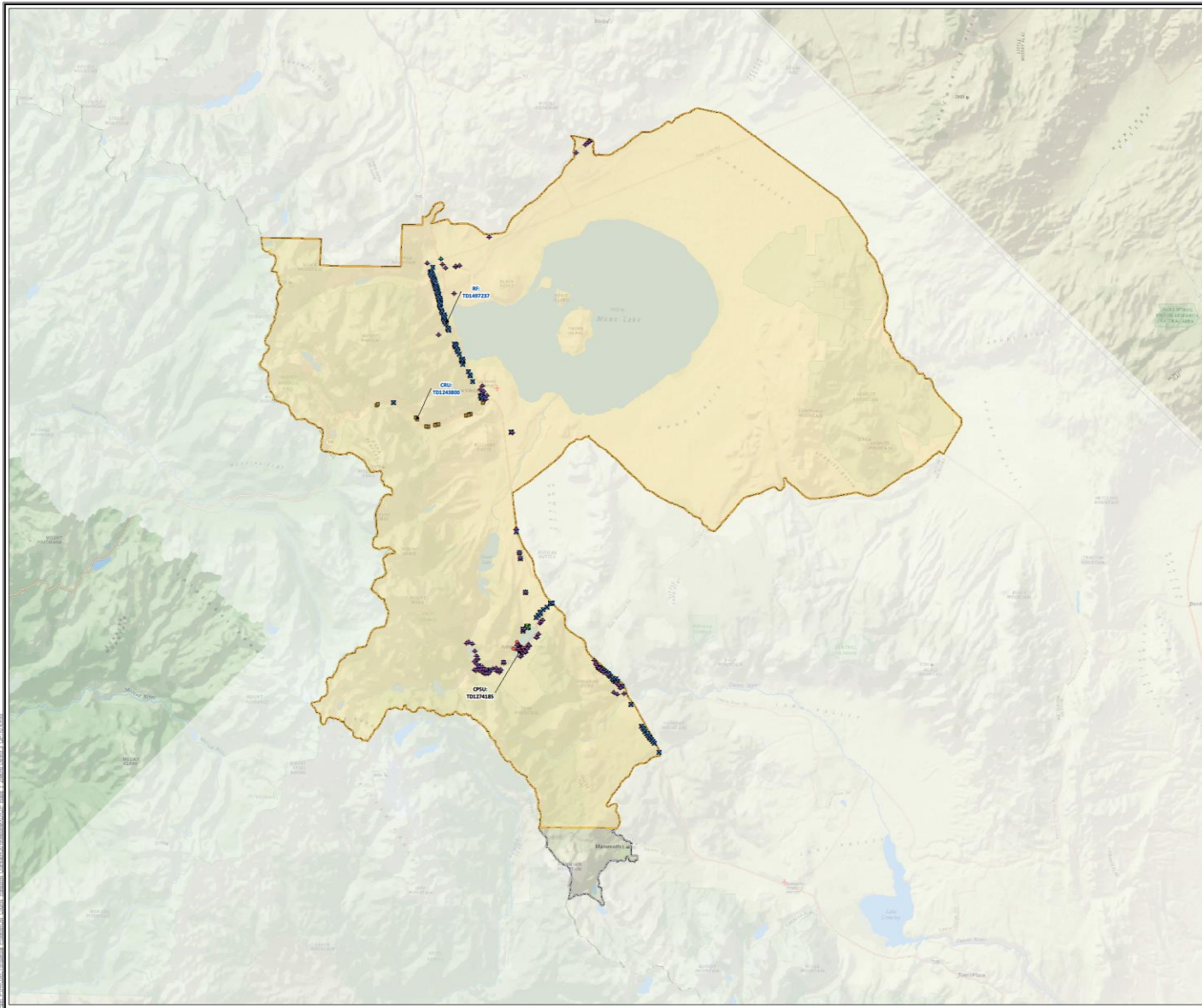
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Date: 4/23/2019  
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 Version #: 1  
 Created By:  
 Real Properties Geospatial Analysis

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# Back-up Slides

**Reliability Histories of Circuits Serving Mono District 3**

**Updated through Dec 2018**

# Average Reliability of 7 Circuits Serving Mono District 3

	2015			2016			2017			1st Qtr 2018			2nd Qtr 2018			3rd Qtr 2018			4th Qtr 2018			2018		
	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI
<b>7 Circuits Serving Mono District 3 -- Total</b>																								
<b>Customers: 1,231</b>	<b>112.4</b>	<b>2.3</b>	<b>7.8</b>	<b>681.0</b>	<b>6.7</b>	<b>3.8</b>	<b>86.7</b>	<b>0.9</b>	<b>3.9</b>	<b>118.3</b>	<b>1.0</b>	<b>0.6</b>	<b>83.6</b>	<b>0.1</b>	<b>0.3</b>	<b>2.7</b>	<b>0.1</b>	<b>-</b>	<b>4.3</b>	<b>0.0</b>	<b>0.0</b>	<b>208.9</b>	<b>1.2</b>	<b>0.9</b>
3rd Party	-	-	-	0%	0%	-	2%	2%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	3%	1%	0%	26%	15%	-	60%	8%	11%	48%	59%	22%	100%	100%	-	68%	11%	-	100%	100%	-	70%	58%	14%
Operation	45%	38%	13%	10%	38%	36%	1%	0%	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	20%	61%	87%	40%	40%	62%	9%	35%	76%	6%	2%	4%	-	-	100%	32%	89%	-	-	-	-	4%	9%	36%
Vegetation/Animal	-	-	-	1%	0%	-	-	-	3%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	33%	1%	0%	24%	7%	2%	28%	56%	10%	47%	40%	73%	-	-	-	-	-	-	-	-	100%	26%	33%	49%
<b>SCE SYSTEMWIDE</b>	<b>114.8</b>	<b>0.9</b>	<b>1.4</b>	<b>134.5</b>	<b>1.1</b>	<b>1.6</b>	<b>139.7</b>	<b>1.2</b>	<b>1.8</b>	<b>19.7</b>	<b>0.2</b>	<b>0.3</b>	<b>16.7</b>	<b>0.2</b>	<b>0.4</b>	<b>28.4</b>	<b>0.2</b>	<b>0.3</b>	<b>72.0</b>	<b>0.3</b>	<b>0.4</b>	<b>136.8</b>	<b>0.9</b>	<b>1.4</b>

**Notes:**

No outages are excluded from the metrics.

**Outage Causes:**

- Other: e.g., patrolled but no cause could be found
- Operations: e.g., urgent maintenance w/o 3-day notice to customers
- 3<sup>rd</sup> Party: e.g., balloons, car hit pole, dig-in
- Vegetation/Animal: e.g., tree branch, rodent, or bird causing short circuit across conductors

SAIDI (minutes) = the cumulative amount of time the average customer is interrupted by “sustained” (longer than 5 minutes) outages.

SAIFI (interruptions) = the number of times the average customer is interrupted by “sustained” outages.

MAIFI (interruptions) = the number of times the average customer is interrupted by “momentary ” (lasting 5 minutes or less) outages.

# Reliability Histories for Individual Circuits Serving Mono District 3 - 1 of 2

	2015			2016			2017			1st Qtr 2018			2nd Qtr 2018			3rd Qtr 2018			4th Qtr 2018			2018		
	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI
<b>BANTA(2.4KV) - Customers: 138</b>	<b>16.6</b>	<b>1.0</b>	<b>10.9</b>	<b>180.7</b>	<b>6.0</b>	<b>6.0</b>	-	-	<b>0.2</b>	-	-	-	-	-	-	<b>2.1</b>	<b>0.0</b>	-	-	-	-	<b>2.1</b>	<b>0.0</b>	-
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	3%	1%	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	100%	-	-	-	-	100%	100%	-
Operation	-	-	9%	15%	50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	97%	99%	91%	85%	50%	100%	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>CAIN RANCH(12KV) - Customers: 21</b>	<b>275.1</b>	<b>3.0</b>	<b>15.0</b>	<b>181.4</b>	<b>6.0</b>	<b>6.0</b>	<b>178.0</b>	<b>1.1</b>	<b>2.8</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3rd Party	-	-	-	-	-	-	65%	90%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	83%	33%	20%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operation	12%	33%	7%	15%	49%	-	35%	10%	30%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	6%	33%	73%	85%	51%	100%	-	-	70%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>CONWAY(16KV) - Customers: 29</b>	<b>1806.4</b>	<b>2.0</b>	<b>13.3</b>	<b>1426.1</b>	<b>11.7</b>	<b>7.0</b>	<b>862.0</b>	<b>1.3</b>	<b>1.4</b>	-	-	-	-	-	-	-	-	-	-	-	<b>1.0</b>	-	-	<b>1.0</b>
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	-	-	-	100%	100%	26%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operation	-	-	8%	2%	26%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	1%	50%	92%	81%	71%	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vegetation/Animal	-	-	-	-	-	-	-	-	74%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	99%	50%	-	17%	3%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	100%
<b>GULL LAKE(12KV) - Customers: 380</b>	<b>50.6</b>	<b>2.0</b>	<b>5.0</b>	<b>428.6</b>	<b>5.0</b>	<b>4.7</b>	<b>9.0</b>	<b>1.0</b>	<b>1.0</b>	<b>23.2</b>	<b>0.0</b>	<b>1.0</b>	-	-	<b>1.0</b>	-	-	-	-	-	-	<b>23.2</b>	<b>0.0</b>	<b>2.0</b>
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	74%	37%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operation	62%	50%	20%	4%	23%	79%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	38%	50%	80%	19%	40%	21%	100%	100%	100%	-	-	-	-	-	100%	-	-	-	-	-	-	-	-	51%
Vegetation/Animal	-	-	-	3%	1%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	-	-	-	-	-	-	100%	100%	100%	-	-	-	-	-	-	-	-	-	100%	100%	49%

# Reliability Histories for Individual Circuits Serving Mono District 3 - 2 of 2

	2015			2016			2017			1st Qtr 2018			2nd Qtr 2018			3rd Qtr 2018			4th Qtr 2018			2018		
	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI
<b>REVERSE PEAK(12KV) - Customers: 526</b>	<b>119.8</b>	<b>3.1</b>	<b>6.7</b>	<b>746.1</b>	<b>7.3</b>	<b>1.3</b>	<b>49.2</b>	<b>1.0</b>	<b>7.0</b>	<b>248.4</b>	<b>2.2</b>	<b>0.6</b>	-	-	-	<b>3.7</b>	<b>0.0</b>	-	<b>9.9</b>	<b>0.0</b>	-	<b>262.1</b>	<b>2.2</b>	<b>0.6</b>
3rd Party	-	-	-	0%	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	23%	14%	-	-	-	14%	49%	58%	50%	-	-	-	100%	100%	-	100%	100%	-	52%	59%	50%
Operation	77%	41%	15%	16%	44%	43%	1%	1%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	23%	59%	85%	12%	28%	43%	-	-	86%	6%	2%	0%	-	-	-	-	-	-	-	-	-	6%	2%	0%
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	49%	14%	14%	99%	99%	-	45%	40%	50%	-	-	-	-	-	-	-	-	-	42%	39%	50%
<b>RHINEDOLLAR(12KV) - Customers: 28</b>	<b>22.5</b>	<b>2.0</b>	<b>9.6</b>	<b>1738.0</b>	<b>7.3</b>	<b>7.8</b>	-	-	<b>1.0</b>	-	-	<b>1.0</b>	-	-	-	-	-	-	-	-	-	-	-	<b>1.0</b>
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operation	-	-	10%	2%	43%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	100%	100%	90%	98%	57%	100%	-	-	100%	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	100%
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TUFA(16KV) - Customers: 109</b>	<b>17.5</b>	<b>1.0</b>	<b>15.0</b>	<b>1444.1</b>	<b>9.0</b>	<b>8.0</b>	<b>446.3</b>	<b>1.7</b>	<b>5.0</b>	<b>40.8</b>	<b>0.2</b>	-	<b>954.1</b>	<b>1.0</b>	-	<b>10.0</b>	<b>1.0</b>	-	-	-	-	<b>1004.9</b>	<b>2.2</b>	-
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	7%	1%	-	81%	28%	-	100%	100%	-	100%	100%	-	-	-	-	-	-	-	99%	54%	-
Operation	-	-	7%	2%	33%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	100%	100%	93%	91%	66%	100%	12%	14%	-	-	-	-	-	-	-	100%	100%	-	-	-	-	1%	46%	-
Vegetation/Animal	-	-	-	-	-	-	-	-	20%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	0%	-	-	-	7%	58%	80%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
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# Circuit Reliability Review

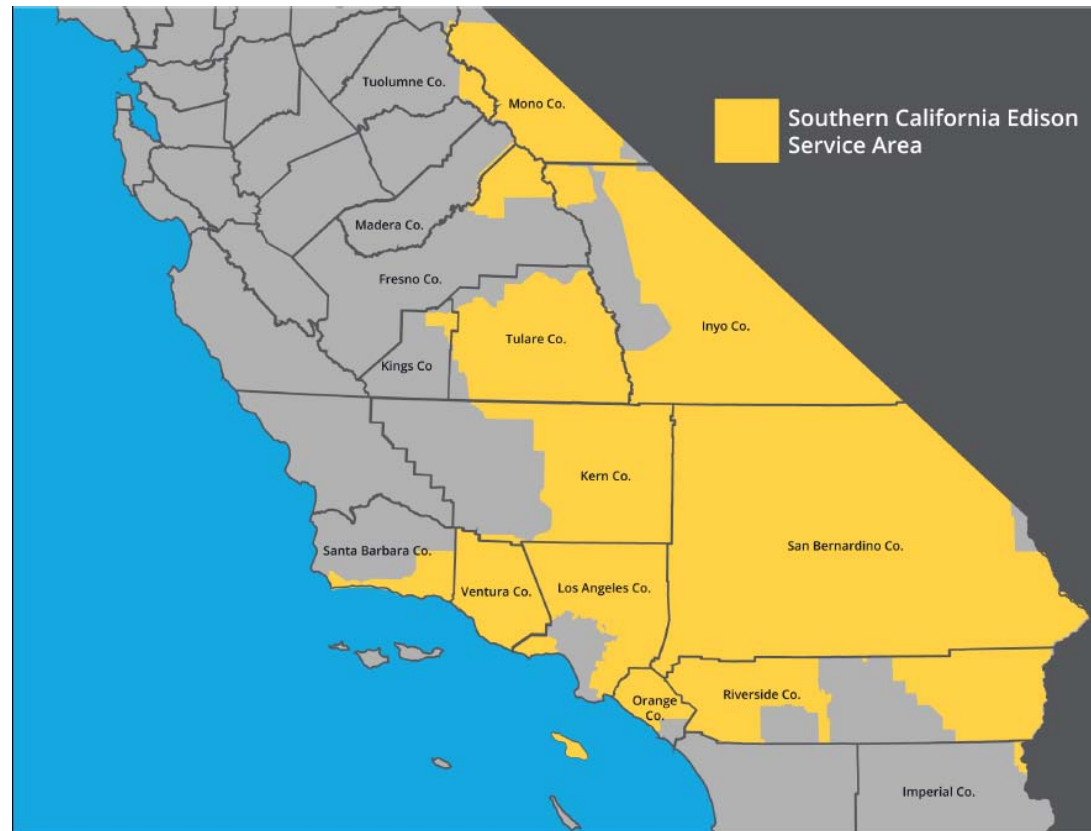
Mono District 4

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2019

# Who We Are

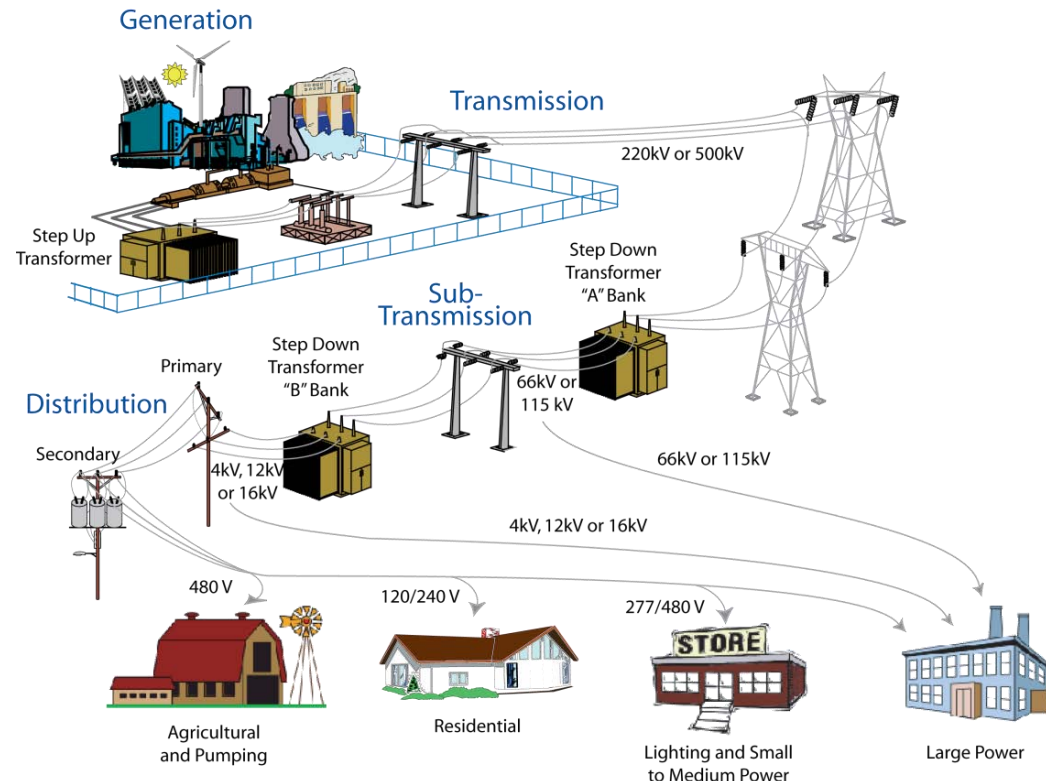
- Southern California Edison (SCE) is an Edison International company
- One of the nation's largest electric utilities
- More than 130 years of history
- Regulated by the California Public Utilities Commission (CPUC) and the Federal Energy Regulatory Commission (FERC)
- 50,000 square miles of SCE service area across Central, Coastal, and Southern California
- 15 million residents in service territory
- 5 million customer accounts in 445 cities and communities





# Strengthening and Modernizing the Grid

- To deliver power safely, reliably and affordably, we monitor and maintain a vast electricity system.
- We are working on reducing the threat of wildfires and to better integrate clean energy technologies being adopted by customers (including solar and electric vehicles) to meet California's ambitious climate change goals.



50,000 Square Miles

4,600 Circuits

1.5 Million Poles

119,000 Miles of Transmission  
and Distribution Lines

# Building the Grid of the Future

**SCE spends about \$4 billion each year to build infrastructure.**

- Infrastructure reliability – updating underground cables, poles, switches, transformers
- Transmission – connecting renewables, installing new substations, updating lines
- Grid readiness – updating the grid for impacts from new technologies
- Future energy policy – energy storage, electric vehicles, renewables

## Examples of 2018 Capital Investments

250 miles of underground cable replaced

780 miles of overhead conductor replaced for public safety

18,600 Distribution poles replaced

4,100 Transmission poles replaced

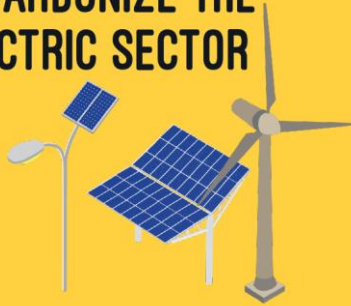
116 Underground structure replacements

SCE's investments support safe, reliable, affordable, and clean energy for our customers

# Clean Energy: SCE's Clean Power and Electrification Pathway

## A Three Part, Integrated Solution

### DECARBONIZE THE ELECTRIC SECTOR



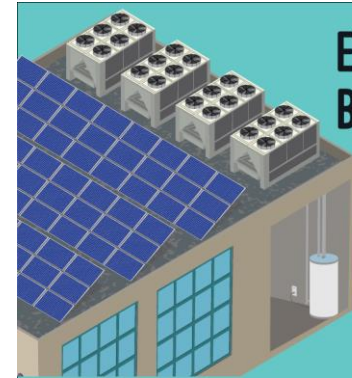
- By 2030, create an electric generation mix powered by as much as **80% carbon-free resources**.
- More **solar, wind, hydropower** and other zero-emission sources, along with **energy storage**.
- Currently at about 45%

### ELECTRIFY THE TRANSPORTATION SECTOR



- Accelerate electrification of the transportation sector
  - By 2030, **electrify 25% of cars and trucks** – about 7 million in total.
  - 15% of medium-duty vehicles electrified
  - 6% of heavy-duty vehicles electrified

### ELECTRIFY BUILDINGS



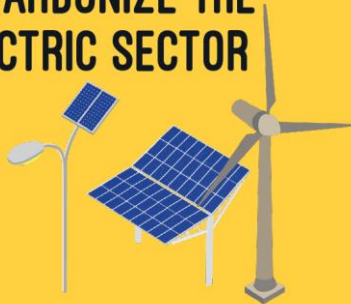
- Doubling of energy efficiency in existing buildings
- By 2030, electrify about **one-third** of space and water heating in buildings.
- Remove barriers to adoption and empower customers who want cleaner space and water heating options.

"SCE is changing... because our customers demand it," Pedro Pizarro, president and CEO of Edison International, SCE's parent company

Working with customers to build a clean energy future

# Clean Energy: Removing Barriers and Empowering Choice

## DECARBONIZE THE ELECTRIC SECTOR



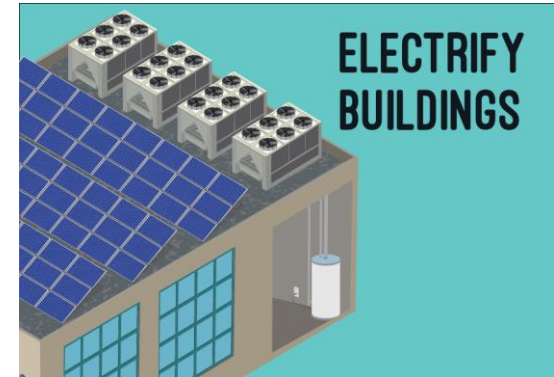
- Information, tools, and resources for customers looking to install solar
- Improved interconnection process for getting solar systems connected sooner
- Self Generation Incentive Program (SGIP) provides rebates for customers who install energy storage
- Green Rate for customers who don't want or can't install solar panels, but want more renewable energy

## ELECTRIFY THE TRANSPORTATION SECTOR



- Clean Fuel Rewards offer \$1,000 rebate toward purchase or lease of electric vehicle (EV)
- If approved, Charge Ready 2 application will provide incentives for 48,000 public charging stations
- Charge Ready Transport provide incentives for commercial fleets to install charging infrastructure
- EV rates to make it more affordable to charge (both residential and commercial)

## ELECTRIFY BUILDINGS



- Portfolio of energy efficiency programs for both residential and commercial
- Pilot with UC and CSU systems to reduce carbon emissions on their campuses
- Partnered with LADWP and SMUD to commission economic study of housing electrification costs and benefits

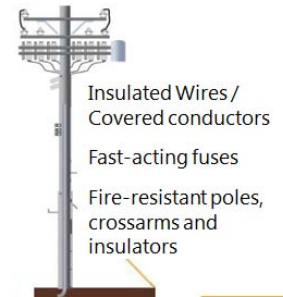
Empowering customers to make clean energy choices that best fit their needs

# Wildfire: SCE's 2019 Wildfire Mitigation Plan (WMP)

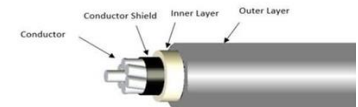
	<u>Mitigations</u>	<u>Activities</u>
<b>Operational</b>	<b>Inspections</b>	<ul style="list-style-type: none"> <li>Enhanced overhead inspections (EOI) on transmission and distribution structures in HFRA</li> <li>Various existing inspections (poles, switches, circuits, relays, etc.)</li> <li>Infrared, Corona scanning and high definition (HD) imagery</li> </ul>
	<b>Public Safety Power Shutoff (PSPS)</b>	<ul style="list-style-type: none"> <li>Effective communications and engagement with emergency services, customers and communities</li> </ul>
	<b>Situational Awareness</b>	<ul style="list-style-type: none"> <li>Weather stations and HD cameras per SCE's Grid Safety &amp; Resiliency Program (GSRP)</li> </ul>
	<b>Vegetation Management</b>	<ul style="list-style-type: none"> <li>Hazard tree removal per GSRP</li> <li>Vegetation removal at poles</li> <li>LiDAR surveying for transmission, supplemental inspections in HFRA</li> </ul>
<b>Infrastructure</b>	<b>Covered Conductor</b>	<ul style="list-style-type: none"> <li>Circuit miles of covered conductor in HFRA</li> </ul>
	<b>Undergrounding</b>	<ul style="list-style-type: none"> <li>Evaluation of targeted undergrounding in HFRA</li> </ul>
	<b>Other Infrastructure Mitigations</b>	<ul style="list-style-type: none"> <li>Various system hardening activities (e.g., composite poles, current limiting fuses (CLFs), remote automatic reclosers (RARs), Fast Curve settings)</li> <li>Studies, evaluations and pilots of alternative technologies</li> </ul>

Note: Filed with the CPUC on February 6, 2019. HFRA = High Risk Fire Area.

## Hardened System



## Covered Conductor



## Weather Stations



## Fire Monitoring Cameras



The WMP, required by SB 901 (Dodd, 2018), is part of a larger, ongoing effort and incorporates and builds on the \$582 million GSRP that SCE submitted to the CPUC

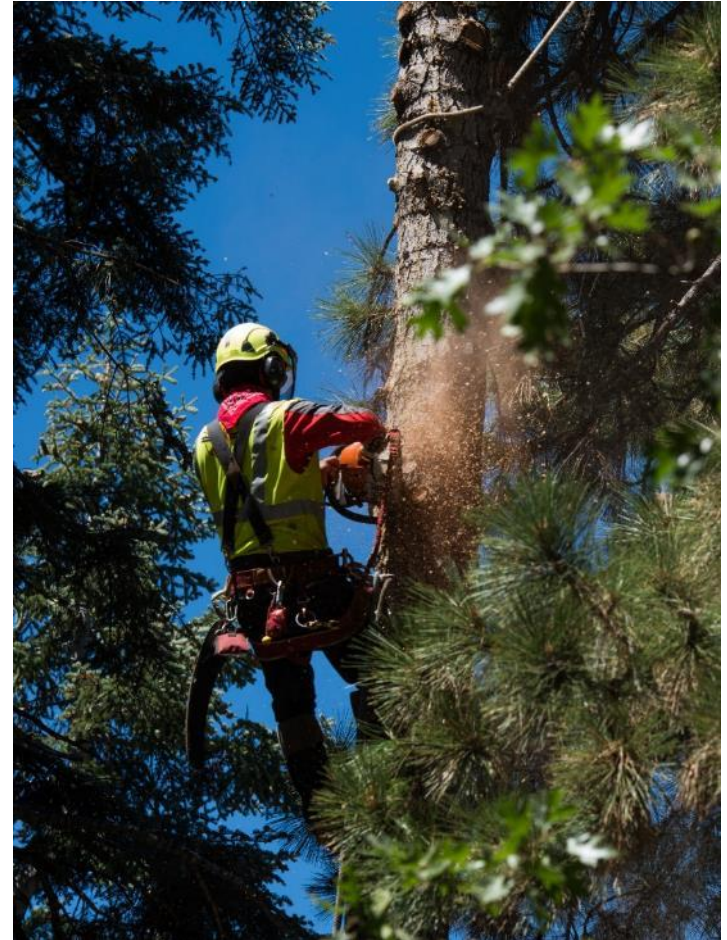


# Wildfire: Vegetation Management

- **20+** in-house certified arborists
- **800+** pruning contractors with **60** more crews added June/July 2018
- **≈ 900,000** trees inspected annually
- **≈ 700,000** pruned per year; **400,000** trees in high fire risk areas

## 2019

- Remove dead, dying, diseased trees in HFRA (30,000 forecast for 2019)
- Remove additional 7,500 which pose a fall-in or blow-in risk to SCE electrical facilities in HFRA
- Expand vegetation clearance distance to 12 feet per CPUC recommendation



Dead, dying, diseased and certain other trees present a hazard and are removed to protect electrical facilities and reduce risk of fire.

# Public Safety Power Shutoff (PSPS) Overview

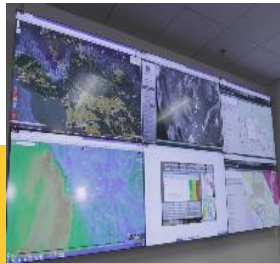
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- De-energization to **prevent ignitions** from powerlines
- Used during **elevated fire conditions**
- Red Flag Warning **does not** mean a PSPS will be called
- Actual frequency of PSPS events will depend on various weather and environmental factors
  - Decision will be made with most accurate assessment of real-time information and situational awareness data

# Public Safety Power Shutoff (PSPS) Timeline

## Ideal Timeline\*

4-7 DAYS  
AHEAD



Forecast  
Weather &  
Fire  
Conditions

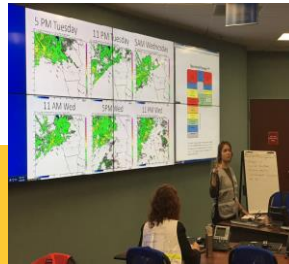
3 DAYS  
AHEAD



SCE Incident  
Management  
Team on Alert

County  
Operational  
Areas informed  
of potential  
activation

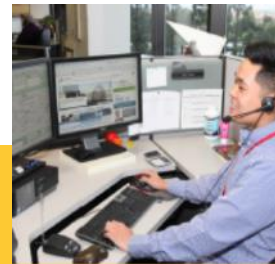
2 DAYS  
AHEAD



SCE Incident  
Management  
Team Activated

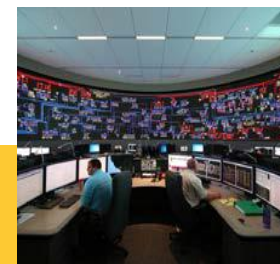
1<sup>st</sup> Notification  
PSPS Possible  
sent to agencies  
and customers

1 DAY  
AHEAD



2<sup>nd</sup>  
Notification  
PSPS  
Possible

POWER  
SHUTOFF



3<sup>rd</sup>  
Notification  
Power Shutoff

POWER  
RESTORATION



4<sup>th</sup>  
Notification  
Power  
Restored  
  
After  
Inspection

**PLANNING AND MONITORING**

**OUTAGE**

\*Erratic or sudden onset of conditions may impact our ability to provide advanced notice to customers.



# Reliability Overview

Energy for What's Ahead<sup>SM</sup>



# What is Reliability?

- In simplest terms:  
*Having dependable electricity when you need it.*
- Outages:
  - Maintenance outages (aka planned outages)
  - Repair outages (aka unplanned outages)
    - Sustained Outage = An outage lasting > **5 minutes**
    - Momentary Outage = An outage lasting  $\leq$  **5 minutes**



**Major Event Day (MED)** : A day in which the daily system SAIDI exceeds a threshold value. For the purposes of calculating daily system SAIDI, any interruption that spans multiple calendar days is accrued to the day on which the interruption began. Statistically, days having a daily system SAIDI greater than a threshold value are days on which the energy delivery system experienced stresses beyond that normally expected (such as severe weather).

# How Do We Measure Reliability?

SAIDI	SAIFI	MAIFI	CAIDI
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<b>SAIDI</b>	=	Total minutes every SCE customer was without power due to sustained outages (CMI)	÷	Total number of customers	“What’s the total time my power service will be unexpectedly interrupted this year?”
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System Average Interruption Duration Index

<b>SAIFI</b>	=	Number of sustained customer outages experienced by all SCE customers (CI)	÷	Total number of customers	“How many times will my power service be unexpectedly interrupted this year?”
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System Average Interruption Frequency Duration Index

<b>CAIDI</b>	=	System Average Interruption Duration Index (SAIDI)	÷	System Average Interruption Frequency Index (SAIFI)	“How long will it take to restore my power after an unexpected interruption?”
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Customer Average Interruption Duration Index

# Cities in the BISHOP District

BENTON PAIUTE TRIBE

BIG PINE

BISHOP

BISHOP PAIUTE TRIBE

BISHOP RESERVATION

BRIDGEPORT PAIUTE INDIAN COLONY

DARWIN

DIXON LANE-MEADOW CREEK

INYO COUNTY

KEELER

MAMMOTH LAKES

MESA

**MONO COUNTY**

ROUND VALLEY

TUOLUMNE DISTRICT 4

WEST BISHOP

WILKERSON

# Reliability by SCE Districts (No Exclusions)

District Name	2014				2015				2016				2017				2018			
	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking	District SAIDI	SAIDI Ranking	District SAIFI	SAIFI Ranking
ANTELOPE VALLEY	51.05	35	0.59	34	104.34	22	0.68	30	107.67	24	0.87	29	103.19	23	0.87	27	55.61	33	0.61	31
ARROWHEAD	193.25	5	1.59	5	362.61	4	3.97	1	659.46	3	2.85	5	816.52	2	3.86	3	68.60	29	1.53	5
BARSTOW	201.53	4	1.34	10	187.11	8	1.17	12	134.83	18	1.35	9	357.47	6	2.65	6	116.70	17	1.37	9
BIG CREEK	920.25	1	1.34	11	422.77	2	3.42	2	1062.01	2	4.99	1	4273.52	1	7.95	2	203.43	6	2.48	1
BISHOP	118.79	17	0.59	35	298.11	6	2.22	4	168.59	8	1.22	14	190.51	10	1.93	9	139.70	12	0.54	32
BLYTHE	707.54	2	2.42	2	427.00	1	1.52	7	396.38	5	2.71	6	684.48	3	2.38	7	277.72	3	1.57	4
CATALINA	97.02	24	4.17	1	42.56	35	2.25	3	65.01	35	3.66	3	70.67	34	0.54	35	141.45	11	2.44	2
COVINA	91.60	27	0.87	22	100.08	23	0.81	25	112.13	22	0.97	24	117.18	20	0.93	23	103.18	18	0.83	22
DOMINGUEZ HILLS	82.30	29	0.71	28	130.63	15	0.97	17	146.38	12	1.11	17	123.60	18	0.83	28	93.37	19	0.85	21
FOOTHILL	93.35	25	0.93	21	109.64	20	0.95	20	142.81	14	1.03	21	110.53	21	1.12	13	117.61	16	0.98	17
FULLERTON	82.23	30	0.72	27	76.59	29	0.67	31	92.72	30	0.76	34	89.29	28	0.68	33	69.45	28	0.52	33
HUNTINGTON BEACH	79.61	31	0.78	25	98.32	25	0.95	19	128.02	20	1.26	12	99.07	26	0.98	21	87.72	24	0.76	25
KERNVILLE	178.69	8	1.99	3	286.38	7	0.96	18	2421.32	1	3.67	2	305.53	7	3.29	4	184.41	7	1.14	10
LONG BEACH	66.33	34	0.61	32	164.46	9	0.89	23	135.16	17	0.86	31	77.17	32	0.71	32	51.48	34	0.44	34
MENIFEE	156.68	11	1.32	12	111.46	19	0.98	16	156.75	9	1.31	10	130.47	16	0.96	22	174.06	8	0.90	19
MONROVIA	133.32	14	1.16	16	96.68	26	0.88	24	116.57	21	0.84	32	105.00	22	0.98	20	243.02	5	1.43	8
MONTEBELLO	158.34	10	1.16	15	150.28	12	1.18	11	133.52	19	1.17	15	123.98	17	0.99	19	160.88	10	1.06	13
ONTARIO	97.91	23	1.00	19	94.04	27	0.74	27	105.07	27	0.93	27	100.43	24	1.13	12	80.04	26	0.72	27
PALM SPRINGS	107.04	20	0.71	29	99.54	24	0.80	26	107.58	25	1.07	19	119.10	19	1.02	17	73.95	27	0.79	24
REDLANDS	154.25	12	1.04	18	124.52	17	1.01	14	137.11	16	0.98	23	142.59	14	1.01	18	88.93	22	0.97	18
RIDGECREST	176.84	9	1.57	6	148.90	13	1.01	15	254.31	6	1.05	20	164.28	11	1.09	14	254.59	4	1.10	11
SADDLEBACK	99.07	22	0.74	26	46.03	34	0.39	35	65.99	34	0.65	35	65.35	35	0.58	34	45.80	35	0.38	35
SAN JOAQUIN	138.25	13	1.17	14	127.50	16	1.05	13	108.44	23	1.09	18	191.66	9	1.34	11	56.23	31	0.68	28
SANTA ANA	91.68	26	0.84	23	67.46	32	0.71	29	97.27	29	1.00	22	81.90	31	0.71	31	122.09	15	0.82	23
SANTA BARBARA	183.78	7	1.38	9	152.37	11	1.52	6	156.66	10	1.41	8	408.43	5	9.21	1	172.90	9	1.02	16
SANTA MONICA	110.76	19	0.99	20	75.41	30	0.62	32	91.08	31	0.95	26	71.89	33	0.71	30	80.24	25	1.04	15
SOUTH BAY	125.28	16	1.39	8	164.07	10	1.31	8	183.90	7	1.88	7	99.19	25	0.93	24	90.63	21	1.09	12
TEHACHAPI	130.70	15	1.29	13	298.96	5	1.21	9	97.29	28	1.13	16	86.51	29	1.05	16	55.99	32	0.67	29
THOUSAND OAKS	104.37	21	1.10	17	106.59	21	0.92	21	143.78	13	1.31	11	151.74	12	1.43	10	1167.54	1	1.48	6
VALENCIA	79.23	32	0.61	33	72.27	31	0.61	33	105.09	26	0.97	25	136.62	15	1.08	15	92.41	20	1.06	14
VENTURA	183.79	6	1.65	4	148.85	14	1.19	10	150.41	11	1.24	13	520.90	4	3.12	5	136.04	13	1.44	7
VICTORVILLE	68.85	33	0.63	31	87.03	28	0.91	22	79.35	33	0.92	28	84.07	30	0.89	26	125.92	14	0.86	20
WHITTIER	87.60	28	0.70	30	114.52	18	0.73	28	137.34	15	0.81	33	148.91	13	0.90	25	87.74	23	0.67	30
WILDOMAR	118.49	18	0.81	24	52.70	33	0.60	34	84.01	32	0.87	30	90.15	27	0.80	29	60.77	30	0.75	26
YUCCA VALLEY	304.25	3	1.49	7	389.08	3	1.80	5	463.68	4	3.39	4	300.33	8	1.96	8	353.83	2	1.94	3
<b>SCE SystemWide</b>	<b>112.10</b>		<b>0.97</b>		<b>114.83</b>		<b>0.92</b>		<b>134.48</b>		<b>1.10</b>		<b>139.73</b>		<b>1.19</b>		<b>136.82</b>		<b>0.87</b>	

\*\*Exclusions\*\* are days which utilities are allowed to remove from their metrics because the outages on those days were caused by a severe acts of nature.

\*\*In the columns showing "Rank," lower numbers indicate poorer performance.

# Overview of Mono District 4

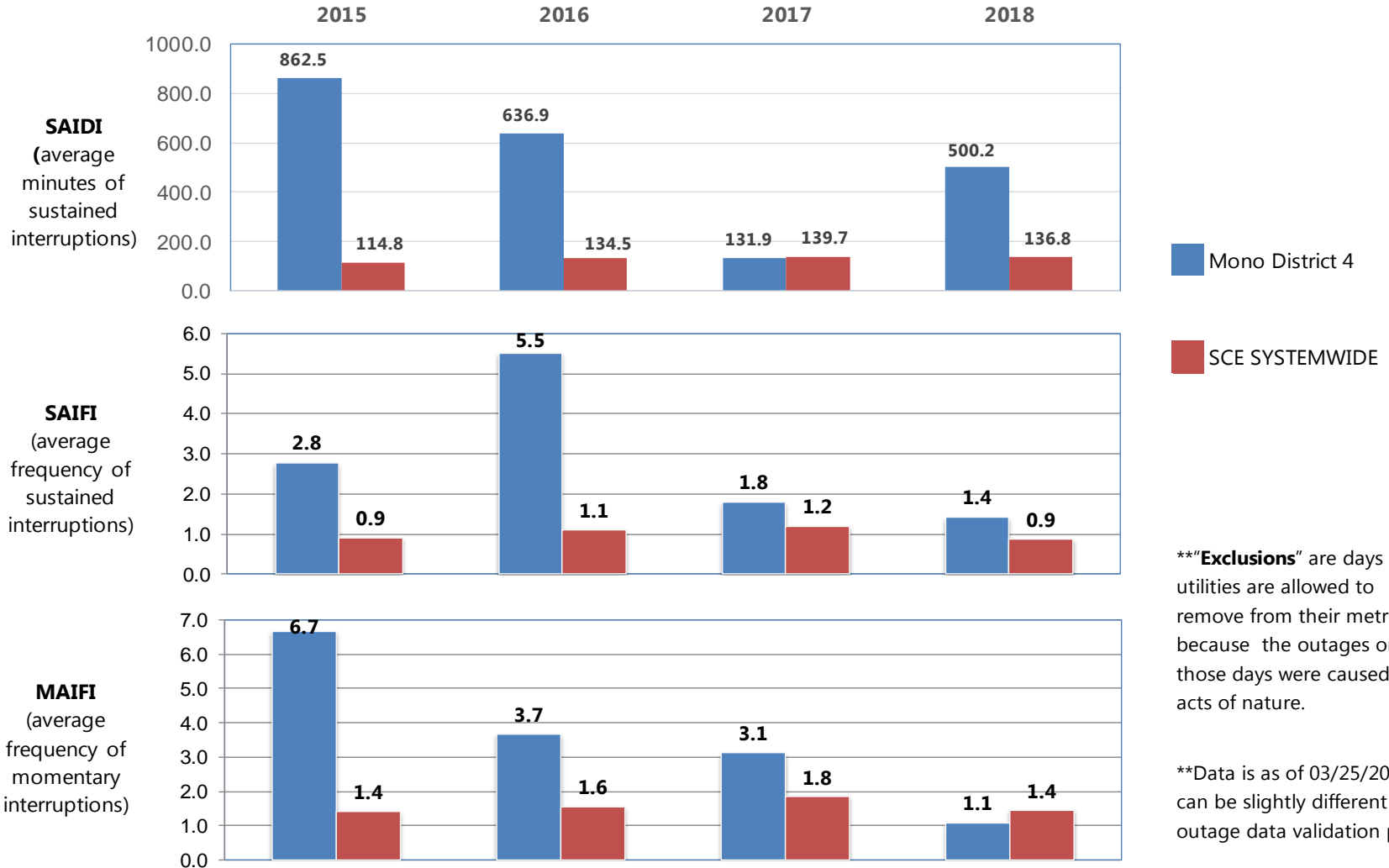
There are 7 circuits that serve Mono District 4

1

Circuit Type	Customers	Circuit Type	Customers	Circuit Type	Customers	Circuit Type	Customers
CONWAY(16KV)	29						
HURLEY(12KV)	841						
PICKLE MEADOWS(16KV)	81						
REVERSE PEAK(12KV)	526						
ROBINSON CREEK(12KV)	254						
STROSNIDER(16KV)	403						
TUFA(16KV)	109						

**Grand Total** 2,243

# Reliability History of Circuits Serving Mono District 4 (No Exclusions)

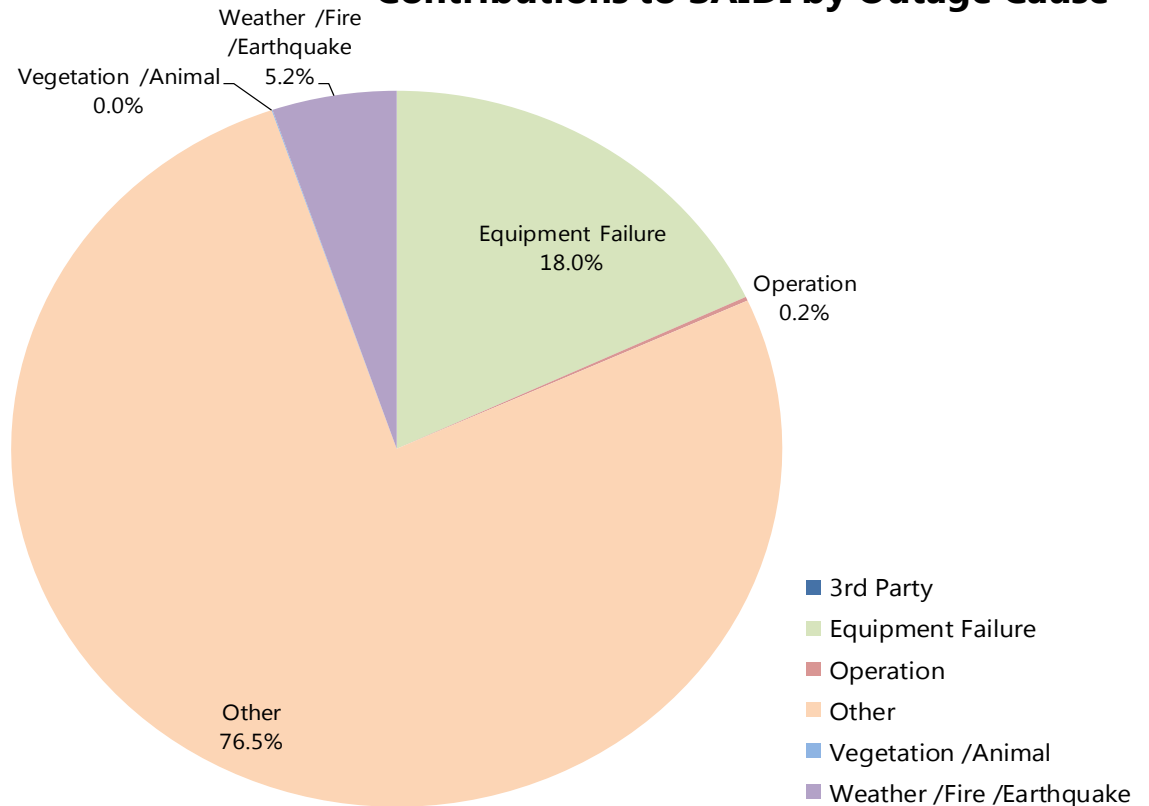


\*\*"Exclusions" are days which utilities are allowed to remove from their metrics because the outages on those days were caused by acts of nature.

\*\*Data is as of 03/25/2019, data can be slightly different due to outage data validation process

## Causes of Repair Outages in Mono District 4 2018

### Contributions to SAIDI by Outage Cause



- **Equipment Failure**  
e.g., in-service failure of transformer, switch, or conductors
- **Vegetation/Animal**  
e.g., tree branch, rodent, or bird causing a short circuit between conductors
- **Other**  
e.g., patrolled but no cause found, PSPS
- **Operations**  
e.g., urgent maintenance w/o 3-day notice
- **3<sup>rd</sup> Party**  
e.g., balloon, car hit pole, dig-in

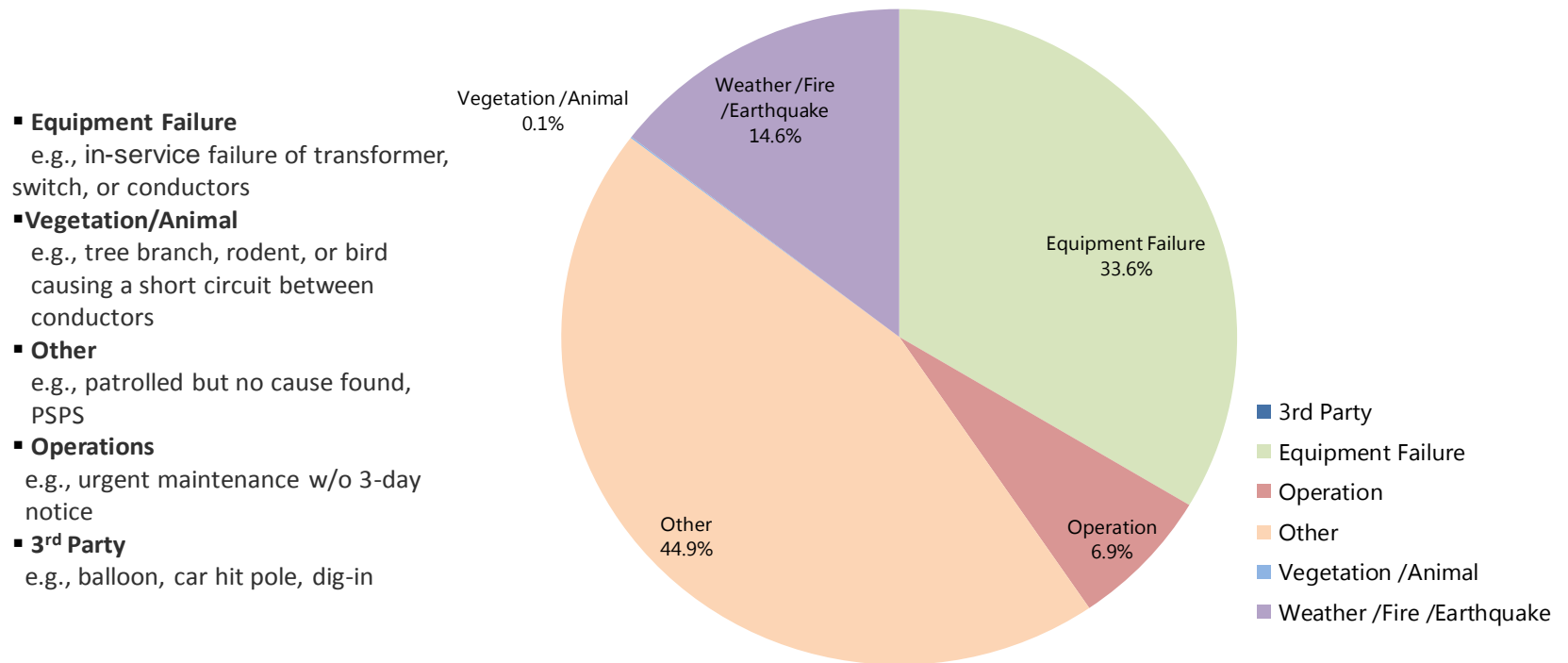
- 3rd Party
- Equipment Failure
- Operation
- Other
- Vegetation /Animal
- Weather /Fire /Earthquake

**SAIDI** = the cumulative amount of time the average customer is interrupted by “sustained” outages each year.



## Causes of Repair Outages in Mono District 4 2018

### Contributions to SAIFI by Outage Cause

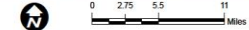


**SAIFI** = the number of times the average customer is interrupted by “sustained” outages each year

# Mono District 4 Unincorporated County Areas 2019 All Circuits

- Unincorporated County Area
- Supervisory District
- Distribution Circuit**
- CHATEAU
- CONWAY
- DYNAMO
- HURLEY
- PICKLE MEADOWS
- REVERSE PEAK
- ROBINSON CREEK
- SHI
- STROGENDER
- TROUT
- TUFA

**Disclaimer:** This report is intended solely for informational purposes. The information included is reflective as of January 1, 2019 and is subject to change without further notice.



Date: 4/12/2019  
File Name: Mono District 4\_AC.mxd  
Version #: 1  
Created By:  
Real Properties Geospatial Analysis

Features depicted herein are planning level analytics and intended for informational purposes only. Distances and locations may be distorted at this scale. Always consult with the proper legal documents or agencies regarding such features. Real Properties Department.

Source: Base: Contour: Contour data file reflect National Geographic's current map policy. Source: National Geographic, Esri, DeLorme, NAVTEQ, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, iFormant P Corp.

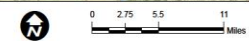




# Mono District 4 Unincorporated County Areas 2019 Capital Improvement Plan

- Unincorporated County Area
- Supervisory District
- Replacement/Equipment Upgrade**
  - Electrical Equipment Replacement
  - Grid Modernization
  - Pole Replacement
- Other Work**
  - Circuit Public Safety Upgrade
  - Circuit Rebuild
  - Circuit Reliability Upgrade
- Replacement/Equipment Upgrade (Transmission)**
  - Pole Replacement
- Other Work (Transmission)**
  - Circuit Reliability Upgrade

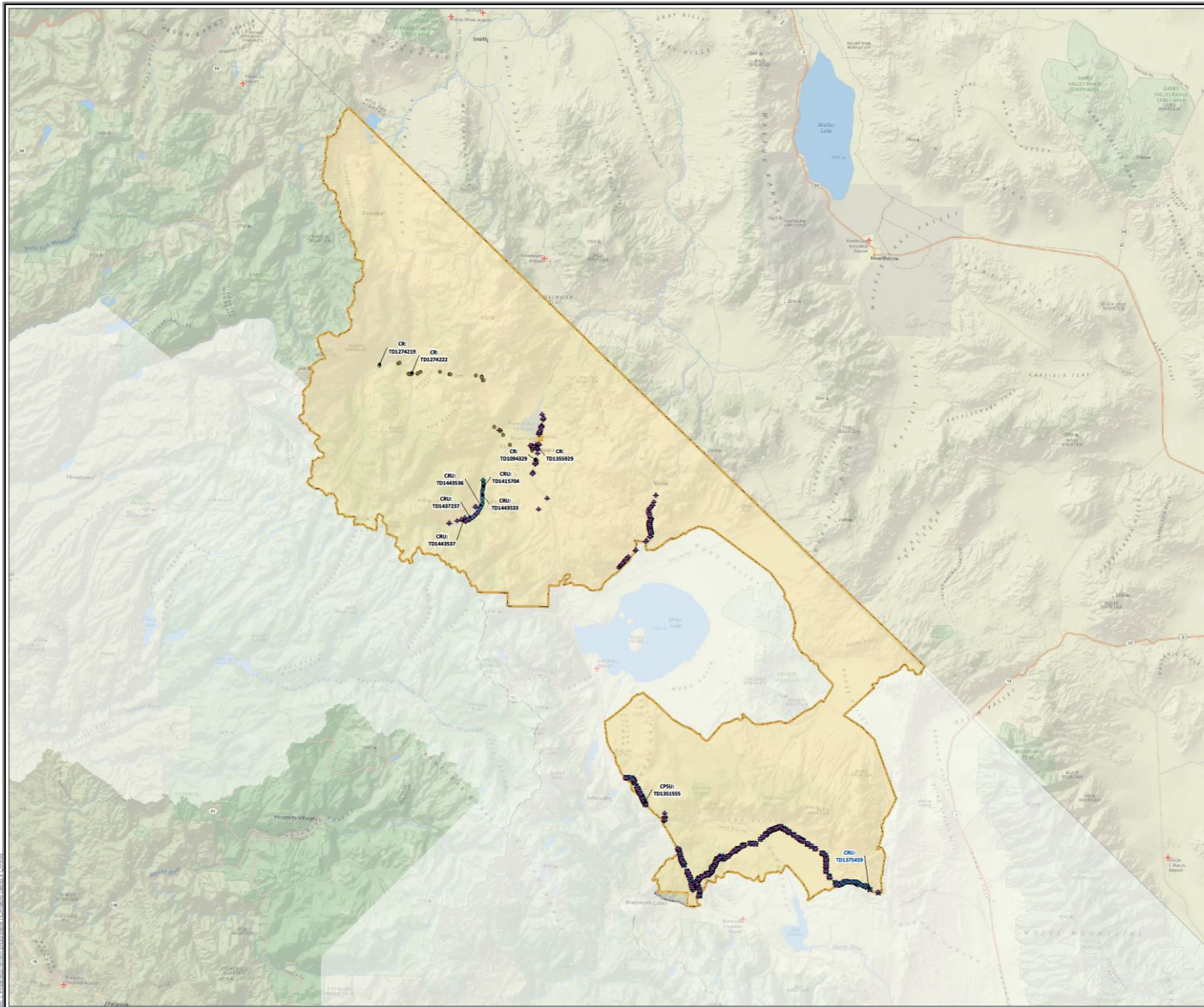
*Disclaimer: This report is intended solely for informational purposes. The information included is reflective as of January 1, 2019 and is subject to change without further notice.*



Date: 4/19/2019  
File Name: Mono District 4\_CIP.mxd  
Version #: 1  
Created By:  
Real Properties Geospatial Analysis

Features depicted herein are planning level annotations and intended for informational purposes only. Distances and locations may be distorted at this scale. Always consult with the proper legal documents or agencies regarding such features. Real Properties Department

Source: Layer Credits: Content that we reflect National Geographic's current map policy. Source: National Geographic, Esri, DeLorme, NAVTEQ, UNEP/WCMC, USGS, NASA, ESA, METI, NRCAR, GEBCO, NOAA, iSwarm™ P Corp.



# Back-up Slides

**Reliability Histories of Circuits Serving Mono District 4**

**Updated through Dec 2018**

## Average Reliability of 7 Circuits Serving Mono District 4

	2015			2016			2017			1st Qtr 2018			2nd Qtr 2018			3rd Qtr 2018			4th Qtr 2018			2018		
	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI
<b>7 Circuits Serving Mono District 4 -- Total</b>																								
<b>Customers: 2,243</b>	<b>862.5</b>	<b>2.8</b>	<b>6.7</b>	<b>636.9</b>	<b>5.5</b>	<b>3.7</b>	<b>131.9</b>	<b>1.8</b>	<b>3.1</b>	<b>288.7</b>	<b>0.7</b>	<b>0.2</b>	<b>46.1</b>	<b>0.1</b>	<b>0.0</b>	<b>1.4</b>	<b>0.1</b>	<b>-</b>	<b>163.9</b>	<b>0.6</b>	<b>0.8</b>	<b>500.2</b>	<b>1.4</b>	<b>1.1</b>
3rd Party	-	-	-	0%	0%	-	5%	20%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	7%	8%	-	7%	5%	-	28%	22%	8%	11%	44%	30%	100%	99%	-	63%	9%	-	8%	18%	12%	18%	34%	15%
Operation	6%	26%	7%	6%	35%	4%	17%	8%	-	-	-	-	-	-	-	-	-	-	1%	16%	-	0%	7%	-
Other	14%	43%	92%	73%	56%	95%	40%	33%	81%	80%	27%	40%	-	-	77%	34%	90%	-	92%	65%	87%	77%	45%	76%
Vegetation/Animal	-	-	1%	-	-	-	-	-	4%	-	-	-	0%	1%	23%	3%	1%	-	-	-	-	0%	0%	1%
Weather/Fire/Earthquake	72%	24%	0%	14%	4%	1%	10%	16%	7%	9%	29%	30%	-	-	-	-	-	-	-	-	1%	5%	15%	8%
<b>SCE SYSTEMWIDE</b>	<b>114.8</b>	<b>0.9</b>	<b>1.4</b>	<b>134.5</b>	<b>1.1</b>	<b>1.6</b>	<b>139.7</b>	<b>1.2</b>	<b>1.8</b>	<b>19.7</b>	<b>0.2</b>	<b>0.3</b>	<b>16.7</b>	<b>0.2</b>	<b>0.4</b>	<b>28.4</b>	<b>0.2</b>	<b>0.3</b>	<b>72.0</b>	<b>0.3</b>	<b>0.4</b>	<b>136.8</b>	<b>0.9</b>	<b>1.4</b>

### Notes:

No outages are excluded from the metrics.

### Outage Causes:

Other: e.g., patrolled but no cause could be found

Operations: e.g., urgent maintenance w/o 3-day notice to customers

3<sup>rd</sup> Party: e.g., balloons, car hit pole, dig-in

Vegetation/Animal: e.g., tree branch, rodent, or bird causing short circuit across conductors

SAIDI (minutes) = the cumulative amount of time the average customer is interrupted by “sustained” (longer than 5 minutes) outages.

SAIFI (interruptions) = the number of times the average customer is interrupted by “sustained” outages.

MAIFI (interruptions) = the number of times the average customer is interrupted by “momentary ” (lasting 5 minutes or less) outages.

# Reliability Histories for Individual Circuits Serving Mono District 4 - 1 of 2

	2015			2016			2017			1st Qtr 2018			2nd Qtr 2018			3rd Qtr 2018			4th Qtr 2018			2018		
	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI
<b>CONWAY(16KV) - Customers: 29</b>	<b>1806.4</b>	<b>2.0</b>	<b>13.3</b>	<b>1426.1</b>	<b>11.7</b>	<b>7.0</b>	<b>862.0</b>	<b>1.3</b>	<b>1.4</b>	-	-	-	-	-	-	-	-	<b>1.0</b>	-	-	<b>1.0</b>	-	-	-
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	-	-	-	100%	100%	26%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operation	-	-	8%	2%	26%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	1%	50%	92%	81%	71%	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vegetation/Animal	-	-	-	-	-	-	-	-	74%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	99%	50%	-	17%	3%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	100%
<b>HURLEY(12KV) - Customers: 841</b>	<b>435.9</b>	<b>2.3</b>	<b>0.1</b>	<b>168.0</b>	<b>1.0</b>	<b>0.0</b>	<b>76.0</b>	<b>3.0</b>	<b>0.0</b>	-	-	-	<b>1.4</b>	<b>0.0</b>	-	<b>0.1</b>	<b>0.0</b>	-	-	-	-	<b>1.5</b>	<b>0.0</b>	-
3rd Party	-	-	-	-	-	-	23%	32%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	28%	16%	-	-	-	-	29%	32%	-	-	-	-	100%	100%	-	-	-	-	-	-	-	93%	89%	-
Operation	7%	43%	-	-	-	-	30%	4%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	66%	41%	100%	100%	100%	100%	18%	32%	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	100%	-	-	-	-	7%	11%	-
Weather/Fire/Earthquake	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>PICKLE MEADOWS(16KV) - Customers: 81</b>	<b>2536.4</b>	<b>4.1</b>	<b>13.8</b>	<b>957.2</b>	<b>8.8</b>	<b>8.9</b>	-	-	-	<b>11.1</b>	<b>0.0</b>	-	<b>3.8</b>	<b>0.0</b>	<b>1.3</b>	-	-	-	-	-	<b>2.0</b>	<b>14.8</b>	<b>0.0</b>	<b>3.3</b>
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	0%	0%	-	-	-	-	8%	50%	-	-	-	-	-	-	-	-	-	-	6%	33%	-
Operation	25%	25%	7%	3%	34%	3%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	2%	26%	93%	97%	65%	97%	-	-	-	92%	50%	-	-	-	77%	-	-	-	-	-	100%	69%	33%	91%
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	100%	100%	23%	-	-	-	-	-	-	25%	33%	9%
Weather/Fire/Earthquake	72%	49%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>REVERSE PEAK(12KV) - Customers: 526</b>	<b>119.8</b>	<b>3.1</b>	<b>6.7</b>	<b>746.1</b>	<b>7.3</b>	<b>1.3</b>	<b>49.2</b>	<b>1.0</b>	<b>7.0</b>	<b>248.4</b>	<b>2.2</b>	<b>0.6</b>	-	-	-	<b>3.7</b>	<b>0.0</b>	-	<b>9.9</b>	<b>0.0</b>	-	<b>262.1</b>	<b>2.2</b>	<b>0.6</b>
3rd Party	-	-	-	0%	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	23%	14%	-	-	-	14%	49%	58%	50%	-	-	-	100%	100%	-	100%	100%	-	52%	59%	50%
Operation	77%	41%	15%	16%	44%	43%	1%	1%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	23%	59%	85%	12%	28%	43%	-	-	86%	6%	2%	0%	-	-	-	-	-	-	-	-	-	6%	2%	0%
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	49%	14%	14%	99%	99%	-	45%	40%	50%	-	-	-	-	-	-	-	-	-	42%	39%	50%

# Reliability Histories for Individual Circuits Serving Mono District 4 - 2 of 2

	2015			2016			2017			1st Qtr 2018			2nd Qtr 2018			3rd Qtr 2018			4th Qtr 2018			2018		
	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI
<b>ROBINSON CREEK(12KV) - Customers: 254</b>	<b>1741.9</b>	<b>3.0</b>	<b>14.7</b>	<b>1006.4</b>	<b>8.9</b>	<b>8.8</b>	<b>120.7</b>	<b>0.8</b>	<b>8.5</b>	<b>2038.9</b>	<b>1.7</b>	<b>0.8</b>	-	-	-	-	-	-	<b>1446.1</b>	<b>5.4</b>	<b>6.5</b>	<b>3485.0</b>	<b>7.1</b>	<b>7.3</b>
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6%	18%	13%	3%	14%	12%
Operation	-	-	7%	3%	34%	-	100%	100%	-	-	-	-	-	-	-	-	-	-	1%	16%	-	0%	13%	-
Other	1%	34%	93%	97%	66%	100%	-	-	100%	100%	100%	100%	-	-	-	-	-	-	93%	66%	87%	97%	74%	88%
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	99%	66%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>STROSNIDER(16KV) - Customers: 403</b>	<b>2043.2</b>	<b>3.4</b>	<b>11.2</b>	<b>910.5</b>	<b>8.6</b>	<b>8.8</b>	<b>255.7</b>	<b>1.3</b>	<b>1.4</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3rd Party	-	-	-	-	-	-	1%	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	5%	12%	-	1%	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operation	-	-	0%	3%	35%	-	0%	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	1%	29%	96%	96%	65%	100%	99%	100%	71%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vegetation/Animal	-	-	4%	-	-	-	-	-	29%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	95%	59%	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TUFA(16KV) - Customers: 109</b>	<b>17.5</b>	<b>1.0</b>	<b>15.0</b>	<b>1444.1</b>	<b>9.0</b>	<b>8.0</b>	<b>446.3</b>	<b>1.7</b>	<b>5.0</b>	<b>40.8</b>	<b>0.2</b>	-	<b>954.1</b>	<b>1.0</b>	-	<b>10.0</b>	<b>1.0</b>	-	-	-	-	<b>1004.9</b>	<b>2.2</b>	-
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	7%	1%	-	81%	28%	-	100%	100%	-	100%	100%	-	-	-	-	-	-	-	99%	54%	-
Operation	-	-	7%	2%	33%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	100%	100%	93%	91%	66%	100%	12%	14%	-	-	-	-	-	-	-	100%	100%	-	-	-	-	1%	46%	-
Vegetation/Animal	-	-	-	-	-	-	-	-	20%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	0%	-	-	-	7%	58%	80%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**TIME REQUIRED**

**SUBJECT** Agricultural Commissioner's Office  
Department Update July 2019

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Scheereen Dedman

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Report</a>

**History**

Time	Who	Approval
7/5/2019 3:01 PM	County Administrative Office	Yes
7/5/2019 2:50 PM	County Counsel	Yes
7/5/2019 3:33 PM	Finance	Yes





## DEPARTMENT REPORT

July 2019

### Agriculture

The California Department of Food and Agriculture (CDFA) released [emergency industrial hemp regulations](#) relating to sampling, testing, abatement, and enforcement on May 31. A lot of concern has been voiced over potential deficiencies in the emergency regulations. [SB 153](#) (Wilk) has been introduced and contains draft language that seeks to fix many of the deficiencies noted in the current regulations and proposed regulations, including the “Established Agricultural Research Institution” loophole. The California Agricultural Commissioner and Sealer’s Association continues to work with CDFA on our concerns.

The California Department of Pesticide Regulation (CDPR) released a [report](#) on pesticide use in 2017. The report found that total pesticide use continues to decline. Pesticides included in that decrease included those known to contaminate groundwater and air, as well as known carcinogenic pesticides. Additionally, the use of biopesticides, which are generally safer than synthetic pesticides, increased in 2017.

On the local front, our office has been approved to proctor online state inspector/biologist exams again. This is great news because it allows our inspectors, as well as other interested area residents, to take the state license exams on a schedule that fits them rather than waiting for the quarterly written exam periods.

Crews have also been out deploying insect traps for Gypsy moth and Japanese beetle. The cool weather and late snowstorms have hampered our ability to get these traps out in the higher elevation campgrounds. During a typical year, there are over 120 traps deployed within Inyo and Mono Counties.

### Weights and Measures

Staff has been working on retail fuel meter testing and small scale testing. In addition to these regular inspections, we recently inspected the scales at the fairgrounds in anticipation of the Junior Livestock Auction.

### Mosquito Abatement

Our mosquito control crews continue to battle with variable water issues on the river and massive amounts of water spreading from creeks. Currently, we are dealing with high flows out of Tinemaha Reservoir (600+ cfs!) and higher than normal flows in the lower Owens River. ALL irrigation in the Owens Valley is on and will remain on for the foreseeable future. July will continue to be a difficult month as temperatures rise speeding up mosquito life cycles, resulting in new generations of mosquitoes emerging over shorter periods.

We are beginning to receive complaints from the public and are responding as fast as we can while still preparing for the Independence Day holiday. Traps are being deployed in addition to our regular



Massive water spreading

trapping so that we can assess where fogging may need to occur. As a reminder, we continue to issue a weekly report on activities which is available to the public on our website.

Our mosquito program is happy to welcome back former seasonal employee Gabriel Mesquitez into our full-time Mosquito Tech position!



### Invasive Plant Management

The invasive plant management program continues to have issues recruiting seasonal employees. To mitigate this somewhat, we moved one of the OVMAP seasonals to the weed program this month. Moving this employee does not affect the number of employees doing mosquito control work with the onboarding of one new full-time technician at OVMAP.

Invasive plant crews recently conducted an inspection of over 200 acres of hay in the Antelope Valley for North American Invasive Species Management Association weed-free certification. Crews were back in the Antelope Valley Area at the end of June working on management of highly invasive plant species. This is a part of a grant from the US Forest Service ended July 1, meant to control invasive plants near US Forest Service lands. Other areas covered by the agreement included Aspendedell, Long Valley, Swall Meadows, and Mammoth Lakes.

Both the mosquito abatement as well as the invasive plant management programs are excited to welcome Alexandra Barbella to their ranks as the new Project Coordinator!

### Inyo County Commercial Cannabis Permit Office

The application window for licenses remains open during July and ends on August 9. So far, we have received only one application. This is not unexpected, as during the previous license application window we received only 3 early applications and 35 on the last day. We have also continued to receive renewal payments for licenses already issued.

The state budget includes a provision to extend state temporary and provisional licenses, and even reopen temporary licensing. This proposal is being opposed by environmental groups as temporary and provisional licensing does not require CEQA compliance.

CalCannabis is reporting that as of last month they had issued 201 annual licenses. CalCannabis only issues licenses for cultivation. 620 licenses are awaiting payment, and 3,006 are still in line for review. The agency is also working on laws for cannabis appellations similar to those used in wine-producing areas.

### July 2019 Calendar

July 1

CACASA Finance Committee Meeting  
(Webinar)

July 4

Independence Day  
Office Closed

July 9

Inyo Board of Supervisors  
OVMAP Assessment Hearing  
(Independence)



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**Departments: Community Development - Planning**

**TIME REQUIRED** 45 minutes

**PERSONS APPEARING BEFORE THE BOARD** Bentley Regehr

**SUBJECT** Cannabis Operation Permit 19-003 -  
Tioga Green

**AGENDA DESCRIPTION:**

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

Consider and potentially approve Cannabis Operation Permit 19-003 (Tioga Green), an adult-use commercial cannabis microbusiness operation located at 51005 Highway 395, Lee Vining, APN #021-080-022.

**RECOMMENDED ACTION:**

1. Find that the project qualifies as a Categorical Exemption under CEQA guidelines section 15303 and direct staff to file a Notice of Exemption. 2. Make the findings contained in the staff report and approve Cannabis Operation Permit 19-003 (subject to conditions) as recommended, or with desired modifications.

**FISCAL IMPACT:**

The proposed project will generate an incremental increase in cannabis taxes.

**CONTACT NAME:** Bentley Regehr

**PHONE/EMAIL:** x4602 / bregehr@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report and Attachments</a>
<input type="checkbox"/> <a href="#">Public Comment Letters</a>
<input type="checkbox"/> <a href="#">Tioga Green Packet</a>

**History**

Time

Who

Approval

7/5/2019 3:01 PM	County Administrative Office	Yes
7/5/2019 2:51 PM	County Counsel	Yes
7/5/2019 3:33 PM	Finance	Yes

# Mono County Community Development Department

---

P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
commdev@mono.ca.gov

## Planning Division

P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**REVISED (changes in red)**

May 16, 2019

To: Mono County Planning Commission  
From: Bentley Regehr, Planning Analyst  
Re: Use Permit 19-006 / Tioga Green Cannabis Retail

### Recommendation

It is recommended the Planning Commission take the following actions:

1. Revoke Use Permit 34-06-05 for a drive-through restaurant;
2. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15303 and instruct staff to file a Notice of Exemption;
3. Make the required findings as contained in the project staff report; and
4. Approve Use Permit 19-006 subject to Conditions of Approval.

### Project Overview

The project proposes to convert an existing vacant 690-square foot building into a commercial cannabis retail use. The proposal is located at 51005 Highway 395 south of the Lee Vining commercial core and gains access from Utility Road. Modifications to the property include interior remodeling of the existing structure, the addition of a storage shed, new signage, and paving and lighting for the parking area.

All applications for commercial cannabis activity must be approved through a Conditional Use Permit (CUP) process. A CUP for retail cannabis must demonstrate adequate plans for site control, setbacks, odor control, signage, visual screening, lighting, parking, and noise.

The parcel was previously approved for a drive-through restaurant via Use Permit 34-06-05. All conditions and approvals related to Use Permit 34-06-05 are to be revoked with the approval of Use Permit 19-006.

The project qualifies for a Class 3 CEQA exemption (CEQA Guidelines, 15303), as it involves the conversion of a small structure without expansion of the building footprint.

### Project Setting

The project is located at 51005 Highway 395 (APN 021-080-022) in Lee Vining. The majority of parcels along the Highway 395 corridor through Lee Vining are designated commercial. The

land immediately surrounding the parcel is owned by Southern California Edison, including the power facility directly across Highway 395. The nearest residential land use designation is over 2,000 feet away. Access to the business is gained off Utility Road.

**Figure 1: Location of parcel, 51005 Highway 395, Lee Vining**



*Parcel location highlighted in blue*

**Figure 2: Project location and surrounding land use designations**

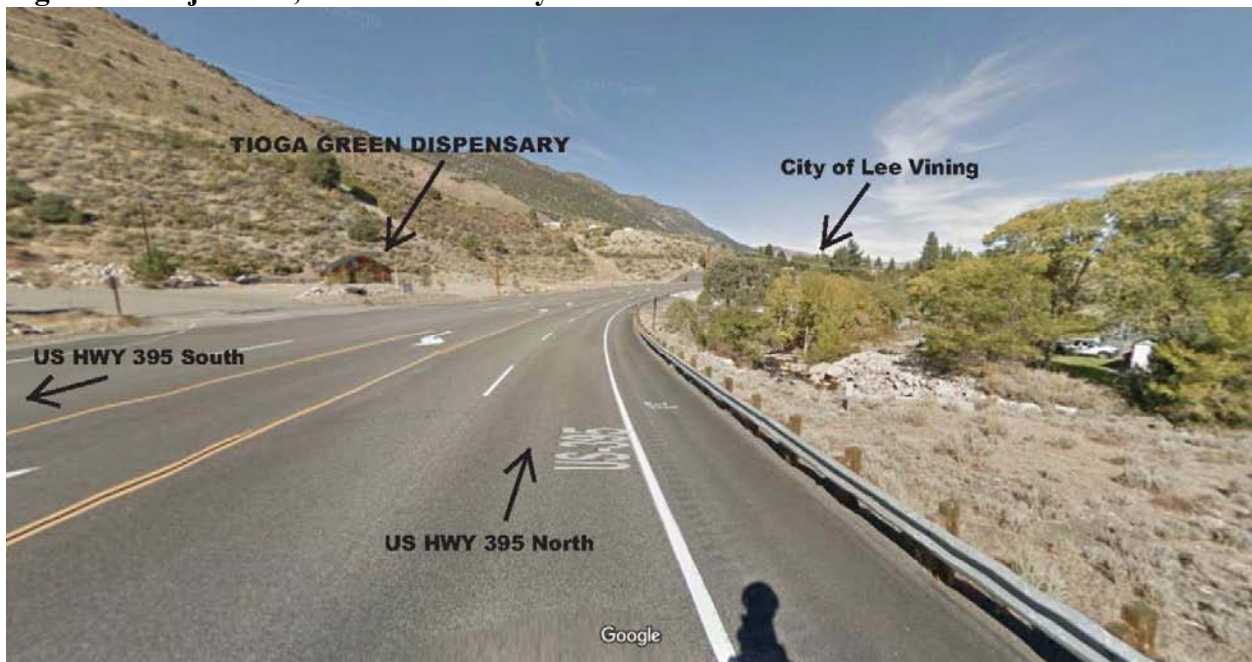




**Figure 3: Existing structure, looking south**



**Figure 4: Project site, viewed from Hwy 395 North**



**Figure 5: Project site, as viewed from Hwy 395 South**



## **General Plan Consistency**

The General Plan Land Use Designation for this property is Commercial (C). According to the Mono County General Plan, “the ‘C’ designation is intended to provide for a wide range of uses and service for the resident and visitor including retail, business and professional uses and services in community areas...” Permitted uses subject to a use permit under the Commercial land use designation include retail trade, services, and business services. The proposed development is also consistent with Mono Basin Community Plan policies contained in the Mono County General Plan Land Use Element.

## **Mono County Land Use Element, Countywide Land Use Policies**

**Objective 1.L:** Provide for commercial cannabis activities in Mono County in a way that protects public health, safety, and welfare while also taking advantage of new business and economic development activities.

Policy 1.L.3: Avoid, reduce, and prevent potential issues specific to commercial cannabis activities that may adversely affect communities.

Policy 1.L.4: In recognition of the potential economic benefits of this new industry, encourage the responsible establishment and operation of commercial cannabis activities.

The Use Permit and Operation Permit processes evaluate and attempt to reduce potential issues specific to cannabis. A responsible cannabis establishment has the potential to enhance and diversify the Lee Vining economy.

**Objective D:** Provide for commercial development to serve both residents and visitors.

Policy 1: Concentrate commercial development within existing communities.



**Action 1.1:** Designate a sufficient amount of commercial land within communities to serve the needs of residents and visitors.

The proposal provides a commercial operation unique to the Mono Basin planning area that serves both residents and visitors. The project is located within close proximity to the Lee Vining commercial core.

## **Mono Basin Community Plan**

**Goal 2:** Grow a sustainable local economy with diverse job opportunities that offers year-round employment and wages that reflect the cost of living in the area.

**Objective A:** Plan for a diversified, sustainable economy.

Policy 1: Achieve a more-diversified economy and employment base consistent with the small-town, rural nature of the Mono Basin.

**Objective C:** Diversify the existing economic base and employment opportunities to achieve a more sustainable economy.

Policy 2: Encourage and support new business development and entrepreneurial efforts that contribute to a mix of uses and services, and a wider range of employment opportunities.

Policy 5: Support the revitalization of Main Street.

**Action 5.2:** Explore options for encouraging and facilitating the use of vacant commercial space for new businesses.

Policy 7: Encourage businesses and services to remain open year round

The proposal takes advantage of an existing vacant commercial space along the Lee Vining Main Street corridor. The project contributes to a more diverse economy for the Mono Basin and offers additional year-round employment.

## **Use Permit Findings**

In accordance with Mono County General Plan, Chapter 32, Processing-Use Permits, the Planning Commission may issue a Use Permit after making certain findings.

Section 32.010, Required Findings:

1. *All applicable provisions of the Mono County General Plan are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features because:*
  - a) Cannabis retail is permitted in commercial designations, subject to Use Permit under Chapter 13, Cannabis Regulations.

- b) Adequate site area exists for the proposed use. The project proposes no physical expansion of the main structure and the addition of a 10' x 10' shed does not restrict use of the property. The shed meets all setback requirements.
  - c) The site provides adequate parking. The retail area requires one space for every 200 square feet of gross leasable area and warehouse space requires one space for every 1,000 square feet of gross floor area. The retail area does not exceed 400 square feet and storage does not exceed 1,000 square feet, meaning at least three spaces and a loading area is required. As shown on the site plan (see Attachment 1), the project proposes four spaces, including one ADA space, and a loading area. Improvements to the existing parking area include paving, lighting, and the addition of a curb-feature to ensure all stormwater drains to the on-site detention basin.
  - d) The location of the proposed project is consistent with the Mono Basin Community Plan's intent of concentrating resident- and visitor-oriented services in close proximity to the Lee Vining commercial core.
2. *The site for the proposed use related to streets and highways is adequate in width and type to carry the quantity and kind of traffic generated by the proposed use because:*
- a) The parcel is accessed by Utility Road and is adequate for the kind of traffic generated by the proposed use. Parking is sufficient for employees and visitors.
  - b) All construction will occur within the parcel boundaries and will not interfere with the Highway 395 right of way.
3. *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located because:*
- a) The proposed use is not expected to cause significant environmental impacts. There will be no expansion of the existing building. Paving and the addition of a storage shed will occur on previously disturbed areas.
  - b) The proposed project is a conforming use according to the Mono County General Plan's Land Use Element. The use permit process provides the public the opportunity to comment on the proposal. Public noticing was provided in The Mammoth Times and The Sheet (see attachment 2) and mailed to property owners within 300 feet of the site. No comments have been received.
4. *The proposed use is consistent with the map and text of the Mono County General Plan because:*
- a) Retail cannabis operations are permitted in commercial land use designations, given they meet the criteria set forth by Chapter 13, MCC 5.60, and state licensing.
  - b) The project is located within the Mono Basin Planning Area. The Mono Basin Community Plan encourages providing a wide range of commercial uses and services for residents and visitors. The project provides an unfilled service for residents and visitors of Lee Vining.

## Compliance with Mono County General Plan Chapter 13, Cannabis Regulations

In addition to General Plan policies and regulations, commercial cannabis activities shall comply with Chapter 13. The following general standards and requirements apply to all commercial cannabis activities permitted in the county:

### 13.070.C. Site control

*No commercial cannabis activity shall be allowed within six hundred (600) feet of schools providing instruction to kindergarten or any grades 1 through 12, day care or youth centers, parks, ballfields, playgrounds, libraries, community centers, and licensed child care facilities.*

None of the above-mentioned facilities are located within 600 feet of the site. Lee Vining Elementary is approximately 1,400 feet from the project site. Lee Vining High School, Library, and Community Center are all at least 3,000 feet from the site.

**Figure 6: 600 ft. radius around project location**



### **13.070.D. Setbacks**

*All commercial cannabis activities shall meet existing setbacks established in General Plan Chapter 4 – Land Use Designations and 4.120 Yards and Setbacks.*

The structure currently meets setback standards for commercial designations (10' front, 5' rear, 0' side) and the proposal does not include expansion of the building footprint (see attachment 1: site plan). The proposed storage shed also meets setback standards.

Freestanding signs will, at a minimum, meet the five-foot required setback. Sign setbacks will likely be greater to accommodate snow removal services.

### **13.070.E. Odor control**

*An odor mitigation plan is required to demonstrate that odors generated by the commercial cannabis activity shall not unreasonably impact adjacent properties and uses, or that odor mitigation measures are not applicable due to lack of cannabis-related odor generation, location or siting, design features, or other factors.*

The project is for retail only with no associated growing operation. The store will only sell pre-packaged products from licensed distributors. Consumption of products, including smoking or use of vaporized concentrated products is prohibited on-site. Odor mitigation measures are not applicable due to lack of cannabis-related odor generation.

### **13.070.F. Signage**

*A Sign Plan shall be required to demonstrate compliance with General Plan Land Development Regulations, Chapter 4.190 Signs, and Chapter 7 Signs.*

The project proposes the addition of two signs – one attached to the building and one freestanding at the property line located along Highway 395. All signs will be 25 square feet, be constructed out of wood, and have the same design (Figure 9). Attached signs may occupy one square foot for each two lineal feet of business frontage upon which the sign is located (General Plan, 07.030.A.). With a business frontage of 190 feet, the building is allowed as sign of up to 95 square feet.

The freestanding sign will be located along Highway 395 and be placed in a 'V' configuration. Freestanding signs may occupy one square foot for every three lineal feet of street frontage (General Plan, 07.030.C.), meaning the combined area of the freestanding signs may not exceed 95 square feet. Also, in accordance with 07.030.C., the signs will not exceed 20 feet in height and will have a minimum setback of five feet.



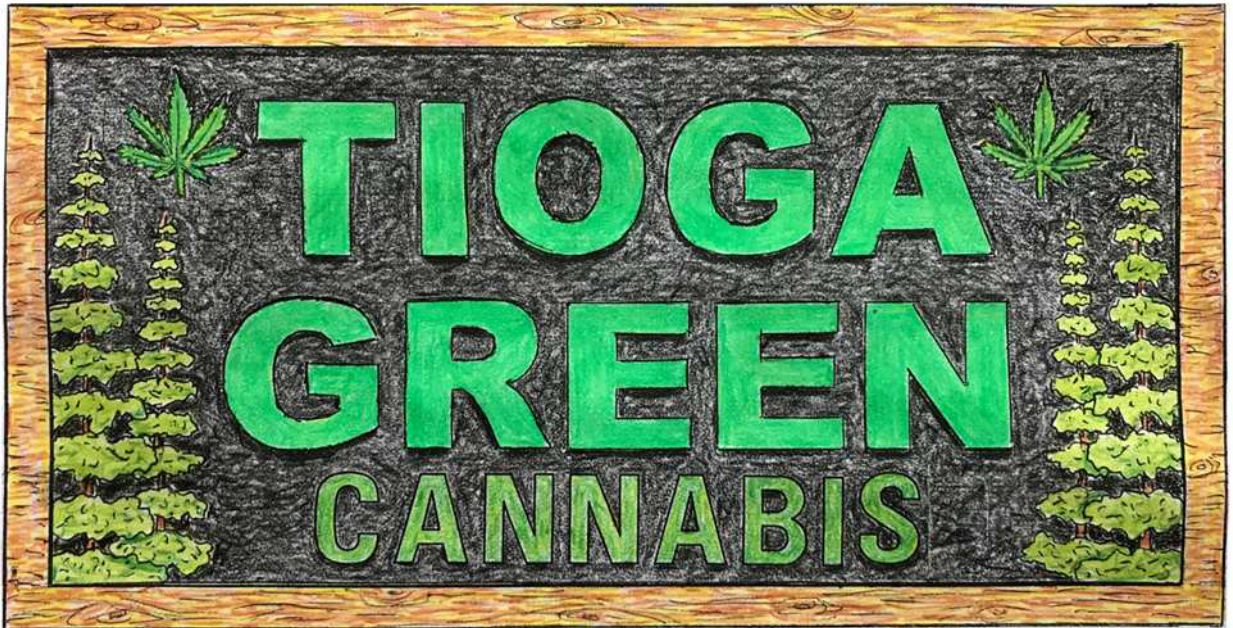
**Figure 7: Proposed location of freestanding sign**



**Figure 8: Location and approximate size of proposed attached sign.**



**Figure 9: Proposed sign design. All three signs are 25 square feet each and have the same design.**



### **13.070.G. Visual screening**

*All Cannabis, Cannabis Products and Cannabis Accessories shall be screened from view from a public right of way to the best of the Permittee's ability.*

The proposal states that the interior layout will not allow for any cannabis products to be visible from the street and no cannabis products will be placed in the existing display window.

### **13.070.H. Lighting**

*All commercial cannabis activities shall comply with General Plan Land Use Element Chapter 23 – Dark Sky Regulations regardless of activity type or Premise location.*

Lighting for Tioga Green will conform with Chapter 23, Dark Sky Regulations. The project will install directional lighting with shielding for signage, walkways, and the building exterior. Lighting is shown in the attached site plan (Attachment 1).

### **13.070.I. Parking**

*A Parking Plan depicting availability and requirements for parking shall be submitted. The Plan shall demonstrate the provision of adequate on-site parking for all employees and allow for loading and unloading.*

The site provides adequate parking (see Attachment 1: Site Plan). The retail area requires one space for every 200 square feet of gross leasable area and warehouse space requires one space for every 1,000 square feet of gross floor area. The retail area does not exceed 400 square feet and storage does not exceed 1,000 square feet, meaning at least three spaces and a loading area is required. The project proposes **four spaces**, including **one** ADA space, and a loading area. Improvements to the existing parking area include paving, lighting, and the addition of a curb-feature to ensure all stormwater drains to the on-site detention basin.

**13.070.J. Noise**

*Noise generation shall comply with the Mono County General Plan Noise Element and Mono County Code, Chapter 10.16.*

The project is not expected to generate noise beyond that of similar commercial operations in the Lee Vining commercial core.

**Environmental Review**

The project qualifies for a categorical exemption from the provisions of CEQA as the project is considered a Class 3 – Conversion of Small Structure (CEQA Guidelines, 15303). A Class 3 exemption consists of construction and location of limited number of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. Class 3 categorical exemptions specifically include stores, motels, offices, restaurants or similar structures not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. The project proposes no expansion to the building footprint or modifications to the exterior of the structure. The retail use is consistent with current and historical uses for the property.

**Attachments**

Attachment 1 – Site Plan

Attachment 2 – Noticing



**MONO COUNTY**  
**Planning Division**

**DRAFT NOTICE OF DECISION & USE PERMIT**

**USE PERMIT:** 19-006

**APPLICANT:** Cory Zila

**ASSESSOR PARCEL NUMBER:** 021-080-022

**PROJECT TITLE:** Tioga Green Cannabis Retail

**PROJECT LOCATION:** 51005 Highway 395, Lee Vining, CA

**CONDITIONS OF APPROVAL**  
See attached Conditions of Approval

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHELD AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

**DATE OF DECISION/USE PERMIT APPROVAL:**  
**EFFECTIVE DATE USE PERMIT**

This Use Permit shall become null and void in the event of failure to exercise the rights of the permit within one (1) year from the date of approval unless an extension is applied for at least 60 days prior to the expiration date.

Ongoing compliance with the above conditions is mandatory. Failure to comply constitutes grounds for revocation and the institution of proceedings to enjoin the subject use.

**MONO COUNTY PLANNING COMMISSION**

**DATED:** May 16, 2019

cc: X Applicant  
X Public Works  
X Building  
X Compliance



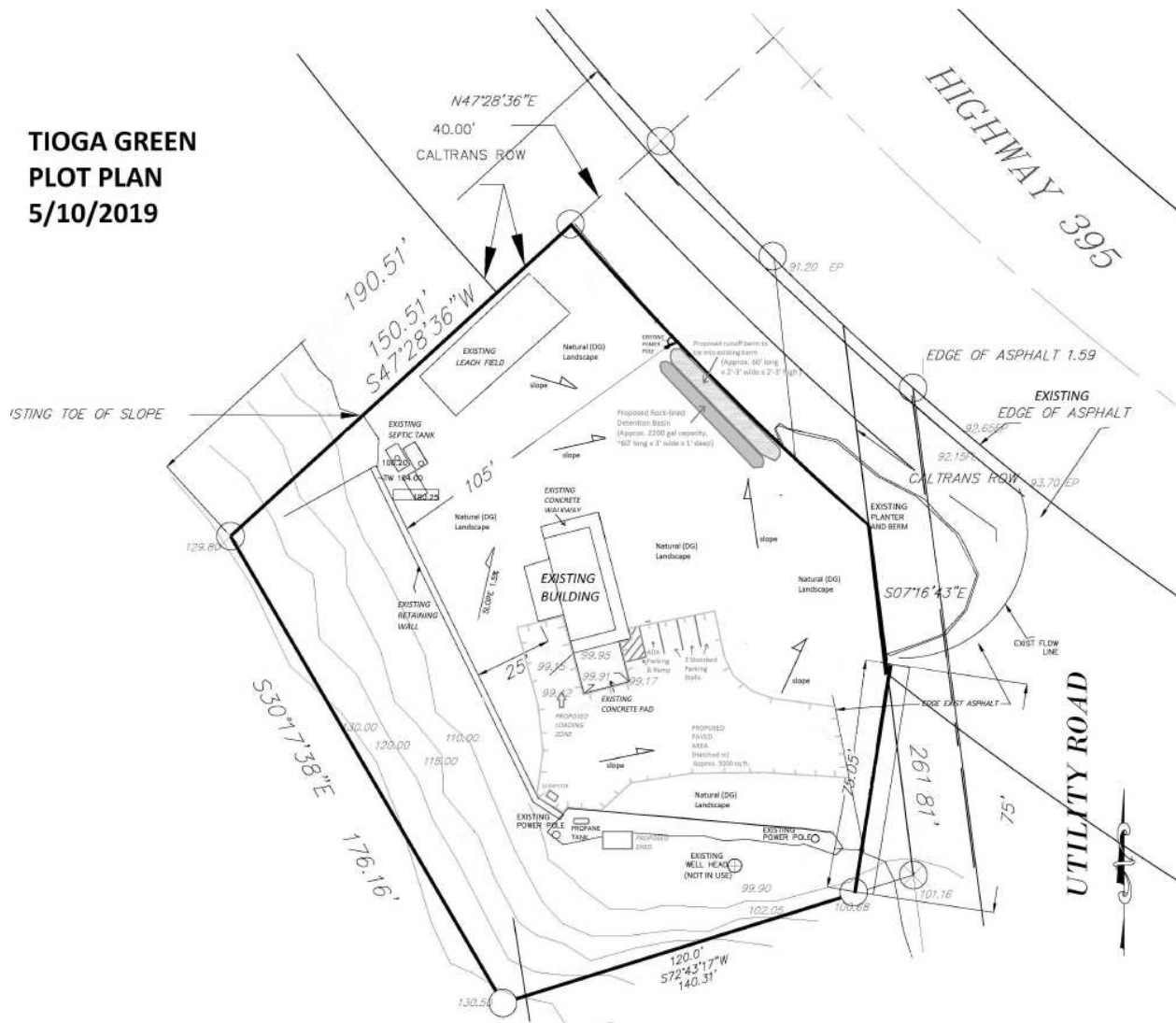
**Conditions of Approval:**  
**Use Permit 19-006/Tioga Green Cannabis Retail**

- 1) All development shall meet requirements of the Mono County General Plan, Mono County Code, and project conditions.
- 2) Project shall comply with Chapter 13, Cannabis Regulations.
- 3) Project shall obtain a Mono County Operation Permit prior to use.
- 4) The project shall be in substantial compliance with the site plan as shown on Attachment 1 found in the staff report.
- 5) Construction for the project shall be contained within the boundaries of the parcel. All construction activities within the Highway 395 right-of-way must obtain an encroachment permit from Caltrans.
- 6) A curb or similar feature shall border the paved parking area to ensure all stormwater drains to the on-site detention basin.
- 7) Freestanding signs shall have a setback exceeding the five foot minimum standard in order to accommodate snow removal services.
- 8) Signage shall reflect the dimensions and design shown in the staff report. Any expansion or relocation of signs must be approved by the Planning Commission. Changes in copy are subject to the Operation Permit.
- 9) Exterior of the building and accessory shed shall follow Mono County Design Guidelines, including the use of earth tones and non-reflective materials.
- 10) Project shall provide at least three 10' x 20' parking spaces and a loading area.
- 11) All exterior lighting shall be shielded and directed downward to comply with Chapter 23, Dark Sky Regulations.
- 12) On-site consumption of cannabis products is prohibited.
- 13) There shall be no expansion of cannabis uses without approval from the Mono County Planning Commission.
- 14) Applicant shall obtain operation permit, cannabis state license, business license, and all other required approvals prior to operation.

- 15) Project is required to comply with any requirements of the Lee Vining Fire Protection District. The applicant shall provide a “will serve” letter from the Lee Vining Fire Protection District indicating the FPD will provide service to the project.
- 16) Project is required to comply with any requirements of the Lee Vining Public Utility District. Applicant shall gain approval for service through the PUD and the Local Agency Formation Commission (LAFCO) prior to approval of a Mono County Cannabis Operation Permit.
- 17) Project shall comply with all Mono County Building Division, Public Works, and Environmental Health requirements.
- 18) Project shall comply with all conditions in Use Permit 19-006. Use Permit 34-06-05 is revoked.
- 19) If any of these conditions are violated, this permit and all rights hereunder may be revoked in accordance with Section 32.080 of the Mono County General Plan, Land Development Regulations.

**Attachment 1 – Site Plan**

**TIOGA GREEN  
PLOT PLAN  
5/10/2019**



Attachment 2 - Noticing

**MONO COUNTY  
PLANNING COMMISSION**

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PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: April 30, 2019  
To: The Sheet  
From: CD Ritter  
Re: Legal Notice for the **May 4** issue.

Invoice: Cara Isaac, PO Box 347, Mammoth Lakes, CA 93546

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**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that Mono County Planning Commission will conduct a public hearing **May 16, 2019**, at Board of Supervisors Chambers, Mono County Courthouse, Bridgeport, CA, to consider the following: **10:10 a.m. CONDITIONAL USE PERMIT 19-002/Walker River Farms:** Proposal for a cannabis microbusiness on an Agriculture (AG-10) parcel located at 1129 Larson Lane, Coleville (APN 002-110-021). The cannabis canopy will be roughly 8,600 square feet. The entire operation consists of four buildings (20x64 feet each). Microbusiness activities include cultivation, distribution, and non-storefront retail. A CEQA 15183 exemption is proposed. **10:30 a.m. CONDITIONAL USE PERMIT 19-006/Tioga Green & REVOCATION OF CONDITIONAL USE PERMIT 34-06-05/Hebert:** Conversion of an existing vacant 690-square foot commercial building into cannabis retail and revocation of the existing use permit for a drive-through restaurant. The proposal is located at 51005 Highway 395 (APN 021-080-022) south of Lee Vining commercial core and gains access from Utility Road. Modifications to the property include interior remodel of existing structure, addition of storage shed, new signage, and paving and lighting for parking area. A Class 3 CEQA exemption is proposed. Land use designation is commercial (C). **10:50 a.m. VARIANCE & USE PERMIT/3D Housing Development:** Conditional Use Permit 18-017 proposes a five-unit housing project on the corner of Howard Avenue and Bruce Street in the community of June Lake. Each unit is approximately 800 square feet. Variance 18-001 is a request for a zero setback from the top of a bank/water course for two units and a portion of the parking area. The watercourse runs along the eastern portion of the project site. The parcel is 0.43 acres in size (APN 015-103-022) and has a land use designation of Multi-Family Residential High (MFR-H). A CEQA exemption 15183 is proposed. Project files are available for public review at the Community Development Department offices in Bridgeport and Mammoth Lakes. INTERESTED PERSONS may appear before the Planning Commission to present testimony or, prior to or at the hearing, file written correspondence with: Secretary to the Planning Commission, PO Box 347, Mammoth Lakes, CA 93546. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing.

###

Mono County Planning Commission  
Mono County, California

May 14, 2019

Dear Commissioners,

I am writing as a lifelong resident of Lee Vining to oppose a use permit for any business which would disrupt and fracture community development. Approving any such permit would be contrary to the interests of the community, and therefore contrary to the mission and obligations of the county government.

It is clear that a high-profile cannabis store at 51005 Highway 395 would disrupt and risk fracturing the community in this way. Indeed, just the consideration of it is already threatening to do so; this is an actual consideration about which you have evidence, not just a theoretical concern. For this reason, please do NOT approve this conditional cannabis business use permit.

I'd like to suggest two additional ideas for your consideration as well:

First, in my wife's small hometown in the state of Maine, where I spend substantial time every year, cannabis has also been legalized. There is now a successful cannabis store in town, which I think serves as a great role model. I invite you to come visit and see it anytime. The store is not talked about in the community, nobody seems to oppose it, and cannabis users get what they want; the business is reportedly doing well. It has no public-facing signs, and the entrance and parking are behind the building. It doesn't draw any attention and doesn't affect town attitudes in any way.

Second, in the studies for my master's degree in public policy at Harvard University (following my graduation from Lee Vining High School), courses in American public policy and decision making emphasized the difference between a government body supporting a citizen's right to do something on principle, and the government's responsibility for taking the interest of all community members into account collectively. I imagine you could face similar considerations in your decision about a high-profile cannabis store on Highway 395 in Lee Vining. Our public policy training emphasized individual rights in situations such as life, safety, and education for all children; and the collective interest of all community members together (including children and businesses and property owners and others) when making other decisions. I hope you will make the decision in this case that will build rather than fracture our community, while protecting the life, safety, and education of every individual who lives here.

Thank you for considering my input.

Sincerely,



David Strelneck

P.O. Box 165

Lee Vining, CA 93541

(760) 920-6123

**From:** [Wendy Sugimura](#)  
**To:** [Bentley Regehr](#)  
**Subject:** FW:  
**Date:** Friday, June 21, 2019 10:14:38 AM

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**From:** Denise <denisedomaille@yahoo.com>  
**Sent:** Thursday, June 20, 2019 6:01 PM  
**To:** Wendy Sugimura <wsugimura@mono.ca.gov>  
**Subject:**

**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.

Mono County Supervisors and Staff,

I am writing in support of the proposal for Tioga Green, the Adult-Use Cannabis Dispensary being considered for approval in Lee Vining. I believe the business will be an asset to the community of Lee Vining and Mono County. I understand there have been a number of people in Lee Vining that have spoken out to the Board against the proposal stating concerns about children and the character of the community.

In 2016, State voters approved Proposition 64 by 57%. Mono County voted at an even greater percentage than the state in favor of Proposition 64, at 62% in favor, and voters in District 3, which includes June Lake and Lee Vining, voted 64% in favor. Voters in the Lee Vining precinct voted in favor at 65.42%, higher than any other precinct in Mono County outside of the Town of Mammoth Lakes. A substantial majority of voters in this community voted in favor of the laws allowing this type of business.

With the passage of Proposition 64 in 2016, cannabis is now legal for adult use. The education of youth and those that mentor them on cannabis is a tricky subject. California launched an educational campaign called "Let's Talk Cannabis" with a ton of educational materials available to help with this education process. The "Let's Talk Cannabis" website is <https://www.cdph.ca.gov/Programs/DO/letstalkcannabis/Pages/LetstalkCannabis.aspx>. Their campaign specifically targets youth, parents, and emphasizes responsible use for adults. I understand that the Tioga Green Owners, Cory Zila and Margie DeRose, have recently been circulating these educational flyers in the community. The County excise tax will contribute a significant amount of funding to the County that will be available for educational purposes.

The character of the community will not be tarnished by a new business in a prominent location that has sat vacant for decades. More small businesses in Lee Vining, like Tioga Green, will contribute to the vibrancy and economic stability of the community. The proposal includes signage, building design, and landscaping that are characteristic of the rustic and naturalness of the area. The building is small and does not overpower the street frontage. The location is ideal as it is away from the center of the community, including schools and parks. Customers of the dispensary have to

intentionally go there. The concern over a dispensary being in the community is interesting as 65.42% of the community voted in favor of legalizing cannabis for adult use. The “Not In My Back Yard” mentality is just the fear of change and unknown outcomes. The education of customers and those in the community are a priority of the owners.

In addition, with the recent approval of several cannabis farms, manufacturers, and distributors in the County, Tioga Green intends to source as much of their products from local sources as possible. Other than tourism, no other industry offers the opportunity to be vertically integrated, creating more jobs and revenue that will stay in the County.

I appreciate your consideration of my support as a member of the community for the Tioga Green proposal. The business would be a true asset to the community of Lee Vining and the Eastern Sierra as a whole.

Thank you,  
Denise Molnar

Sent from my iPhone

## CD Ritter

---

**From:** Wendy Sugimura  
**Sent:** Thursday, June 20, 2019 8:31 AM  
**To:** CD Ritter  
**Subject:** FW:

**From:** jackie bishop <jacka01@hotmail.com>  
**Sent:** Wednesday, June 19, 2019 3:10 PM  
**To:** Wendy Sugimura <wsugimura@mono.ca.gov>  
**Subject:**

**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.

Thank you for considering sending a Letter Of Support to the County for Tioga Green. Please copy and paste the text of the letter below into a new email and sign the bottom with your name...Don't Forget to Sign!! Feel free to add or change the text to customize it if you wish. Feel free to forward to others that you feel would like to express their support. We're trying to get these letters to the County ASAP, please send as soon as you can.

Send the email to all of the following:

[bgardner@mono.ca.gov](mailto:bgardner@mono.ca.gov)

[scorelss@mono.ca.gov](mailto:scorelss@mono.ca.gov)

[fstump@mono.ca.gov](mailto:fstump@mono.ca.gov)

[jhalferty@mono.ca.gov](mailto:jhalferty@mono.ca.gov)

[jpeters@mono.ca.gov](mailto:jpeters@mono.ca.gov)

[bregehr@mono.ca.gov](mailto:bregehr@mono.ca.gov)

[wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov)

Thank you so much for supporting us!

Cory

Mono County Supervisors and Staff,

I am writing in support of the proposal for Tioga Green, the Adult-Use Cannabis Dispensary being considered for approval in Lee Vining. I believe the business will be an asset to the community of Lee Vining and Mono County. I understand there have been a number of people in Lee Vining that have spoken out to the Board against the proposal stating concerns about children and the character of the community.



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I appreciate your consideration of my support as a member of the community for the Tioga Green proposal. The business would be a true asset to the community of Lee Vining and the Eastern Sierra as a whole.

Thank you,  
Jacqueline Bishop

Get [Outlook for iOS](#)

**From:** [Samantha Strazdins](#)  
**To:** [Bentley Regehr](#); [John Peters](#); [Wendy Sugimura](#)  
**Subject:** Lee vining local supporting Tioga Green  
**Date:** Wednesday, June 19, 2019 7:23:39 PM

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**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.

Mono County Supervisors and Staff,

I am writing in support of the proposal for Tioga Green, the Adult-Use Cannabis Dispensary being considered for approval in Lee Vining. I believe the business will be an asset to the community of Lee Vining and Mono County. I understand there have been a number of people in Lee Vining that have spoken out to the Board against the proposal stating concerns about children and the character of the community.

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Thank you,  
Samantha Strazdins

Get [Outlook for iOS](#)

**From:** [Wendy Sugimura](#)  
**To:** [Wendy Sugimura](#)  
**Subject:** FW: Tioga Green  
**Date:** Monday, July 1, 2019 5:56:17 PM

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-----Original Message-----

From: cwebb <vlresort@wildblue.net>  
Sent: Thursday, June 20, 2019 8:35 AM  
To: Scheereen Dedman <sdedman@mono.ca.gov>  
Subject: Tioga Green

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 Planning Commission,

I would like to express my disapproval of any type of Cannabis sold within Mono County. I believe, regardless of legality, that it will only contribute to the on-going problem of drug use within our County. Lee Vining, Bridgeport and June lake have local distributors and a problem with younger people. I have signed the petition in Lee Vining to disallow any business that is going to alter the minds of our young people. I don't believe California is heading in the right direction about a large number of issues and this is a bad one.

Sincerely,  
Carolyn Webb  
Virginia Lakes

From: Tioga Green [tiogagreen@gmail.com](mailto:tiogagreen@gmail.com)

I wanted to forward on some information we shared with the County Supervisors regarding Tioga Green which slated to go before the board on July 9th.

Here's quick update on the outreach efforts that we've been conducting in the community of Lee Vining. We've been sharing educational materials in-person throughout the community on Responsible Use of Cannabis, What Parents and Mentors Need to Know About Cannabis, Youth and Cannabis, and FAQs (all attached). We've also been sharing the Spanish versions of these flyers. California has put these flyers out and more through their "Let's Talk Cannabis" campaign.

We've received some interesting feedback from our outreach efforts. All those that we made contact with were appreciative of our efforts and our focus on education. We learned that many members of the community are supportive of Tioga Green, though we heard from a number of people that they were not comfortable vocalizing their support because they have a personal or working relationship with those that are opposed to the project. Being a small town, it's understandable that long-standing members of the community do not want to create conflicts with their employers, friends, or families and prefer not to speak up.

I understand that many of those that are in support of Tioga Green voiced this through letters and phone calls to some County Supervisors.

I've also put together a 2-page summary of how Tioga Green meets the Goals and Objectives of the 2012 Mono Basin Community Plan and attached that here. Overall, Tioga Green meets many of the "Sustainable Economy" goals and objectives and many others.

Thank you,  
Cory



## Frequently Asked Questions

### Legal

#### 1. Can I use cannabis?

Under California law, adults 21 or older can use, carry, and grow cannabis (marijuana, weed, pot, etc.). Buying cannabis (without a valid physician's recommendation or a county-issued medical marijuana identification card) will become legal under California law for adults 21 or older on January 1, 2018.

Use of medicinal cannabis is legal under California law if you have a valid physician's recommendation or a valid county-issued medical marijuana identification card. To buy medicinal cannabis, you must be 18 or older and have either a valid physician's recommendation, a valid county-issued medical marijuana identification card, or be a Primary Caregiver as defined in Health and Safety Code Section 11362.7(d) or 11362.5(e), with a valid physician's recommendation for the patient.

For more information, visit: [https://leginfo.ca.gov/faces/billTextClient.xhtml?bill\\_id=201720180SB94](https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB94).

#### 2. What about medicinal cannabis use?

Under California's Compassionate Use Act and Medical Marijuana Program, if you have a valid physician's recommendation or a valid county-issued medical marijuana identification card you can possess and transport up to eight ounces

of dried medicinal cannabis and six mature cannabis plants (or 12 immature plants). If you require a larger amount of cannabis, under the Compassionate Use Act, you may possess and cultivate any amount that is reasonably related to your current medical needs.

To buy medicinal cannabis, you must be 18 or older and have a valid physician's recommendation, a valid county-issued medical marijuana identification card, or be a Primary Caregiver as defined in Health and Safety Code Section 11362.7(d).

You can only buy medicinal cannabis from retailers with a "M-license". Retailers that sell adult use cannabis will have an "A-license".

With a valid county-issued medical marijuana identification card, you do not have to pay sales tax when you buy cannabis, but you do have to pay other taxes.

#### 3. How much cannabis can I legally have?

If you are 21 and older, you can buy and possess up to one ounce (28.5 grams) of cannabis and up to eight grams of concentrated cannabis. You can also plant, harvest, dry, and process up to six cannabis plants inside of your private residence or on the grounds of your private residence. When growing cannabis for personal use, the plants must in a locked space that is not visible to the public.

Under California’s Compassionate Use Act and Medical Marijuana Program, if you have a valid physician’s recommendation or a valid county-issued medical marijuana identification card you can use and possess up to eight ounces of dried medicinal cannabis and six mature cannabis plants (or 12 immature plants). You can possess a larger quantity of medicinal cannabis if your physician’s recommendation specifies a higher amount.

**4. Can I sell or give away cannabis?**

To sell cannabis, you need a license from the California Bureau of Cannabis Control. If you are 21 or older, you can give away up to one ounce (28.5 grams) of cannabis and up to eight grams of concentrated cannabis to a another person 21 or older, but you cannot receive money or any form of compensation.

**5. Where can I buy cannabis?**

You can only buy cannabis at retail outlets licensed by the California Bureau of Cannabis Control.

Medicinal cannabis patients can only buy from a licensed medicinal retailer.

**6. Where can I use cannabis?**

You can use cannabis on private property. But you cannot use, smoke, eat, or vape cannabis in public places and you cannot smoke cannabis or cannabis products in places where it is illegal to smoke tobacco. Property owners may ban the use and possession of cannabis on their privately owned properties.

You cannot use cannabis within 1,000 feet of a school, day care center, or youth center while children are present.

**7. What serious medical condition(s) do I need to have in order to get a valid county-issued medical marijuana identification card?**

You can obtain a valid county-issued medical marijuana identification card, if you have any of the following medical conditions:

- Acquired immune deficiency syndrome (AIDS)
- Anorexia
- Arthritis
- Cachexia
- Cancer
- Chronic pain
- Glaucoma
- Migraine
- Severe nausea
- Persistent muscle spasms, including, but not limited to, spasms associated with multiple sclerosis. Seizures, including, but not limited to, seizures associated with epilepsy
- Any other chronic or persistent medical symptom that either:
  - Substantially limits your ability to conduct one or more major life activities as defined in the federal Americans with Disabilities Act of 1990 (Public Law 101-336).
  - If not alleviated may cause serious harm to your safety or physical or mental health.



**8. Is cannabis legal in all California cities and counties?**

Cities and counties may have stricter laws about cannabis that are in addition to the state law. Know your local cannabis laws.

**9. Can I carry cannabis around with me?**

You can carry up to one ounce (28.5 grams) of cannabis and up to eight grams of concentrated cannabis.

**10. Can I carry cannabis in my car?**

It is against the law for you to have an open container of cannabis in a car or other vehicle while driving, operating or riding in the passenger seat. If you have cannabis in a vehicle, it must be in an approved sealed package or container. Otherwise, it must be kept in the trunk of the vehicle.

Even if you have a valid physician's recommendation or a valid county-issued medical marijuana identification card, it is illegal to smoke cannabis in an operating vehicle.

**11. Can I get a DUI if I drive while I am high?**

Yes. If you are under the influence of cannabis while operating a car, boat, or other vehicle, a law enforcement officer can pull you over and conduct a sobriety test.

**12. What about federal law?**

Even though it is legal under California law, you cannot consume or possess cannabis on federal lands like national parks, even if the park is in California.

**13. Can I leave California with cannabis?**

No. It is illegal to take cannabis across state lines, even if you are traveling to another state where cannabis is legal.

**14. Now that cannabis is legal, can my employer prohibit me from using?**

Even though it is legal under California law, employers have the right to prohibit the use of cannabis by their employees. Know your workplace cannabis policies.

**Safe and Responsible Use**

**15. Is it true that cannabis is stronger now than it was years ago?**

Yes. The way cannabis plants are grown has changed over the past few decades. Many plants now contain higher amounts of tetrahydrocannabinol (THC), the active ingredient in cannabis. The higher the THC content, the stronger the effects on your brain and behavior. A higher concentration of THC may result from using newer methods of cannabis like dabbing, vaping, and/or consuming edibles.

**16. How do I store cannabis safely?**

Put cannabis away every time. Never leave it out. Store all cannabis products where children cannot see or reach them. Keep cannabis in the child-resistant packaging from the store. You may want to consider purchasing a locked box. Cannabis affects children more strongly than adults. Children are at higher risk for cannabis poisoning, especially from edibles.

If you think a child may have ingested cannabis, call the Poison Control Center at 800-222-1222. If you think a child needs immediate medical help, call 911.

Keep cannabis out of reach of pets too. If you think your pet may have eaten cannabis, call your veterinarian.

**17. What should I know about consuming edibles safely?**

It can take time approximately 30 minutes to two hours to feel the effects of edibles like cookies or sodas. Start with less than a single serving (less than 10 mg of THC), then wait before using more. It is important to know about the delayed effects of edibles because if you eat too much too fast, you are at higher risk of poisoning.

**18. Is it possible to overdose on cannabis?**

A fatal overdose is unlikely. However, smoking or eating high concentrations of THC can affect your judgment, perception, and coordination, and may lead to poisoning, injuries and accidents.

**19. Can secondhand cannabis smoke affect nonsmokers and children?**

Yes. Secondhand cannabis smoke contains THC and many of the same toxins and chemicals found in tobacco smoke. These toxins can be harmful to those around you, especially babies and children.

**20. Will cannabis affect my driving?**

Yes. Cannabis can negatively affect the skills you need to drive safely, including reaction time, coordination and concentration. Driving under the influence of cannabis is illegal and increases your risk of getting into a car crash.

If you are under the influence of cannabis while operating a car, boat, or other vehicle, a law enforcement officer can pull you over and conduct a sobriety test.

**Pregnant and Breastfeeding Women**

**21. If I am pregnant, should I use cannabis to relieve nausea?**

No. Using any form of cannabis is not recommended for women who are pregnant or who plan to be pregnant soon. If you already use cannabis for medicinal purposes, ask your doctor for an alternative treatment shown to be safe during pregnancy.

Talk to your doctor about any questions you have about cannabis.

**22. Can using cannabis harm my baby while I am pregnant or breastfeeding?**

Yes. Using any form of cannabis is not recommended for women who are pregnant or breastfeeding, or who plan to become pregnant soon.

Research shows that if you use cannabis while you are pregnant or breastfeeding the growth and development of your baby's brain can be harmed, and your baby is more likely to be born with a lower birth weight and have health problems.

Talk to your doctor about any questions you have about cannabis.

**Youth**

**23. Is cannabis harmful to teens and young adults?**

Yes. The brain is still developing until a person

reaches their mid-20s. Using cannabis regularly in your teens and early 20s may lead to physical changes in your brain.

Cannabis can harm a young person’s memory and ability to learn and pay attention. Some studies suggest a permanent impact as well. These harmful effects may make it harder for youth to achieve their educational and professional goals and impact how successful they are in life.

Cannabis use also increases the risk for anxiety, depression, suicide and schizophrenia as well as substance use or abuse.

#### 24. What happens if I am under 18 and caught carrying or using cannabis?

If you are under 18 and caught in possession of cannabis you will be required to complete drug education or counseling and community service (unless you have a valid qualifying physician’s recommendation or a valid county-issued

medical marijuana identification card). You could also face additional penalties (fines and jail time) depending on where you are, whether it is your second offense and other factors.

### Parents and Mentors

#### 25. How should I talk to my child or teen about cannabis?

- Talk openly and provide guidance about the risks of using cannabis.
- Stay positive and focus on how using cannabis can get in the way of achieving goals.
- Set shared guidelines and expectations for healthy behaviors.
- Be aware of your own attitudes and behaviors





## Youth and Cannabis

Cannabis (marijuana, weed, pot, etc.) may affect your educational and professional goals and how successful you are in life. Because your health and future are important to you, here are some things you should learn about how cannabis use influences your body and brain.



### Cannabis Affects Your Health

- Like cigarettes, smoking cannabis is harmful to your lungs. The smoke from cannabis has many of the same toxins and chemicals found in cigarette smoke, and when inhaled it can increase your risk of developing lung problems.<sup>1,2</sup>
- The way cannabis is grown has changed and some plants now have higher levels of THC. High levels of THC can lead to poisoning, especially with edibles like cookies.<sup>3,4,5</sup>
- Regular cannabis use has been linked to anxiety, depression, and suicide, especially for teens with a family history of mental illness.<sup>6,7,8</sup>
- Cannabis use increases the risk of schizophrenia, although it is not common. The more cannabis you use, the higher the risk.<sup>9</sup>
- Using cannabis as a teen can lead to cannabis dependence and increase your risk for using or abusing other substances and illegal drugs.<sup>10,11</sup>

### Cannabis Affects Your Brain

- Your brain is still developing. Using cannabis regularly in your teens and early 20s may lead to physical changes in your brain.<sup>12</sup>
- Research shows that when you use cannabis your memory, learning, and attention are harmed. Some studies suggest a permanent impact as well.<sup>13</sup>

### Most Teens Are Not Using Cannabis

- In 2016, most high school students in California reported they were not using cannabis. Only about 15 percent (less than 1 in 5) reported using cannabis in the past 30 days.<sup>14</sup>

### Cannabis Impacts Your Goals

- The harmful effects of cannabis on your brain may impact your educational and professional goals and how successful you are in life.<sup>15</sup> Research shows that if you start using cannabis before you are 18 or use cannabis regularly you may be at higher risk for:
  - Skipping classes<sup>16</sup>
  - Getting lower grades<sup>11</sup>
  - Dropping out of school<sup>17</sup>
  - Unemployment or not getting the job that you'd like to have<sup>17,18</sup>

### Cannabis Affects Your Driving

- Cannabis can negatively affect the skills you need to drive safely, including reaction time,

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coordination, and concentration.<sup>19</sup>

- Driving under the influence of cannabis increases your risk of getting into a car crash.<sup>20</sup>

### If You Break the Law

- If you are under 21 and caught in possession of cannabis you will be required to complete

drug education or counseling and community service (unless you have a valid physician's recommendation or a valid county-issued medical marijuana identification card).<sup>21</sup>



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## What Parents and Mentors Need to Know about Cannabis

Parents and mentors can have an impact on whether or not youth use cannabis (marijuana, weed, pot, etc.). Pre-teens, teens and youth in their early 20s often seek out new experiences and engage in risky behaviors, such as using cannabis. You can help prevent underage use by starting the conversation about cannabis with youth in your life, and make sure they are aware of potential consequences. Here are some important facts you should know about cannabis and some tips for talking to youth.



### Cannabis Can Affect a Young Person's Brain

- The brains of young people do not fully develop until they reach their mid-20s. Regular cannabis use during the early years of life can lead to harmful physical changes in the brain.<sup>1</sup>
- Research shows that when youth use cannabis their memory, learning, and attention are harmed. Some studies suggest a permanent impact as well.<sup>2</sup>

### Other Negative Effects of Cannabis on Youth

- Driving under the influence of cannabis increases the risk of getting into a car crash. Cannabis can negatively affect the skills that are needed to drive safely, including reaction time, coordination, and concentration.<sup>3,4</sup>
- The harmful effects of cannabis on a young person's brain may impact their educational and professional goals and how successful they are

in life.<sup>5</sup> Research shows that youth who start using before 18 or who use cannabis regularly may be at higher risk for:

- Skipping classes<sup>6</sup>
- Getting lower grades<sup>7</sup>
- Dropping out of school<sup>8</sup>
- Unemployment or having less fulfilling jobs later in life<sup>8,9</sup>
- Mental health problems may include:
  - Anxiety, depression, suicide, and schizophrenia<sup>10,11,12,13</sup>
  - Cannabis dependence and a higher risk for using or abusing other substances and illegal drugs<sup>14</sup>
- Like tobacco, smoking cannabis is harmful to the lungs. The smoke from cannabis has many of the same toxins and chemicals found in tobacco smoke, and when inhaled can increase the risk of developing lung problems.<sup>15,16</sup>

### Young People and Cannabis Use

- In 2016, most high school students in California reported they were not using cannabis. Only about 15 percent (less than 1 in 5) reported using cannabis in the past 30 days.<sup>17</sup>

- However, most youth do not believe cannabis is harmful. Eight out of 10 youth in California, aged 12-17, reported believing using cannabis once a month was not risky.<sup>18</sup>



### Tips for Encouraging Youth Not to Use Cannabis<sup>19</sup>

- Talk openly and provide guidance about the risks of using cannabis.
  - Youth who have supportive parents, teachers, and other adults are less likely to use cannabis and illegal drugs.
  - Stay positive.
  - Focus on how using cannabis can get in the way of achieving goals such as graduating high school, getting into college or getting a good job. Do not focus on negative outcomes.
- Listen carefully to the questions and thoughts youth have.
- Set shared guidelines and expectations for healthy behaviors.
  - Youth are less likely to use cannabis when parents set clear limits and house rules.
- Be aware of your own attitudes and behaviors.
  - You are a role model. If you use cannabis in front of young people, they are more likely to use it too.

### Recognizing if a Youth is Using Cannabis<sup>20</sup>

- Look for behavioral changes related to cannabis use such as: mood swings, spending less time with friends, skipping school, loss of interest in sports or other favorite activities and changes in grades and sleeping habits.
- Young people under the influence of cannabis may lack coordination, giggle for no reason, act silly, have red eyes and short-term memory loss.

### What to Do if a Youth is Using Cannabis<sup>19</sup>

- Stay calm. Overreacting may lead youth to rebel, feel resentment or take greater risks.
- Talk about your concerns and give positive reasons for wanting youth to stop using cannabis.
- Keep the conversation open for problem solving.
- Remind youth of the ground rules you set earlier, or set new ground rules and consequences.
- If needed, seek help from trusted adults and resources in your community.
- Call 911 and get help if there is a medical or mental health emergency.

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## Responsible Use of Cannabis

Consuming cannabis (marijuana, weed, pot, etc.) can be risky, depending on how you use and what you do afterward. Here is important information to help you avoid harming yourself and others.



### Be Safe

- Driving under the influence of cannabis is illegal and increases your risk of getting into a car crash.<sup>1,2</sup>
- If you smoke or vape cannabis you may feel the effects right away, but it can take between 30 minutes and two hours to feel the effects of edibles. Edibles may have higher concentrations of tetrahydrocannabinol (THC, the active ingredient in cannabis). If you eat too much too fast, you are at higher risk for poisoning.<sup>3</sup>
- Smoke from cannabis contains many of the same toxins and chemicals found in tobacco smoke and inhaling it can increase your risk of developing lung problems.<sup>4,5</sup>
- If you are pregnant or breastfeeding, or plan to become pregnant soon, leading doctors' organizations recommend that you do not use cannabis.<sup>6,7</sup>
- Young people who use cannabis regularly can harm their memory and ability to learn. There is also a greater risk for depression, anxiety, and schizophrenia.<sup>8,9,10,11</sup>

- Even though it is legal under California law, employers can prohibit the use of cannabis by employees. Know your workplace cannabis policies.<sup>12</sup>
- Protect your pets. Store cannabis safely out of reach of dogs, cats, and other animals. If you think your pet may have eaten cannabis, call your veterinarian.<sup>13</sup>

### Keep Children Safe

Cannabis affects children more strongly than adults. Children are at higher risk for poisoning from cannabis, especially with edibles.<sup>14</sup> Here are some safe practices you need to know.

- Store all cannabis products in a locked area. Make sure children cannot see or reach the locked area. Keep cannabis in the child-resistant packaging from the store.
- Never use cannabis around children.
  - When you are using cannabis, make sure an adult who can look after your children is nearby.
- Secondhand cannabis smoke contains THC and other chemicals that can affect the health of children.<sup>15,16</sup>
- If you think a child may have ingested cannabis, call the local Poison Control Center at 800-222-1222. If you think a child needs immediate medical help, call 911.

## High THC Levels

- The way cannabis plants are grown has changed over the past few decades. Many plants now contain higher amounts of THC. The higher the THC content, the stronger the effects on your brain and behavior.<sup>17,18,19</sup>
- Higher levels of THC may result from newer methods of using cannabis like dabbing, vaping, and/or consuming edibles.<sup>19</sup>
- High concentrations of THC are not fully understood, but can impair your judgement and coordination, and lead to poisonings, car crashes and other injuries. It can also increase your risk for acute psychosis.<sup>1,20,21,22</sup>

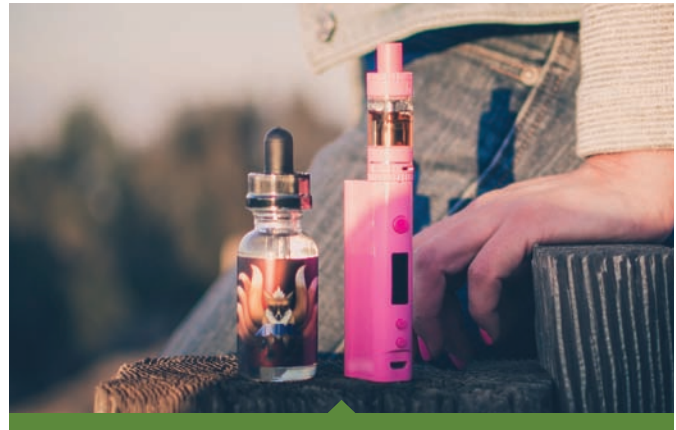
## Everyone Reacts Differently

- You may react differently to cannabis than other people, depending on which method you use, how strong the cannabis is, your gender and previous experience with cannabis or other drugs.<sup>23</sup>
- Start with less than a single dose (less than 10 mg of THC) then wait before you use more.<sup>24,25</sup>
  - Even a single dose of THC may impair your ability to drive, bike or do other activities, especially if you are a new cannabis user or just use once in a while.<sup>26,27</sup>

## Vaping and Concentrates

Researchers do not fully understand how using cannabis with vaporizers or using concentrated forms like waxes and oils affects your health. However, we do know:<sup>28</sup>

- Vaporized and concentrated cannabis can have a lot more THC, which increases the risk of poisoning.<sup>29</sup>
- The tools and high temperatures used for vaporizing cannabis may expose you to toxic substances.<sup>29</sup>



## Synthetic Cannabinoids

- Synthetic cannabinoids (K2, spice, spike) are not actually cannabis, but are made from another type of plant and sprayed with chemicals produced in a laboratory.<sup>27,30</sup>
- Synthetic cannabinoids affect your brain more powerfully than cannabis, and may result in nausea, anxiety, paranoia, brain swelling, seizures, hallucinations, aggression, heart palpitations or chest pains.<sup>31,32</sup>
- If someone you know has used synthetic cannabinoids and needs help, take the following steps:
  - Call 911 immediately if the person stops breathing, collapses, or has a seizure. These symptoms can be life-threatening and require immediate medical attention.
  - Call your Poison Control Center at 800-222-1222.

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## Consistency of Tioga Green with the 2012 Mono Basin Community Plan's Goals and Objectives

### **Goal 1: Maintain the spectacular natural values of the Mono Basin and rural, small-town character of communities by managing growth, ensuring high-quality aesthetics, and providing for community development needs to enhance the quality of life for residents.**

- Objective A: Provide for the orderly growth of Lee Vining in a manner that retains the small-town character by directing future development to occur in and adjacent to Lee Vining.
  - Action 1.1: Explore options for encouraging and facilitating the use of vacant commercial space for new businesses.
    - *Tioga Green will utilize a prominently located commercial property adjacent to the community of Lee Vining that has been vacant for decades.*
- Objective C: Encourage building types and architectural design compatible with the scenic and natural attributes of the Mono Basin.
  - Action 1.1: Encourage the siting and design of buildings to complement the natural environment and preserve open space.
    - *The design of the Tioga Green building will maintain the natural wood and stone materials on the existing building that blends well with the environment. In addition, signs will be made of hand-carved wood to continue this theme. The building is relatively small and not overwhelming.*
  - Action 3.1: Require compliance with and enforce the Dark Sky Regulations.
    - *Building and signage lighting for Tioga Green will be compliant with Mono County Dark Sky Regulations.*
  - Action 4.1: Use Mono County Design Guidelines to promote architecture, site planning, and uses compatible with the surrounding visual and scenic environment within the communities of Lee Vining and Mono City.
    - *Again, the existing design of the Tioga Green building utilizes natural wood and stone materials to blend with the environment and maintain scenic integrity.*
  - Action 5.1: Encourage applicants to meet residential standards to protect the character of residential areas and Lee Vining and facilitate compatible uses within the Commercial Land Use Designation.
    - *Tioga Green will utilize commercially-zone property which resides a reasonable distance from schools and parks as required by Mono County Cannabis Regulations. The proposed use is compatible with the Land Use Designation.*

### **Goal 2: Grow a sustainable local economy with diverse job opportunities that offers year-round employment and wages that reflect the cost of living in the area.**

- Objective A: Plan for a diversified, sustainable economy.
  - *No specific action exists for Objective A related to Tioga Green, however the diversity of a non-tourism based business within the community of Lee Vining will help to sustain a more diverse economy and employee base.*

- Objective C: Diversify the existing economic base and employment opportunities to achieve a more sustainable economy.
  - Action 5.2: Explore options for encouraging and facilitating the use of vacant commercial space for new businesses.
    - *Tioga Green will utilize a prominently located commercial property and existing building that has been vacant for decades. Utilizing the existing building meets this objective instead of building a new and larger facility.*
  - Action 5.4: Support an attractive Main Street through actions such as the promotion of the Mono County Design Guidelines to complement Lee Vining’s small town character and attract visitors.
    - *As mentioned above, Tioga Green will comply with Mono County Design Guidelines to compliment the natural environment and community character.*



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**Departments: County Counsel**

**TIME REQUIRED** 30 minutes (5 minute presentation, 25 minute discussion)      **PERSONS APPEARING BEFORE THE BOARD** Jason Canger

**SUBJECT** Letter to FERC re: Mill Creek Settlement Parties

**AGENDA DESCRIPTION:**

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

Discussion and possible approval of letter to Federal Energy Regulatory Commission (FERC) settlement parties regarding implementation of Mill Creek Water Management Plan.

**RECOMMENDED ACTION:**

Discuss and possibly approve draft letter to FERC settlement parties requesting County and other stakeholder participation in discussions regarding the implementation of Mill Creek Water Management Plan; provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Jason Canger

**PHONE/EMAIL:** 9492122216 / jcanger@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Letter</a>

**History**

Time	Who	Approval
7/5/2019 3:38 PM	County Administrative Office	Yes
7/5/2019 3:38 PM	County Counsel	Yes

7/5/2019 3:38 PM

Finance

Yes



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

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## BOARD OF SUPERVISORS COUNTY OF MONO

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

July 9, 2019

**VIA U.S. MAIL AND EMAIL**

Southern California Edison  
Attn: Matthew Woodhall, Senior Advisor,  
Regulatory Affairs  
P.O. Box 800  
Rosemead, CA 91770  
[matthew.woodhall@sce.com](mailto:matthew.woodhall@sce.com)

U.S. Department of Agriculture, U.S. Inyo  
National Forest  
Attn: Tamara Randall-Parker, Forest  
Supervisor  
351 Pacu Lane, Suite 200  
Bishop, CA 93514  
[tkrandallparker@usda.gov](mailto:tkrandallparker@usda.gov)

U.S. Department of the Interior, U.S. Bureau  
of Land Management  
Steve Nelson, Field Manager  
351 Pacu Lane, Suite 100  
Bishop, CA 93514  
[BLM CA Web BI@blm.gov](http://BLM_CA_Web_BI@blm.gov)

California Department of Fish & Wildlife  
Attn: Tricia Moyer  
Bishop Field Office, Inland Deserts Region  
787 North Main Street, Suite 220  
Bishop, CA 93514  
[patricia.moyer@wildlife.ca.gov](mailto:patricia.moyer@wildlife.ca.gov)

Mono Lake Committee  
Attn: Geoffrey McQuilken, Executive  
Director  
51365 Highway 395 & Third Street  
P.O. Box 29  
Lee Vining, CA 93541  
[geoff@monolake.org](mailto:geoff@monolake.org)

American Rivers  
Attn: Steve Rotherth, California Director  
120 Union Street  
Nevada City, CA 95959  
[srotherth@americanrivers.org](mailto:srotherth@americanrivers.org)

California Trout  
Attn: Curtis Knight, Executive Director  
360 Pine Street, 4th Floor  
San Francisco, CA 94104  
[cknight@caltrout.org](mailto:cknight@caltrout.org)



Settlement Parties

RE: Mill/Wilson Creek Water Management Plan

July 9, 2019

Page 2 of 3

**RE: Water Management Plans and Activities Involving Mill and Wilson Creeks, Mono County, California**

Dear Settlement Parties:

The Mono County Board of Supervisors writes to the above-referenced parties to the “Lundy Hydroelectric Project Settlement Agreement,” dated January 2004 (collectively, “Settlement Parties”), in relation to the Settlement Parties proposed plans and recent decisions regarding water management on Mill and Wilson Creeks located in the northern Mono Basin. Under the 1914 Mill Creek Adjudication, Mono County Superior Court Case No. 2088 (November 30, 1914), the County is one of the primary water right holders on Mill Creek and diverts water to Conway and Mattly Ranches for several beneficial uses, including irrigation for grazing, habitat maintenance and enhancement, groundwater recharge, and aquaculture. In May 2019, the County received notice that parts of Wilson Creek had dried up and several brown trout had been stranded. The Board writes to express its concern with these impacts and provide recommendations with the hope that better communications may prevent similar impacts in the future.

The Board’s primary concern is with the Settlement Parties’ lack of a communication plan that includes the participation of all Mill Creek water right holders as well as interested stakeholders and the public. The Board appreciates the Settlement Parties meeting with County staff to discuss development of a water management plan. However, despite stating that a communications plan will be prepared, the Settlement Parties have never shared such a plan, or a draft of the water management plan with a communications element, that includes a process for informing and updating Mill Creek water right holders of the Settlement Parties water management activities. The Board sees communication among Settlement Parties and water right holders as necessary to ensure the Mill Creek Adjudication is properly administered and rights are not injured. In addition, the Settlement Parties have not involved interested stakeholders and the public. We appreciate that there may have been a time for the Settlement Parties to conduct meetings in private; however, that time has passed. Decisions are now affecting other persons and parties interested in Mill and Wilson Creek, not merely water right holders.

Accordingly, the Board asks that the Settlement Parties prepare a communications plan that establishes a process for involving water right holders, stakeholders, and the public in the Settlement Parties’ water management plans. At a minimum, this plan should include processes for timely notifying all interested parties of the Settlement Parties’ long- and short-term management goals and individual decisions; an opportunity for water right holders to object and/or provide notice of their water uses and needs; and an opportunity for stakeholders and the public to provide comments on Settlement Parties plans and decisions. In our opinion, a communications plan that provides for the meaningful involvement of both water right holders as well as stakeholders and the public would create a more transparent and collaborative process that could relieve the concerns of interested persons and parties.

Settlement Parties

RE: Mill/Wilson Creek Water Management Plan

July 9, 2019

Page 3 of 3

The Board is also concerned with the lack of communication regarding the potential environmental and wildlife impacts of the Settlement Parties' proposed water management plans. The Settlement Parties' proposed plans and activities have been previously analyzed in varying degrees by several entities at different times; consequently, it is unclear whether previous review analyzed the Settlement Parties' current proposed plans and can account for the current condition of the Mill and Wilson systems. Accordingly, the Board requests that an updated environmental review be prepared prior to the Settlement Parties returning water to Mill Creek. In addition, any communications plan should address how the Settlement Parties will notify water right holders, stakeholders, and the public of potential environmental impacts of Settlement Parties' plans and activities.

Thank you for attending the June 18, 2019 Board of Supervisors meeting where these Mill and Wilson Creeks matters were discussed. We also thank Southern California Edison for its June 21, 2019 letter offering, on behalf of the Settlement Parties, to hold an informational briefing on their water management plan. We accept that offer and ask that the Settlement Parties work with County staff to schedule a meeting.

We look forward to reviewing the Settlement Parties' communication plan, working with you to revise and implement it, and our continued collaboration on Mill and Wilson Creek water management issues. If you have any question regarding this letter or any matter discussed herein, please contact Tony Dublino, Mono County Public Work Director, at (760) 932-5440 or [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov).

Sincerely,

---

John Peters, Chair  
Mono County Board of Supervisors

cc: Kelly Henderson, Cal Rossi, Southern California Edison (*via email only*)  
Lisa Cutting, Robert Di Paolo, Mono Lake Committee (*via email only*)  
Nancee Murray, Steve Parmenter, California Department of Fish and Wildlife (*via email only*)  
Katie Bellomo, People for Mono Basin Preservation (*via email only*)



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**Departments: Community Development - Planning**

**TIME REQUIRED** 20 minutes

**PERSONS APPEARING BEFORE THE BOARD** Michael Draper

**SUBJECT** Premium Energy, LLC Application P-14996

**AGENDA DESCRIPTION:**

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

Description of Premium Energy, LLC application P-14996 to the Federal Energy Regulatory Commission (FERC) for a Preliminary Permit and proposed letter from the Board to FERC identifying Mono County issues of concern.

**RECOMMENDED ACTION:**

Modify proposed letter as desired and approve and authorize Board chair to sign letter to FERC and Premium Energy, LLC.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Michael Draper

**PHONE/EMAIL:** 7609241805 / mdraper@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">1. Premium Energy Preliminary Application</a>
<input type="checkbox"/> <a href="#">2. Mono County Letter to FERC</a>
<input type="checkbox"/> <a href="#">Residents' Petition</a>

**History**

Time	Who	Approval
7/5/2019 3:38 PM	County Administrative Office	Yes

7/5/2019 3:38 PM

County Counsel

Yes

7/5/2019 3:38 PM

Finance

Yes

# Mono County Community Development Department

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PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: July 2, 2019

To: **Honorable Mono County Board of Supervisors**

From: Michael Draper, CDD Planning Analyst II  
Wendy Sugimura, CDD Director

Re: **Amendment to the Owens Valley Pumped Storage Project Application**

### RECOMMENDATION

1. Modify letter to FERC and Premium Energy as desired, and approve for Board Chair signature.
2. Provide staff any other desired direction.

### FISCAL IMPACT

Currently there is no fiscal impact to the County.

### BACKGROUND

The Preliminary Permit application filed by Premium Energy, LLC, for which the Board submitted three comment letters in opposition was determined to be patently deficient by the Federal Energy Regulatory Commission (FERC). However, On May 27, 2019, Premium Energy, LLC filed a new application for a Preliminary Permit for the Owens Valley Pumped Storage Project #1, P-14996. The application was amended on June 24, relocating the project's proposed upper reservoir alternatives #2 and #3 from the Ancient Bristlecone Pine Forest south but still within the White Mountain Range. The amended application also relocated the project's proposed pressure tunnels correspond to the relocated upper reservoir alternatives. The realignment of the tunnels tries to minimize crossing the Fish Slough or Volcanic Tablelands wilderness study areas.

The project proposes to evaluate the potential development of an upper and lower reservoir, hydraulic pressure tunnels, and a powerhouse. The application indicates the powerhouse would be underground and connected to headrace and tailrace pressure tunnels, creating a closed loop system. The main features will be underground to minimize environmental disturbances. The reservoirs and electrical transmission lines would be visible. At this time, it is uncertain if all pressure tunnels would be underground.

The lower reservoir is proposed within the Owens River Gorge within Mono County and Inyo County. Alternative 1 for the upper reservoir is located within the Owens River Gorge, within Mono County, and Alternatives 2 and 3 are within the White Mountain Range, Inyo County. Water would flow from the upper reservoir to the lower, generating electricity, and then pumped back to the upper reservoir for reuse.

### DISCUSSION

At the time this report was written, FERC was reviewing the Preliminary Permit application and amendment to confirm whether it includes the content required by FERC regulations. In other words, the project has not yet been accepted for processing.

This staff report has been reviewed by the Community Development Director.

### ATTACHMENTS

1. Amended Application, P-14996
2. Letter to FERC on the amendment



355 South Lemon Ave, Suite A  
Walnut, CA 91789  
(909) 595-5314 Phone  
(909) 595-5394 Fax

June 24, 2019

Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

Re: Premium Energy Holdings' Amendment of the Application for Preliminary Permit for the Owens Valley Pumped Storage Project #1, FERC Project No. 14996.

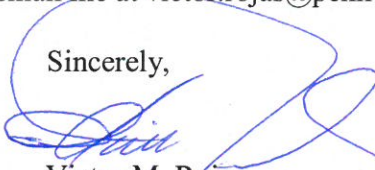
Dear Secretary Bose:

Pursuant to 18 C.F.R. §§ 4.82 of the Federal Energy Regulatory Commission's ("FERC") regulations, enclosed for filing is Premium Energy Holdings, LLC's ("Premium Energy") Amendment to its Application for Preliminary Permit for the Owens Valley Pumped Storage Project #1 under P-14996. This amendment reflects the following changes:

- (1) Relocation of the project's proposed upper reservoirs with the purpose of avoiding disturbance to the Ancient Bristlecone Pine Forest.
- (2) Relocation of the project's proposed pressure tunnels corresponding to the relocated upper reservoir alternatives. The realignment of the tunnels also tries to circumvent or minimize crossing the Fish Slough or Volcanic Tablelands wilderness study areas.

The required amendment in the application is requested to avoid the potential land use conflict and environmental impact to the Ancient Bristlecone Pine Forest. If you have any questions or require additional information regarding this submittal, please contact me at (909) 595-5314 or email me at [victor.rojas@pehllc.net](mailto:victor.rojas@pehllc.net).

Sincerely,

  
Victor M. Rojas  
Managing Director at Premium Energy  
Holdings, LLC

Enclosures  
cc:

**BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION**

**AMENDED APPLICATION FOR  
PRELIMINARY PERMIT OF THE  
OWENS VALLEY PUMPED STORAGE PROJECT #1**

FERC Project No. 14996

Prepared by

**Premium Energy Holdings, LLC**

June 24, 2019

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**INITIAL STATEMENT**  
**BEFORE THE**  
**FEDERAL ENERGY REGULATORY COMMISSION**

**Amended Application for Preliminary Permit of the**  
**Owens Valley Pumped Storage Project #1**

Premium Energy Holdings, LLC (“Premium Energy”), a California based limited liability corporation, applies to the Federal Energy Regulatory Commission for a preliminary permit for the Owens Valley Pumped Storage Project #1, as described in the attached exhibits. This application is made in order that the applicant may secure and maintain priority of application for a license for the project under Part I of the Federal Power Act while obtaining the data and performing the acts required to determine the feasibility of the project and to support an application for a license.

1. The location of the proposed project is:

State or territory:	California
Counties:	Inyo County, Mono County
Township or nearby town:	Bishop, Round Valley
Streams:	Owens River, Gunter Creek, Silver Creek

2. The exact name, business address, and telephone number of the applicant are:

Premium Energy Holdings, LLC  
355 South Lemon Ave, Suite A  
Walnut, CA 91789  
Telephone: (909) 595-5314

3. The name, business address, and telephone number of the persons authorized to act as agent for the applicant in this application are:

Victor M. Rojas  
Managing Director at Premium Energy Holdings, LLC  
355 South Lemon Ave, Suite A  
Walnut, CA 91789  
Telephone: (909) 595-5314  
Email: victor.rojas@pehllc.net

Maria Hernandez  
Project Manager at Premium Energy Holdings, LLC  
355 South Lemon Ave, Suite A  
Walnut, CA 91789  
Telephone: (909) 595-5314  
Email: maria.hernandez@pehllc.net

4. Preference under Section 7(a) of the Federal Power Act
5. Premium Energy is a corporation operating in California and is not claiming preference under section 7(a) of the Federal Power Act. Premium Energy's business primarily involves the retrofit and modernization of pumping plants, transmission planning and design, power system studies, testing and commissioning of power plants and substations.

6. Term of Permit:

The proposed term of the requested permit is twenty-four (24) months.

7. Existing Dams or Other Project Facilities:

The proposed project would make use of the waters within the Owens Lake Watershed, specifically the Owens River waters. However, once the proposed reservoirs are filled, the project would operate in a closed loop and would not divert water from the Owens River or the existing streams, except for the makeup water to account for losses. No existing dams or other project facilities will be part of the Owens Valley Pumped Storage Project #1.

**ADDITIONAL INFORMATION REQUIRED BY 18 C.F.R. § 4.32(a)**

1. Identification of persons, associations, domestic corporations, municipalities, or state that has or intends to obtain and will maintain any proprietary right necessary to construct, operate, or maintain the project:

Premium Energy Holdings, LLC  
355 South Lemon Ave, Suite A  
Walnut, CA 91789  
Telephone: (909) 595-5314

2. Identify (names and mailing addresses):

- i. Every county in which any part of the project, and any Federal facilities that would be used by the project, would be located.

Mono County, California Board of Supervisors  
278 Main Street  
Bridgeport, CA 93517  
Telephone: (866) 745-9719

Inyo County, California Board of Supervisors  
224 N Edwards Street  
Independence, CA 93526  
Telephone: (760) 878-0373

- ii. Every city, town or similar local political subdivision:

- (A) In which any part of the project, and any Federal facilities that would be used by the project, would be located:

*None.*

- (B) That has a population of 5,000 or more people and is located within 15 miles of the project dam:

*None.*

- iii. Every irrigation district, drainage district, or similar special purpose political subdivision:

- (A) In which any part of the project, and any Federal facilities that would be used by the project, would be located:

Los Angeles Department of Water and Power  
111 N Hope Street  
Los Angeles, CA 90012  
Telephone: (800) 499-8840

- (B) That owns, operates, maintains, or uses any project facilities or any Federal facilities that would be used by the project:

*None.*

- iv. Every other political subdivision in the general area of the project that there is reason to believe would likely be interested in, or affected by, the application; and interest:

California Department of Water Resources  
P.O. Box 942836  
1416 9th Street  
Sacramento, CA 95814

State Water Resources Control Board  
1001 I Street  
P.O. Box 100  
Sacramento, CA 95814

California Department of Fish and Wildlife  
Inland Deserts Region  
3602 Inland Empire Boulevard  
Suite C-220  
Ontario, CA 91764

Inyo County Water Department  
P.O. Box 337  
135 South Jackson St.  
Independence, CA 93526

California Department of Transportation (Caltrans)  
1120 N Street  
Sacramento, CA 95814  
Telephone: (916) 654-2852

U.S. Forest Service  
Inyo National Forest  
351 Pacu Lane, Suite 200  
Bishop, CA 93514  
Telephone: (760) 873-2400

Bureau of Land Management  
California State Office  
2800 Cottage Way Suite W1623  
Sacramento, CA 95825  
Telephone: (916)978-4400

v. All Indian tribes that may be affected by the project:

Chairperson  
Bishop Paiute Tribe of the Owens Valley  
50 Tu Su Lane  
Bishop, CA 93514  
Telephone: (760) 873-3584

Chairperson  
Big Pine Paiute Tribe of the Owens Valley  
P.O. Box 700  
Big Pine, CA 93513  
Telephone: (760) 938-2003

Chairperson  
Lone Pine Paiute Shoshone Reservation  
P.O. Box 747  
Lone Pine, CA 93545  
Telephone: (760) 8761034

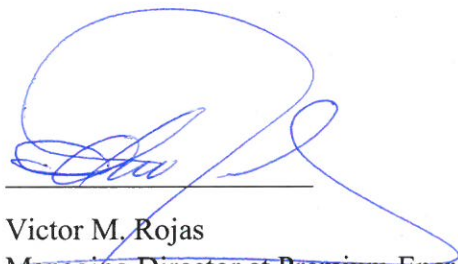
Chairperson  
Fort Independence Reservation  
P.O. Box 67  
Independence, CA 93526  
Telephone: (760) 878-5160

## VERIFICATION STATEMENT

This application for a preliminary permit for the proposed Owens Valley Pumped Storage Project #1 is executed in the state of California, county of Los Angeles.

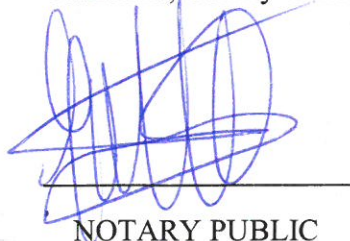
By: Victor M. Rojas  
Premium Energy Holdings, LLC  
355 South Lemon Ave, Suite A  
Walnut, CA 91789

Being duly sworn, deposes, and says that the contents of this application for a preliminary permit are true to the best of his knowledge or belief. The undersigned applicant has signed the application on this 24th day of June of 2019.



Victor M. Rojas  
Managing Director at Premium Energy Holdings, LLC

Subscribed and sworn before me, a Notary Public of the State of California, County of Los Angeles, this day of June 24<sup>th</sup>, 2019.



NOTARY PUBLIC



## EXHIBIT 1 – DESCRIPTION OF THE PROPOSED PROJECT

### 1. GENERAL CONFIGURATION

The proposed Owens Valley Pumped Storage Project #1 would be located 5 miles away from Bishop, California. Its facilities would be between the Southern Mono County and Northern Inyo County. Communities within the project’s influence area include Laws, Wilkerson, Deep Springs, Round Valley, Mesa, Rovana, Forty Acres, Sunny Slopes, Small Meadows, Paradise, Tom's Place, Aspen Springs and Crowley Lake.

The project concept envisions the construction of a pumped storage generating facility employing a proposed lower reservoir created in the Lower Owens Gorge and a proposed upper reservoir create in either White Mountains Range or the Upper Owens Gorge. Three upper reservoir alternatives have been preliminarily analyzed for this project and are listed below.

- Alternative 1: A new Upper Owens Gorge Reservoir at 6,460 ft el.
- Alternative 2: A new Gunter Reservoir at 8,800 ft el.
- Alternative 3: A new Silver Creek Reservoir at 7,800 ft el.

The first and foremost alternative for an upper reservoir is a new reservoir in the upper Owens River Gorge. In case any liability is encountered, the applicant proposes two additional upper reservoir alternatives in the White Mountains. However, the upper reservoir alternatives will be studied and pursued in the order they are listed. If the Upper Owens Gorge Reservoir alternative is feasible and obtains approval, the White Mountains reservoir alternatives will not be pursued to avoid further environmental disturbances.

The project’s proposed upper and lower reservoirs would require the construction of a new embankment for them to be filled and interconnecting hydraulic pressure tunnels. The embankments for the project’s proposed reservoirs would consist of roller compacted concrete dams. Conceptual dimensions for the project’s dams and tunnels are detailed in tables 1 and 2, respectively.

Table 1. New Reservoirs’ Embankment Dimensions

Description	Reservoir	Dam Crest Elev. [ft]	Dam Height [ft]	Dam Length at Crest [ft]
Lower Reservoir	Lower Owens Gorge Reservoir	4,895	375	1,000
Upper Reservoirs Alternatives	Upper Owens Gorge Reservoir	6,475	400	1,365
	Gunter Reservoir	8815	515	1,260
	Silver Creek Reservoir	7815	655	1,910

Table 2. Pressure Tunnel Alternatives Dimensions

Upper Reservoir	Lower Reservoir	Head [ft]	Tunnel Diameter [ft]	Tunnel Length [mi]
Upper Owens Gorge Reservoir	Lower Owens Gorge Reservoir	1,580	28	6.9
Gunter Reservoir	Lower Owens Gorge Reservoir	3,920	21	17.4
Silver Creek Reservoir	Lower Owens Gorge Reservoir	2,920	24	17.6

The Owens Valley Pumped Storage Project #1 would operate as a closed loop hydro-power pumped storage plant. The project’s operation would not alter the existing streams flow. Once the proposed reservoirs are filled with enough stored water for project operation, water will not be diverted from the upstream Owens River or Lake Crowley.

The proposed power plant is anticipated to be a cavern-type powerhouse located underground. The powerhouse would be located about a mile away from the proposed lower reservoir shore. The underground powerhouse would have an access tunnel, and would be connected to a headrace pressure tunnel, and a tailrace pressure tunnel. Hence, the project’s main features will be located underground and will not alter the existing landscape or cause environmental disturbances. Except for the proposed reservoirs and electrical transmission, the project’s facilities will be out of public sight.

Besides the construction of the new upper and lower reservoir; the construction of pressure tunnels, underground generating/pumping powerhouse, electrical switchyard, interconnecting transmission line, and other appurtenant facilities would complete the project. The proposed Owens Pumped Storage Power Plant #1 would be able to generate between 1,200 MW and 2,000 MW of electrical power. The project’s transmission lines would interconnect with Los Angeles Department of Water and Power (LADWP) AC or DC transmission system. An additional interconnection with SCE’s Windhub Substation would facilitate the exchange of renewable energy with SCE as well as with other municipal utilities in southern California. Upgrades to existing transmission lines and substations may be necessary to deliver the electrical power to the existing high-voltage regional transmission system.

## 2. RESERVOIRS

The upper and lower reservoirs configuration is to be the best suited to maximize the available hydraulic head, as well as minimize the pressure tunnels layout within environmental constraints. The proposed reservoir sites within this application are the result of conceptual engineering completed by Premium Energy and its consultants. During the term of the preliminary permit, Premium Energy will further investigate on the new reservoirs configuration and select the best suited location for energy, economic and environmental considerations.



The project concept includes a new Lower Owens Gorge Reservoir serving as lower reservoir, and a new reservoir in the Upper Owens Gorge or the White Mountains serving as upper reservoir. A hydraulic head of up to 3,920 ft would exist between the new reservoirs, which would be exploited for hydro power generation.

A. Upper Reservoirs Configuration

The project’s upper reservoir alternatives include two reservoirs located in the White Mountains Range and one in the Upper Owens River Gorge. The upper reservoir alternatives’ physical characteristics are detailed in table 3.

Table 3. Upper Reservoir Alternatives’ Characteristics

<b>Reservoir</b>	<b>Surface Area [acre]</b>	<b>Storage Capacity [acre-ft]</b>	<b>Maximum Surface Elevation [ft]</b>
Upper Owens Gorge Reservoir	175	23,420	6,460
Gunter Reservoir	110	16,600	8,800
Silver Creek Reservoir	90	20,770	7,800

To enable pumped storage operation, the new selected upper and lower reservoirs would have intake-outlet structures with a submerged intake at an adequate height. Below this elevation, a permanent reserve of water will remain in the reservoirs. From the intake-outlet structures, the head race pressure tunnel will unfold to connect the selected upper reservoir to the underground powerhouse located near the proposed Lower Owens Gorge Reservoir.

The proposed upper reservoir alternatives would naturally discharge runoff to either the Owens River, the Gunter Creek or the Silver Creek. During high water level season, excess water from the proposed Upper Owens Gorge Reservoir would be discharged directly to the downstream Owens River. On the other hand, the Gunter Reservoir and the Silver Creek Reservoir would discharge to the Gunter Creek and the Silver Creek, respectively. These two creeks reach the eastern plains of the North McNally Canal. Excess water would eventually reach the Owens River downstream the Laws Ditch joint.

The two proposed upper reservoir alternatives located in the White Mountains would have enough hydraulic head and storage capacity to allow power generation at 2,000 MW for up to 24 hours. However, due to water storage limitations, the proposed upper reservoir alternative located in the Upper Owens River Gorge would only allow power generation at 1,200 MW for 12 hours, with back up for 24 hours.

B. Lower Reservoirs Configuration

The project proposes the new lower reservoir to be created in the Lower Owens River Gorge, around 1.2 miles upstream the Control Gorge substation. The new Lower Owens Gorge Reservoir will have a surface area of 190 acres and a storage capacity of 23,500 acre-ft at a maximum surface elevation of 4,880 ft. The proposed lower reservoir would

naturally discharge to the Owens River. The Owens River currently supplies water for the L.A. Aqueduct System, which delivers water from the Owens River to Los Angeles. However, the project's pumped storage power plant will operate in a closed loop. Therefore, operation will reuse the water in a cyclic manner and will not divert water from the upstream water sources. The project's proposed reservoirs will provide enough water storage capacity for 12 hours of operation, with a backup reserve to generate power for up to 24 hours.

### 3. TRANSMISSION LINES

The Project proposes three interconnection alternatives with the regional electric utility network:

- Transmission alternative 1 interconnects the project to LADWP's Control Gorge Substation. The power is then transmitted through upgraded LADWP's existing 230 kV transmission line to Barren Ridge substation or upgraded to 500 kV AC transmission lines to the Sylmar AC Switchyard.
- Transmission alternative 2 will deliver the power to Sylmar Converter Station making use of a section of the existing PDCI. The interconnection would require one of the following upgrade options for the existing PDCI segment going from Owens Valley to Sylmar Converter Station:
  - Upgrade the existing PDCI poles to a 4+ conductor bundle per pole with reinforced electrical towers.
  - Addition of a second DC circuit in the same PDCI segment with modified electrical towers to support two independent circuits.This alternative would also require the construction of a new converter station east of the Lower Owens Gorge and a new converter station in a rebuilt Sylmar West Converter Station.
- A third transmission alternative follows the same configuration of transmission alternative 2, except it will not make use of the PDCI corridor. Instead, this alternative would employ laying underwater HVDC cables in the L.A. Aqueduct.

In order to harness and store excess renewable energy, the project proposes interconnection with Southern California Edison's (SCE) TRTP Windhub Substation for all transmission alternatives. Transmission alternative 1 would require a new 500 kV mid-point substation to interconnect with SCE's Windhub substation. On the other hand, a new converter station near Windhub Substation would be required for transmission alternatives 2 and 3. This new converter station would allow for the interconnection of HVDC electrical power to the AC Windhub substation for the project's operation.

Further studies of the project's transmission lines alignment, voltage, number of circuits, and interconnection alternatives will be carried out during the term of this preliminary permit, to select the most preferable alternative. The interconnection voltage may be 230 kV or 500 kV, AC or DC, depending upon the results of studies to be carried out. In case the project uses 500 kV AC transmission lines, the upgrade of subsequent transmission lines and involved substations will be necessary.

#### 4. PROJECT CAPACITY

The project is proposed to store excess renewable energy, helping to integrate renewables onto the grid, and to supply base loaded power generation with some primary load following capability. Based on preliminary analysis, the planned installed capacity of the Owens Valley Pumped Storage Project #1 would be up to 2,000 MW. However, the project's rating may change as studies proceed. Premium Energy also plans to conduct transmission system studies and power market investigations to help further refine the range of suitable generation capabilities.

Assuming a plant capacity factor of 40%, the Owens Valley Pumped Storage Project #1, rated at 2,000 MW, will produce a total of 6,900 GWh of annual energy production. Furthermore, assuming a typical pumped storage efficiency of 75%, the project would have an annual energy requirement of 8,800 GWh for pumping water to the upper reservoir. The proposed project would have the capacity to provide 12 hours of continuous output. The capacity of the proposed reservoirs would also allow for up to 24 hours of continuous output in case it is required by the electrical network demands.

On a preliminary basis, the maximum gross head may be up to 3,920 feet depending on the upper reservoir location. At the present time, the project concept envisions procurement of three to five new pump-turbine generator-motor sets. Each unit would have a nominal rating at 400 MW.

#### 5. FEDERAL LANDS

The project study boundary, as shown on Exhibit 3, encompasses part of the Inyo National Forest, the Bureau of Land Management California lands and City land belonging to either the Los Angeles Department of Water and Power (LADWP) or private owners. The project's proposed White Mountains reservoir alternatives would be in the eastern section of the Inyo National Forest, managed by the U.S. Forest Service. The proposed Upper Gorge Reservoir alternative, as well as the proposed Lower Gorge Reservoir would be created in the Owens River Gorge land, which is currently owned by LADWP. The hydro power pressure tunnels would mostly go through part of the Inyo National Forest and City land. The alignment of the tunnels has been proposed to avoid the existing wilderness study areas, managed by the Bureau of Land Management.

The interconnection of the project may require new transmission lines in the Owens Valley to interconnect the project's power plant to either the Control Gorge Substation or a new converter station east of the lower Owens River Gorge. This new transmission corridor alternatives would occupy Bureau of Land Management lands and LADWP's city land. After this new transmission line, the subsequent existing transmission lines and substations that will be upgraded are in Los Angeles Department of Water and Power lands. These lands correspond to either the subsequent 230 kV AC transmission lines corridor, the PDCI corridor, or the L.A. Aqueduct corridor; for transmission alternatives 1, 2, and 3, respectively.

## 6. ADDITIONAL INFORMATION

Premium Energy acknowledges the comments submitted by intervenors in the prior application filed under docket P-14984, especially those submitted by the Mono county and Inyo county communities. Premium Energy commits to ensure safety and contentment of the communities within the project's influence area. Furthermore, respect and preservation of the existing environments and water resources is in Premium Energy's best interest. Mitigation measures and environmental remediation will be carried out throughout the project's lifetime to reduce the possible affectations.

Premium Energy understands the importance of preserving the Wilderness designated areas under the Wilderness Act of 1964. Premium Energy recognizes the major concern raised by the communities and the U.S. Department of Agriculture caused by the project's possibility of invading the John Muir Wilderness or the White Mountains Wilderness areas. Nevertheless, Premium Energy has studied the existing Wilderness areas boundaries and the hereby proposed Owens Valley Pumped Storage Project #1 would stay out of the bounds of either the John Muir Wilderness Area or the White Mountains Wilderness Area.

Likewise, the upper reservoir alternatives in the White Mountains Range are proposed to be located outside the Ancient Bristlecone Pine Forest area. Premium Energy recognizes the scientific, cultural and scenic importance of the Great Basin bristlecone pines. Therefore, preserving the Ancient Bristlecone Pine Forest is of great interest to Premium Energy. Furthermore, Premium Energy assures the project facilities would not cross or interfere with the existing Fish Slough Ecological Reserve, managed by California's Department of Fish and Wildlife. The pressure tunnel alignments are also proposed to circumvent or reduce crossings to the Fish Slough or Volcanic Tablelands Wilderness Study Areas.

Recreational activities in the Owens River Gorge, mainly rock climbing, are also one the concerns Premium Energy is aware of. However, after close inspection of the Owens River Gorge, the applicant has found that the proposed Owens River Gorge reservoirs will be at a safe distance from the Owens River Gorge main climbing spots, which are mainly downstream the existing LADWP Upper and Middle Gorge Power Plants. Premium Energy commits to ensure that recreational activities stay a main attraction in the Owens River Gorge and minimize the impact the proposed Owens Gorge Reservoirs may cause.

Finally, Premium Energy comprehends the environmental and public concern the proposed project might awake and is committed to provide adequate and feasible solutions. Premium Energy also realizes the need of implementing and harnessing clean renewable energy sources, which is why the proposed project would as well result in major environmental benefits to the state. The project would reduce greenhouse gas emissions associated to fossil fuel power generation, and work towards the state's carbon-free electricity goals.

Premium Energy commits to working with all agencies and intervenors to address any project related issues and concerns.

No further definitive information regarding this project is available at the time of preparing this application.

**LAND DESCRIPTION**

**Public Land States  
 (Rectangular Survey System Lands)**

1. STATE CALIFORNIA 2. FERC PROJECT NO. P-14996

3. TOWNSHIP 4S RANGE 30E MERIDIAN Mount Diablo

4. Check one:

License  
 Preliminary Permit

Check one:

Pending  
 Issued

If preliminary permit is issued, give expiration date: Not applicable

**5. EXHIBIT SHEET NUMBERS OR LETTERS**

<b>Section 6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>18</b>	<b>17</b>	<b>16</b>	<b>15</b>	<b>14</b>	<b>13</b>
<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>
<b>30</b>	<b>29</b>	<b>28</b>	<b>27</b>	<b>26</b>	<b>25</b> Exhibit 3
<b>31</b>	<b>32</b>	<b>33</b>	<b>34</b>	<b>35</b>	<b>36</b> Exhibit 3

6. Contact's name Victor M. Rojas

Telephone no. (909-595-5314)

Date submitted June 24, 2019

**This information is necessary for the Federal Energy Regulatory Commission to discharge its responsibilities under Section 24 of the Federal Power Act.**

**LAND DESCRIPTION**

**Public Land States  
 (Rectangular Survey System Lands)**

1. STATE CALIFORNIA 2. FERC PROJECT NO. P-14996

3. TOWNSHIP 4S RANGE 31E MERIDIAN Mount Diablo

4. Check one:

License  
 Preliminary Permit

Check one:

Pending  
 Issued

If preliminary permit is issued, give expiration date: Not applicable

**5. EXHIBIT SHEET NUMBERS OR LETTERS**

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<b>31</b> Exhibit 3	<b>32</b>	<b>33</b>	<b>34</b>	<b>35</b>	<b>36</b>

6. Contact's name Victor M. Rojas

Telephone no. (909-595-5314)

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**LAND DESCRIPTION**

**Public Land States  
 (Rectangular Survey System Lands)**

1. STATE CALIFORNIA 2. FERC PROJECT NO. P-14996

3. TOWNSHIP 5S RANGE 31E MERIDIAN Mount Diablo

4. Check one:

License  
 Preliminary Permit

Check one:

Pending  
 Issued

If preliminary permit is issued, give expiration date: Not applicable

**5. EXHIBIT SHEET NUMBERS OR LETTERS**

<b>Section 6</b> Exhibit 3	<b>5</b> Exhibit 3	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>7</b>	<b>8</b> Exhibit 3	<b>9</b> Exhibit 3	<b>10</b>	<b>11</b>	<b>12</b>
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3. TOWNSHIP 6S RANGE 31E MERIDIAN Mount Diablo

4. Check one:

License  
 Preliminary Permit

Check one:

Pending  
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If preliminary permit is issued, give expiration date: Not applicable

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**LAND DESCRIPTION**

**Public Land States  
 (Rectangular Survey System Lands)**

1. STATE CALIFORNIA 2. FERC PROJECT NO. P-14996

3. TOWNSHIP 6S RANGE 32E MERIDIAN Mount Diablo

4. Check one:

License  
 Preliminary Permit

Check one:

Pending  
 Issued

If preliminary permit is issued, give expiration date: Not applicable

**5. EXHIBIT SHEET NUMBERS OR LETTERS**

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6. Contact's name Victor M. Rojas

Telephone no. (909-595-5314)

Date submitted June 24, 2019

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**LAND DESCRIPTION**

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 (Rectangular Survey System Lands)**

1. STATE CALIFORNIA 2. FERC PROJECT NO. P-14996

3. TOWNSHIP 6S RANGE 33E MERIDIAN Mount Diablo

4. Check one:

License  
 Preliminary Permit

Check one:

Pending  
 Issued

If preliminary permit is issued, give expiration date: Not applicable

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3. TOWNSHIP 6S RANGE 34E MERIDIAN Mount Diablo

4. Check one:

License  
 Preliminary Permit

Check one:

Pending  
 Issued

If preliminary permit is issued, give expiration date: Not applicable

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6. Contact's name Victor M. Rojas

Telephone no. (909-595-5314)

Date submitted June 24, 2019

**This information is necessary for the Federal Energy Regulatory Commission to discharge its responsibilities under Section 24 of the Federal Power Act.**

## **EXHIBIT 2 – DESCRIPTION OF THE PROPOSED STUDIES**

### **1. GENERAL REQUIREMENT**

Premium Energy proposes to carry out an exhaustive feasibility study to evaluate the proposed reservoirs layout alternatives, as well as the power transmission alternatives. The primary aspects to be studied are the geological, environmental and water resources, and electrical engineering of the project. The studies will also include the economic viability and financing of the project. The complete feasibility study will include:

- Project site land surveys.
- Geological and seismic investigations.
- Soil surveys, test pits, core holes and topographical surveying.
- Hydrological studies including runoff, rain, evaporation and groundwater flow.
- Evaluation of reservoirs configuration alternative.
- Devising of the project water supply plan, including legal and water rights matters.
- Environmental and cultural impact study comprising environmental surveys, impact identification, evaluation and mitigation measures.
- Engineering studies to optimize the project's physical configuration.
- Energy market studies and determining preliminary power sales and supply expectations.
- Evaluation of transmission interconnection alternatives including electrical system impact studies.
- Determination of size and specifications of the required equipment.
- Cost estimates, economic feasibility and financing options investigation.

Based on the results and findings of the initial stages of the feasibility study, the applicant will prepare a Notice of Intent and Pre-Application Document as detailed in 18 C.F.R. §§5.5 and 5.6.

Temporary access roads will be required to reach the project's proposed reservoirs site and perform the required studies. Two of the proposed temporary access roads would start from the existing Owens Gorge Road and lead to the proposed Upper Owens Gorge Reservoir site and the proposed Lower Owens Gorge Reservoir site, respectively. The proposed Gunter Reservoir site would be reached through an extended Gunter Canyon road. Likewise, the proposed Silver Creek Reservoir site would be reached using the existing Silver Canyon Road.

Additionally, access roads leading to the new substation site to interconnect Windhub Substation will be required for transmission alternative 1. Likewise, access roads to the proposed converter stations site will be required for transmission alternatives 2 and 3.

## 2. WORK PLAN FOR NEW DAMS CONSTRUCTION

The new dams' construction will require subsurface investigations at the White Mountains Range, as well as the Owens River Gorge. The investigations will be carried out at the proposed reservoirs site, as depicted in exhibit 3. Soil and rock borings will be necessary to determine the rock/soil structure and stability for the proposed dams and power plant foundations. Soil and rock samples shall be extracted to conduct studies and determine the soil mechanical properties. Therefore, assessing the project site's suitability for construction of the new dams. Furthermore, seismic surveys will also be required to ensure reliability of the proposed dams and the safety of the surrounding communities.

The schedule of activities will be completed by the applicant during the permit period as shown in the table below:

Table 4. Schedule of Activities

<b>Schedule</b>	<b>Activity</b>
Beginning in Month 1 to the end of Month 4	Conceptual engineering and evaluation of the alternative reservoir configurations
Beginning in Month 1 to the end of Month 6	Initial scoping and consultation
Beginning in Month 5 to the end of Month 10	Geotechnical and hydrological studies
Beginning in Month 7 to the end of Month 12	Soil and topographical surveying
Beginning in Month 1 to the end of Month 16	Environmental and cultural impact study
Beginning in Month 1 to the end of Month 14	Engineering studies to optimize the project's physical configuration
Beginning in Month 4 to the end of Month 16	Planning and evaluation of transmission interconnection alternatives
Beginning in Month 1 to the end of Month 12	Devising of water supply plan
Beginning in Month 12 to the end of Month 18	Legal and water rights matters
Beginning in Month 14 to the end of Month 24	Determination of size and specifications of the required equipment
Beginning in Month 10 to the end of Month 16	Energy market evaluation
Beginning in Month 6 to the end of Month 16	Cost estimating, economic feasibility & financial planning investigation
Beginning in Month 10 to the end of Month 16	Preliminary licensing proposal, consultation, and documentation
Beginning in Month 16 to the end of Month 24	Preparation, review and filing of the FERC license application

The schedule of activities may deviate from its initial formulation. Activities may be adjusted or supplemented depending upon circumstances which may develop as the studies proceed. Remedial actions to the possible disturbance of the proposed studies include the implementation of an erosion and material disposal plan, backfilling of core borings and test pits and replanting any disturbed vegetation.

### 3. STATEMENT OF COSTS AND FINANCING

The total estimated cost of carrying out or preparing the studies, investigations, tests, surveys, maps, plans or specifications described above is \$5 Million.

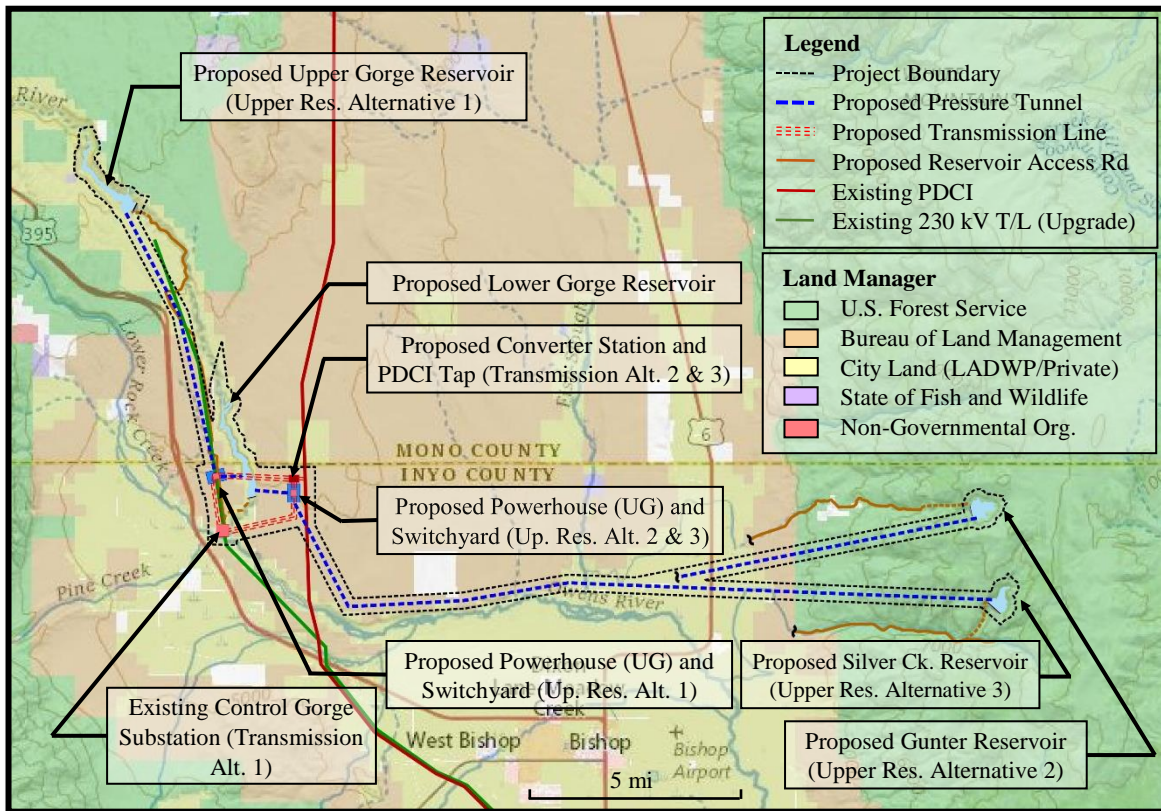
The expected sources of financing available to carry out the activities of the described feasibility study are:

- Premium Energy's available funds.
- Balance raising through investors.

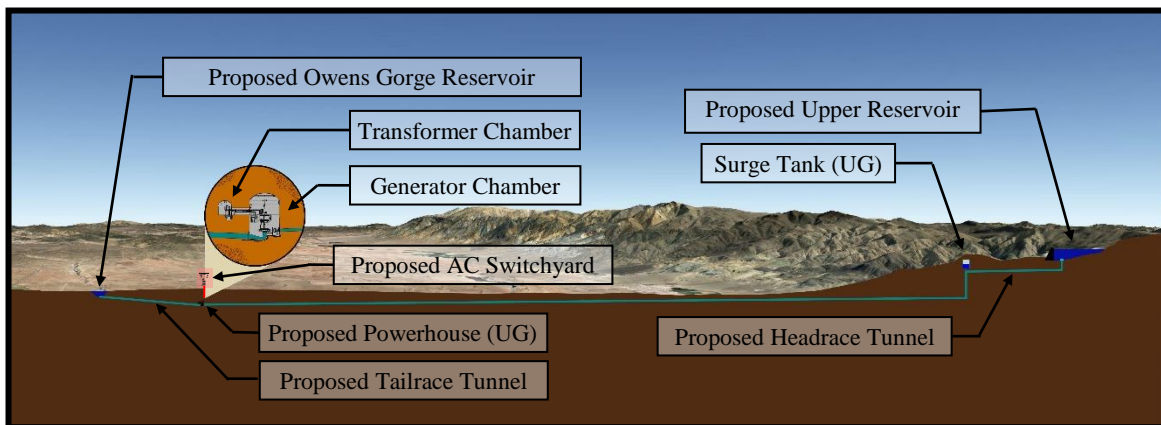
The proposed market for the energy storage and production covers the electric markets in California. Power purchasing entities and other potential off-takers will be identified in further investigations during the term of the preliminary permit.

# EXHIBIT 3 – OWENS VALLEY PUMPED STORAGE PROJECT #1 MAP

## Owens Valley Pumped Storage Project #1 Study Area Boundary



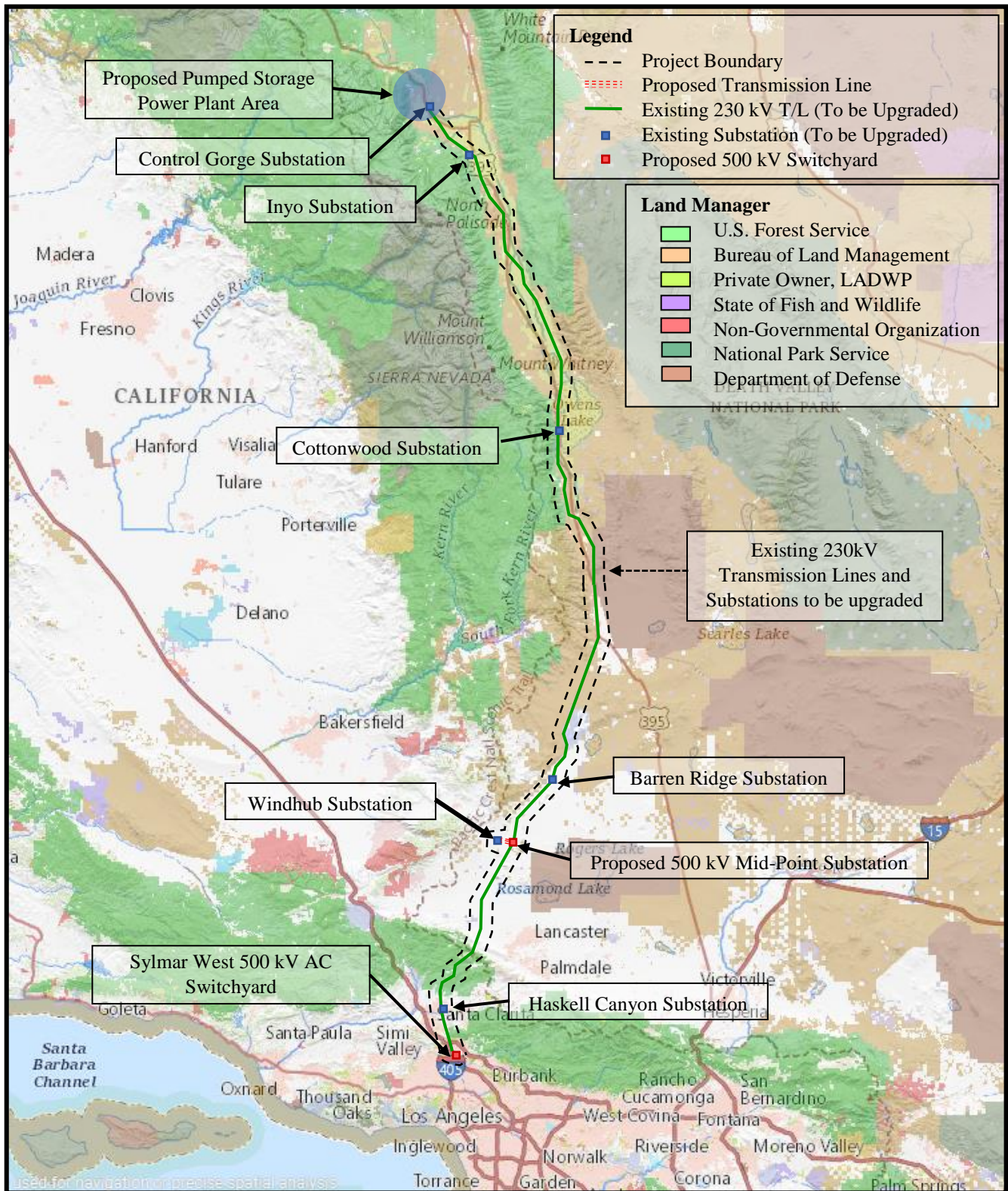
## Project's Typical Section View





# Owens Valley Pumped Storage Project #1 Study Area Boundary

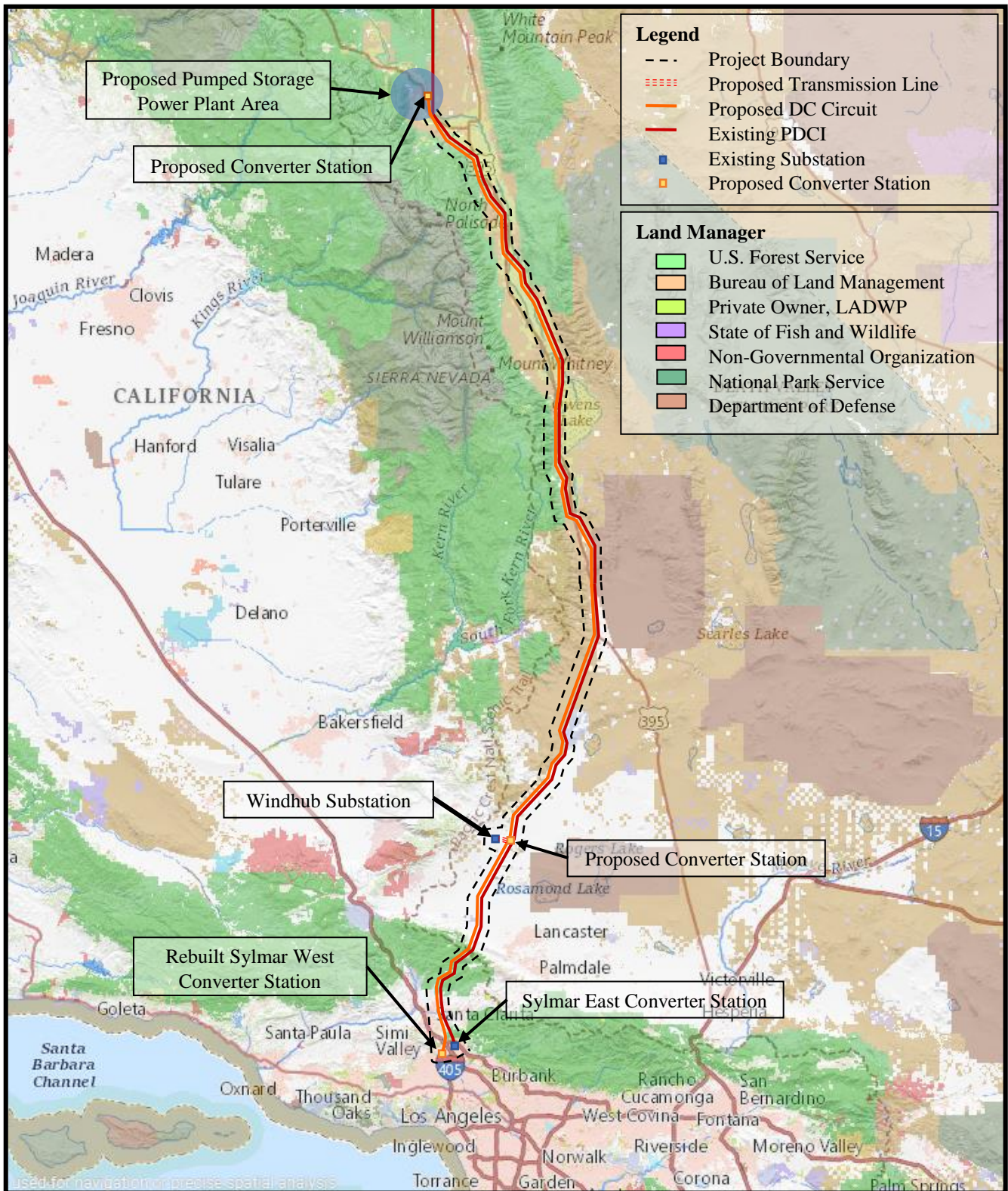
## Transmission Alternative 1 (AC)





# Owens Valley Pumped Storage Project #1 Study Area Boundary

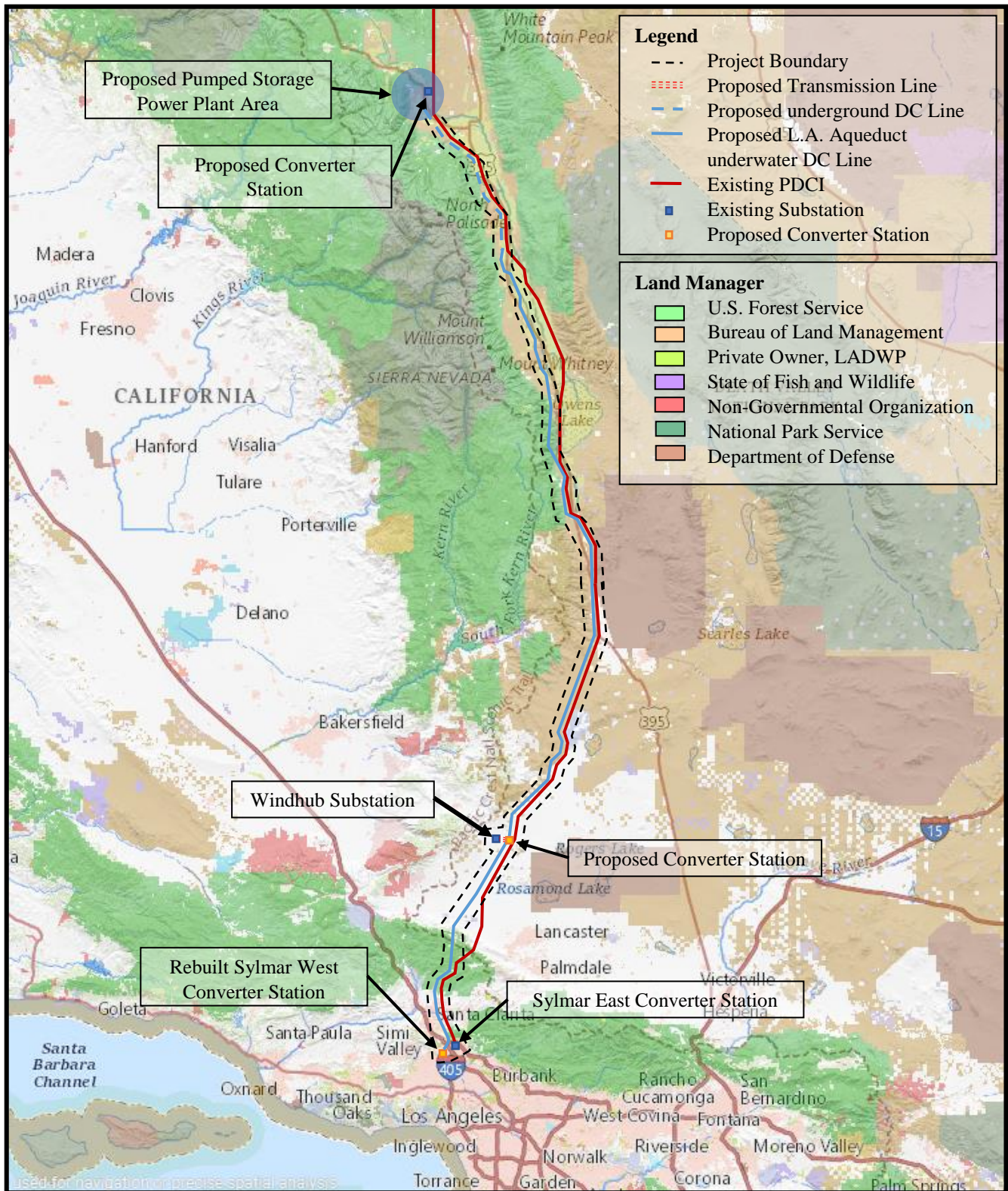
## Transmission Alternative 2 (Overhead DC)





## Owens Valley Pumped Storage Project #1 Study Area Boundary

### Transmission Alternative 3 (L.A. Aqueduct Underwater DC Cable)





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

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

*Shannon Kendall, Clerk of the Board*

July 2, 2019

**VIA FERC E-FILING SYSTEM**

Kyle Olcott  
Federal Energy Regulatory Commission  
Division of Hydropower Licensing  
888 First Street NE  
Washington, DC 20426

**VIA POSTAL MAIL AND EMAIL**

Victor Rojas  
Managing Director, Premium Energy Holdings, LLC  
355 South Lemon Ave, Suite A  
Walnut, CA 91789  
Email: vvrojas@pehllc.net

RE: Premium Energy Holdings, LLC's Amendment of the Application for a Preliminary Permit for the Owens Valley Pumped Storage Project #1, FERC Docket No. P-14996

Dear Mr. Olcott and Mr. Rojas,

Mono County appreciates the opportunity to comment on the amendment to the application for a Preliminary Permit submitted by Premium Energy Holdings' on June 24, 2019. The amendment to the Owens Valley Pumped Storage Project #1, P-14996 has many similarities to the previously submitted project application, Owens Valley Pumped Storage Project, P-14984, which was determined to be patently deficient by the Federal Energy Regulatory Commission (FERC). Prior to denial, the Mono County Board of Supervisors submitted three letters objecting to the project. The first letter was sent on May 10, the second letter sent on May 20 was with regards to the first application amendment, and the third letter sent on May 21 was with regards to the second application amendment.

Mono County continues to maintain that the amended application for project P-14996 fails to conform adequately to FERC regulatory requirements for applications for preliminary permits. 18 C.F.R. § 4.32(e). FERC regulations require applicants for preliminary permits to identify "[e]very other political subdivision in the general area of the project that there is reason to believe would

Mr. Kyle Olcott

RE:Premium Energy's Amended Application for Preliminary Permit, FERC Docket No. P-14996

June 26, 2019

Page 2 of 4

likely be interested in, or affected by, the application.” 18 C.F.R. § 4.32(a)(iv). Although Premium's amended application identifies several political entities, it fails to identify the following political subdivisions likely interested in and/or affected by Premium's amended application: (i) the Town of Mammoth Lakes; (ii) the Wheeler Crest Community Services District; (iii) the Mammoth Lakes Fire Protection District; (iv) Mammoth Community Water District; (v) Paradise Fire Protection District; (vi) Wheeler Crest Fire Protection District; (vii) Hilton Creek Community Services District; (viii) Long Valley Fire Protection District; (ix) Great Basin Unified Air Pollution Control District; (x) the Tri-Valley Groundwater Management District; (xi) Chalfant Valley Fire Protection District; and (xii) the community of White Mountain Estates.

In addition, the alternative reservoir location constitutes a separate project for which a complete and separate application should be filed. Filing complete applications for each project within the proposal was the basis of FERC's letter of deficiency for the previous project (P-14984) and applies similarly in this case.

Amended application P-14996 raises many of the same concerns already expressed by the Mono County Board of Supervisors and new issues, including:

- 1) Impacts to the Eastern Sierra environment and natural resources: several Eastern Sierra environmental and natural resources would be impacted by Premium's proposed project, including a designated wilderness study area (the Volcanic Tablelands);
- 2) Impacts to designated critical habitat for the Fish Slough Milk-Vetch (*Astragalus lentiginosus* var. *piscinensis*);
- 3) Impacts to surface and groundwater flows due to the size and scale of the project;
- 4) Impacts to recreational resources, such as the fishing, hiking, and world-class rock climbing throughout the Owens River Gorge; and
- 5) Visual impacts of new transmission lines, reservoirs, dams, and altered landscape for pressure tunnels within the corridor of U.S. Highway 395 in Mono County, and State Highway 168 in Inyo County, both of which have been designated California State Scenic Highways; and
- 6) Engineering and financial feasibility: Mono County has specific knowledge from previous development projects of the difficulties of trying to drill through Bishop Tuff, which comprises much of the geology through the project area. The tunneling will also result in an enormous amount of fill that will be a challenge to dispose of without additional environmental impacts.

The new above-ground energy transmission lines proposed in Premium's Amended Application pose a significant wildlife risk. Given recent wildfires throughout the State of California, and specifically the 2015 Round Valley Fire that burned structures and caused significant property damage in the Swall Meadows community nearby the proposed project location, residents of surrounding communities are opposed to above-ground energy transmission lines. Mono County requires new utility lines to be installed underground for both safety and aesthetic purposes (Enclosure A).

Mr. Kyle Olcott

RE:Premium Energy's Amended Application for Preliminary Permit, FERC Docket No. P-14996

June 26, 2019

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The Project will necessitate changes to existing transmission infrastructure. The existing energy transmission infrastructure that Premium's amended application proposes to connect to is unlikely to support the anticipated scale of energy generation by the proposed project. Significant overhauling and expansion of the energy transmission infrastructure would likely be required, resulting in an expensive project with additional environmental impacts over an area broader than otherwise represented in Premium's amended application.

At this time, the Mono County Board of Supervisors is opposed to P-14996 and strongly urges FERC not to accept for filing Premium's Amended Application because it fails to adequately conform to FERC regulatory requirements and poses too great a risk to the Eastern Sierra communities and the natural environment. If, however, FERC decides to accept Premium's Amended Application for filing, the Board requests that FERC direct Premium to serve copies of its application on the U.S. Department of Interior and the U.S. Army Corps of Engineers. 18 C.F.R. § 4.32(b)(1).

Finally, the Board requests that any and all decisions or approvals related to Premium's Amended Application and its proposed project be made at a local meeting in southern Mono County and/or northern Inyo County. Such a meeting will be critical to provide accurate project information and to receive the comments and concerns of residents interested in and impacted by Premium's proposed project. The Board requests assurance that no decision will be made without FERC or Premium first holding a local meeting.

The Mono County Board would also like to note that the request for a meeting with Premium Energy representatives remains, although it is has gone unanswered.

Thank you for your time and consideration of the Board's comments. Should you have any questions regarding our comments or wish to discuss our concerns further, please contact Mono County Community Development Director Wendy Sugimura at (760) 924-1814 or [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov)

Sincerely,

John Peters

Chair, Mono County Board of Supervisors

Attachments: A. Mono County utility regulations

cc: President Donald Trump (via postal mail)  
Congressman Paul Cook (via postal mail)  
Assemblyman Frank Bigelow (via postal mail)  
Senator Andreas Borgeas (via postal mail)  
Premium Energy Holdings, LLC (via email only)  
Inyo National Forest (via email only)

Mr. Kyle Olcott

RE:Premium Energy's Amended Application for Preliminary Permit, FERC Docket No. P-14996

June 26, 2019

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Sierra National Forest (via email only)  
U.S. Bureau of Land Management (via email only)  
California Natural Resources Agency (via email only)  
California Department of Fish and Wildlife (via email only)  
California Energy Commission (via email only)  
Great Basin Unified Air Pollution Control District (via email only)  
Town of Mammoth Lakes (via email only)  
Wheeler Crest Community Services District (via email only)  
Mammoth Lakes Fire Protection District (via email only)  
Paradise Fire Protection District (via email only)  
Wheeler Crest Fire Protection District (via email only)  
Hilton Creek Community Services District (via email only)  
Long Valley Fire Protection District (via email only)  
Inyo County Board of Supervisors (via email only)  
Inyo County Water & Planning Departments (via email only)  
Bishop City Council (via email only)  
Los Angeles Department of Water and Power (via email only)  
The Sierra Club (via email only)  
Friends of the Inyo (via email only)  
Owens Valley Committee (via email only)



## **MONO COUNTY GENERAL PLAN, LAND USE ELEMENT**

### **Chapter 11 – Utilities**

#### 11.010.F. Utility Distribution Lines for All Other Infrastructure

All other types of utility distribution lines shall be installed underground, unless the applicant has obtained a Director Review Permit with Notice for overhead installation, in the manner specified in Chapter 31, Director Review Processing. For projects that require a use permit, the application for overhead utility lines shall be processed as part of the use permit application. Projects located in the County right of way shall also require an encroachment permit from the Public Works Department.

Prior to considering issuance of a permit, planning staff shall work with the applicant to site and design the project in a manner that avoids or minimizes the use and impact of overhead lines. Consideration should be given to combining lines and co-locating with other applicable facilities whenever possible. If LAND USE ELEMENT II-265 Land Use Element – 2018 overhead installation is necessary, all of the criteria in Section 11.010D 1-4 shall be evaluated to provide justification, at least one finding must be made, and anticipated impacts shall be avoided, minimized, or mitigated to the extent possible. In addition, the following requirements shall be applied:

1. Within Scenic Highway corridors, a variance (see Ch. 33, Variance Processing) and/or deviation authorization from the California PUC is required prior to approval of overhead construction; and
2. In County rights of way other than Scenic Highway corridors, a use permit must be obtained prior to allowing overhead construction.

### **Estate Residential Land Use Designation**

INTENT: The “ER” designation is intended to permit large-lot, single-family dwelling units with ancillary rural uses in areas adjacent to developed communities. Small-scale agriculture is permitted.

#### PERMITTED USES

- Single-family dwelling
- Small-scale agriculture
- Accessory buildings and uses<sup>1</sup>
- Manufactured home used as a single-family dwelling<sup>2</sup>
- Animals and pets (see Animal Standards Section 04.270)
- Home occupations (see Home Occupation regulations, Section 04.290)
- Accessory Dwelling Unit (as prescribed in Chapter 16, Development Standards – Accessory Dwelling Unit)
- Transitional and Supportive Housing<sup>5</sup>
- Outdoor cultivation of a maximum of six mature and 12 immature cannabis plants under the Compassionate Use Act.

#### USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

None stated

#### USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Recreational amenities, e.g., art galleries, country clubs and golf courses
- Kennel
- Construction of an accessory building prior to construction of the main building
- Mobile-home parks (see Dev. Standards – Mobile Homes & Mobile-home Parks, Ch. 17)
- Manufactured housing subdivision (see Ch. 18)
- Short-term rentals (fewer than 30 consecutive days) in compliance with Chapter 25 of the Land Development Regulations (set forth in Section VI of this Land Use Element) and with a valid Short-Term Rental Activity Permit and in compliance with all operational requirements of Chapter 5.65 of the Mono County Code and any applicable area plan policies (e.g., see June Lake Area Plan, see Objective 13.M.).



DEVELOPMENT STANDARDS

- Minimum Parcel Size: 1 acre <sup>4</sup>
- Minimum District Area: 5 acres
- Minimum Lot Dimensions: Width – 60’  
Depth – 100’
- Maximum Lot Coverage: 40%
- Minimum Setbacks:  
Front: 50’ Rear: 30’<sup>sl</sup> Side: 30’<sup>sl</sup>  
See Table 04.120 for other provisions.
- Building Density: 1 du/lot and an Accessory Dwelling Unit (see Ch. 16, Development Standards – Accessory Dwelling Units).
- Population Density: Maximum population density is 5.02 persons per five acres or approximately one person per acre.
- Maximum Building Height: 35’ See Table 04.010 for other provisions.

NOTES

1. Accessory buildings and uses customarily incidental to any of the permitted uses are permitted only when located on the same lot and constructed simultaneously with or subsequent to the main building
2. Provided that the unit is fewer than 10 years old and meets the criteria set forth in Section 04.280. When there are two mobile homes on the same parcel, they must: 1) comply with the Accessory Dwelling Unit requirements (see Ch. 16); or 2) comply with State standards for a mobile-home park and obtain a use permit from the County (see Ch. 17, Mobile Homes and RV Parks).
3. Uses may have been omitted from the list of those specified, hence the Commission may find other uses to be similar and not more obnoxious or detrimental to the public health, safety and welfare. See explanation of interpreting "similar uses" (Ch. 04, Uses not listed as permitted).
4. Lots requiring individual septic systems are subject to minimum dimensions as determined by the Lahontan Regional Water Quality Control Board.
5. Transitional and Supportive Housing projects are permitted in the same manner as other residential housing.

SEE ALSO

- Land Development Regulations –  
Ch. 04 Development Standards – General  
Ch. 06 Development Standards – Parking  
Table 04.010 Building Heights  
Table 04.120 Minimum Yards

FOOTNOTES

- sl. State Law requirement

**MONO COUNTY GENERAL PLAN, CONSERVATION/OPEN SPACE ELEMENT**

**II. ISSUES/OPPORTUNITIES/CONSTRAINTS, VISUAL RESOURCES**

4. The visual impacts of utility corridors and overhead utility lines have become an issue both in community areas and undeveloped areas. The Public Utilities Commission (PUC) regulates transmission lines; the County has authority over some distribution lines. The Mono County General Plan currently requires underground utility lines unless certain findings can be made and a use permit is approved for overhead lines (see Chapter 11 of the Land Use Element).

**Policy 20.C.2.** Future development shall be sited and designed to be in scale and compatible with the surrounding community and/or natural environment,

**Action 20.C.2.a.** Utilize the General Plan design guidelines (see appendices) for residential, commercial, and industrial development projects. At a minimum, the following development standards shall apply:

k. All new utilities shall be installed underground, in conformity with applicable provisions of the Mono County General Plan (see Chapter 11 of the Land Use Element);

**Action 20.C.2.i.** Require visually compatible drainage improvements in scenic highway corridors, and comply with the requirements of applicable agencies such as the CDFW, Lahontan Regional Water Quality Control Board, and Army Corps of Engineers. When feasible, do not place streams in underground drainage structures.

**Policy 20.C.3.** Proposed transmission and distribution lines shall be designed and sited to minimize impacts to natural and visual resources.

**Action 20.C.3.a.** Install utilities underground in conformity with Chapter 11 of the Land Use Element and the Mono County Code.

**Action 20.C.3.c.** Pursue the establishment of underground utility districts within scenic highway corridors as a mechanism to place existing overhead lines underground.

### **III. POLICIES, ENERGY RESOURCES & RESOURCE EFFICIENCY**

**GOAL 10. Protect the natural resources of Mono County from the potentially damaging effects of water storage and diversions for hydroelectric power generation.**

#### **Objective 10.A.**

Prevent conflict between the environment and hydroelectric power generation uses.

**Policy 10.A.1.** All hydroelectric power generation projects located on land under Mono County jurisdiction shall require a use permit.<sup>1</sup>

#### **Objective 10.B.**

Water diversions for hydroelectric power generation shall not occur on any stream that already has more than 20% of its length that is not contained in a wilderness area affected by water diversions or in a watershed that already has more than 25% of its average annual inflow diverted.

**Policy 10.B.1.** Mono County shall cooperate with the CDFW, State Water Resources Control Board, the BLM, the USFS, and the Federal Energy Regulatory Commission, in assessing impacts to streams from existing and proposed hydroelectric power generation, diversion for consumptive use, or other uses.

**Action 10.B.1.a.** Mono County shall develop, as part of its hydrologic database, information on water diversions (see the Water Resources Section of this Element).

**Policy 10.B.2.** The County shall consult with those federal and state decision-making bodies having the authority to grant permits for hydroelectric plants.

#### **Objective 10.C.**

Water diversions for hydroelectric power generation shall not be permitted to occur on any stream when credible scientific evidence indicates potential significant impacts to habitat for sensitive, listed or candidate threatened or endangered species; important spawning areas or other fishery values; key recreational resources; or viability for hydrologic research purposes, unless a statement of overriding considerations is made through the EIR process.

<sup>1</sup>Only those retrofit projects that entail major revisions to or replacement of the primary components of the system (i.e., penstock, generator, diversion structure, etc.) shall require a use permit.

**Policy 10.C.1.** Mono County shall cooperate with the CDFW, US Fish and Wildlife Service, the BLM, and the USFS in assessing potentially sensitive surface water resources.

**Action 10.C.1.a.** Mono County shall develop, as part of its hydrologic database, information on water resources and areas that should be protected (see the Water Resources Section of this Element).

**Policy 10.C.2.** The County shall provide input to those federal and state decision-making bodies having the authority to grant permits for hydroelectric plants regarding criteria to be evaluated prior to issuing or denying permission to develop further the hydroelectric potential of already impacted streams and watersheds.

**Objective 10.D.**

Hydroelectric facilities shall be sited so that they are not easily visible from scenic highways or important visual areas.

**Policy 10.D.1.** Project conditions shall require compliance with all applicable provisions of the Conservation/Open Space Element.

**GOAL 11. Encourage appropriately scaled renewable energy generation for use within the county.**

**Objective 11.A.** Increase renewable energy generation that is consistent with the county's visual and aesthetic qualities and values.

**Policy 11.A.1.** Support and incentivize residential and nonresidential distributed renewable energy generation.

**Action 11.A.1.a.** Pursue installation of solar photovoltaic systems, power purchase agreements, or solar collective programs to meet all or part of the electrical energy requirements of County-owned or -leased buildings.

**Action 11.A.1.b.** Continue offering and promoting incentives (e.g., streamlined permitting, prescriptive designs, fee waivers/reductions) to encourage installation of photovoltaic systems on new or existing buildings.

**Action 11.A.1.c.** Continue offering workshops and information for residents and businesses to provide resources and permitting assistance for those interested in adding renewable energy systems to their properties.

**Policy 11.A.2.** Encourage community-scale (<3 MW) renewable energy development on suitable lands, such as a biomass co-generation facility if sufficient supply becomes available.

**Action 11.A.2.a.** Support the development of appropriately sited community-scale renewable energy systems that meet critical evaluation criteria, such as environmental standards, sensitive species, financial feasibility, and transmission capacity.

**Action 11.A.2.b.** Work with utility providers, regulatory agencies, and local stakeholders to develop technical, environmental, and social feasibility.

**Policy 11.A.3.** Oppose commercial-scale (e.g., >3MW) solar and wind energy projects in Mono County on non-county public lands to protect visual, recreational, and wildlife habitat and biological resources, and the noise environment, and ensure projects on private lands protect these resources.

**Action 11.A.3.a.** Where pre-empted by state law or other jurisdictional authority, work with applicable agencies to avoid, minimize, and mitigate impacts to the environmental, visual, recreational, wildlife habitat and noise environment within the county.

**Action 11.A.3.b.** Ensure (or for non-county public lands advocate) for no adverse project impacts to the visual, recreational, and noise environment in Mono County.

**Action 11.A.3.b.** Ensure (or for non-county public lands advocate) for no adverse project impacts to biological resources and wildlife habitat in Mono County, including sage grouse habitat and wind energy development impacts to migratory birds.

**GOAL 13. Regulate use of other energy resources for power generation to ensure that environmental impacts and impacts to public health and safety are minimal.**

**Objective 13.A.**

During the course of evaluating any power generation project under the jurisdiction of Mono County, the California Energy Commission shall be consulted.

**Policy 13.A.1.** Mono County Community Development Department shall solicit assistance from the CEC for the purposes of reviewing proposed power generation facilities.

**Objective 13.B.**

Power generation facilities shall not adversely impact the visual resources, recreational resources, and noise environment in Mono County.

**Policy 13.B.1.** Project conditions shall require compliance with all applicable provisions of the Conservation/Open Space Element and the Noise Element.

**Objective 13.C.**

Emissions from the operation of power plants shall not adversely impact wildlife habitat, residents, or visitors and shall not constitute a hazard to public health and safety.

**Policy 13.C.1.** Project conditions shall require compliance with all applicable provisions of the Conservation/Open Space Element and the Safety Element.

**GOAL 14. Minimize the visual, environmental, and public health and safety impacts of electrical transmission lines and fluid conveyance pipelines.**

**Objective 14.A.**

Electrical transmission and distribution lines and fluid conveyance pipelines shall meet the utility needs of the public and be designed to minimize disruption of aesthetic quality. See also Chapter 11 of the Land Use Element.

**Policy 14.A.1.** New major steel-tower electrical transmission facilities shall be consolidated with existing steel-tower transmission facilities except where there are technical or overload constraints or where there are social, aesthetic, significant economic, or other overriding concerns.

**Action 14.A.1.a.** Require selection of rights of way to preserve the natural landscape and minimize conflict with present and planned uses of land on which they are to be located.

**Action 14.A.1.b.** Encourage the joint use of transmission and pipeline corridors to reduce the total number of corridors and service and access roads required.

**Action 14.A.1.c.** Require the coordination of siting efforts so that other comparable utility uses can share rights of way in a common corridor where feasible.

**Action 14.A.1.d.** The County shall adopt a proactive position in the future siting of transmission and pipeline corridors by working with utilities and project proponents to specify those locations where transmission corridors are acceptable.

**Action 14.A.1.e.** Cooperate with the USFS and BLM in planning the use of utility corridors.

**Policy 14.A.2.** At the expense of the project proponent, comprehensive and detailed planning studies, including review of all feasible alternatives, shall demonstrate a clear need for new transmission lines or fluid conveyance pipelines, prior to the siting of these facilities.

**Policy 14.A.3.** New transmission or distribution lines or fluid pipelines shall be buried when such burial does not create unacceptable environmental impacts or the potential to contaminate shallow groundwater resources.

**Policy 14.A.4.** Where burial is not possible, transmission facilities and fluid pipelines shall be located in relation to existing slopes such that topography and/or natural cover provide a background where possible.

**Policy 14.A.5.** Transmission line rights of way shall avoid crossing hills or other high points at the crests. To avoid placing a transmission tower at the crest of a ridge or hill, space towers below the crest or in a saddle to carry the line over the ridge or hill. The profiles of facilities should not be silhouetted against the sky.

**Policy 14.A.6.** Where transmission line rights of way cross major highways or rivers, the transmission line towers shall be carefully placed for minimum visibility.

**Policy 14.A.7.** Avoid diagonal alignments of transmission lines through agricultural fields to minimize their visibility.

**Policy 14.A.8.** Require location of access and construction roads so that natural features are preserved and erosion is minimized. Use existing roads to the extent possible.

**Policy 14.A.9.** Require that materials used to construct transmission towers harmonize with the natural surroundings. Self-protecting bare steel and other types of non-reflective surfaces are appropriate in many areas. Towers constructed of material other than steel, such as concrete, aluminum, or wood should be considered. Coloring of transmission line towers to blend with the landscape should be considered.

**Policy 14.A.10.** Above-ground transmission lines shall be non-specular wire construction.

**Objective 14.B.**

Transmission and distribution lines shall not adversely impact wildlife, fisheries, or public health and safety.

**Policy 14.B.1.** New transmission or distribution lines shall avoid open expanses of water, wetland, and sagebrush steppe, particularly those heavily used by birds. They shall also avoid nesting and rearing areas.

**Policy 14.B.2.** Avoid the placement of transmission or distribution lines through crucial wildlife habitats such as deer fawning and migration areas, and sage grouse lekking and brood-rearing habitat.

**Policy 14.B.3.** Design transmission lines to minimize hazards to raptors and other large birds, and require the installation of anti-perching devices when overhead placement in sensitive habitat is unavoidable.

**Policy 14.B.4.** Where burial is not possible, overhead transmission lines shall provide a maintenance and fire safety plan.



Photo of the White Mountains, Inyo Mountains, Owens Valley, and Eastern Sierra

June 26, 2019

Mr. Kyle Olcott  
Federal Energy Regulatory Commission  
Division of Hydropower Licensing  
888 First Street NE  
Washington, DC 20426

**Docket #: P-14996-000**

Dear Mr. Olcott:

We the undersigned Eastern Sierra/Owens Valley residents are adamantly opposed to Premium Energy Holdings' (Premium Energy) Application for Preliminary Permit for the Owens Valley Pump Storage Project #1 (OVPSP #1) for the following reasons:

- **The OVPSP #1 proposed Wyman Reservoir, Alternative 1, and White Mountains Reservoir, Alternative 2, are located with the Congressionally designated Ancient Bristlecone Pine Forest (National Protection Area) home of the oldest living trees in the world.**
- **The OVPSP #1 Wyman and White Mountains Reservoirs appear projected to be built on, or adjacent to, the designated Ancient Bristlecone National Scenic Byway located along Forest Road 4S01.**
- **The OVPSP #1, Wyman Reservoir, Alternative 1, is proposed partially inside the recommended White Mountains Wilderness addition, west, as stated in the United States Department of Agriculture's (USDA) *Land Management Plan for the Inyo National Forest (LMPINF)*.**
- **The OVPSP #1 proposed pressure tunnels, leading from the White Mountains reservoirs to the Lower Gorge reservoirs, would transect two Wilderness Study Areas (WSAs), Volcanic Tablelands and Fish Slough.**
- **The OVPSP #1 pressure tunnels are proposed to transect the Volcanic Tablelands petroglyphs area, home to the historic, sacred Paiute-Shoshone ceremonial sites and rock art.**
- **The OVPSP #1 pressure tunnels are proposed to transect several faults within the seismically active Walker Lane fault zone, which stretches across the Owens Valley floor from east of the White Mountains to the Sierra Nevada range.**

- **The OVPSP #1 Upper Gorge Reservoir, Alternative 1, is proposed to be built in the Upper Owens River Gorge critical habitat of the California Endangered and Federal Endangered Owens tui chub. The OVPSP #1 Lower Gorge Reservoir, Alternative 2, would flood an exist important trout fishery and destroy ongoing riparian restoration.**
- **The OVPSP #1 pressure tunnels are proposed to be built in, under, or or along the canyon walls of Silver Canyon. This canyon is the home of important springs and riparian zones necessary for existing wildlife.**
- **It is unreasonable that the OVPSP #1, or any other pump storage project proposed in the Eastern Sierra/Owens Valley, be so far from the consumer endpoint requiring “new transmission lines” and “upgraded transmission lines” up and down the Owens Valley in order to serve energy consumers in the great Los Angeles area. Any project proposed to serve LA consumers should be located much closer to that metropolis. Additionally, California’s over-production of solar energy this year, which required paying other states to take this excess “free” energy, questions the wisdom of our State’s energy, consumption, production, and so-called “storage” of “renewable” energy.**
- **The Eastern Sierra/Owens Valley is one of the most magnificent regions for scenic beauty and immense viewsheds in California. For this reason alone, it should remain untrammelled by any additional industrial infrastructure.**

**Ancient Bristlecone Pine Forest (National Protected Area):** The OVPSP #1 Wyman and White Mountains reservoirs are proposed to be built within the Congressionally designated Ancient Bristlecone Pine Forest (National Protected Area) a spectacular place of remarkable beauty. This forest contains the world’s oldest living trees, some surpassing 4,000 years of age. The Whites are “one of the largest and highest desert mountain ranges in North America” an inherently unique ecosystem profoundly worthy of preservation, not exploitation. Congress recognized this area’s qualities as stated in the USDA, LMPINF:

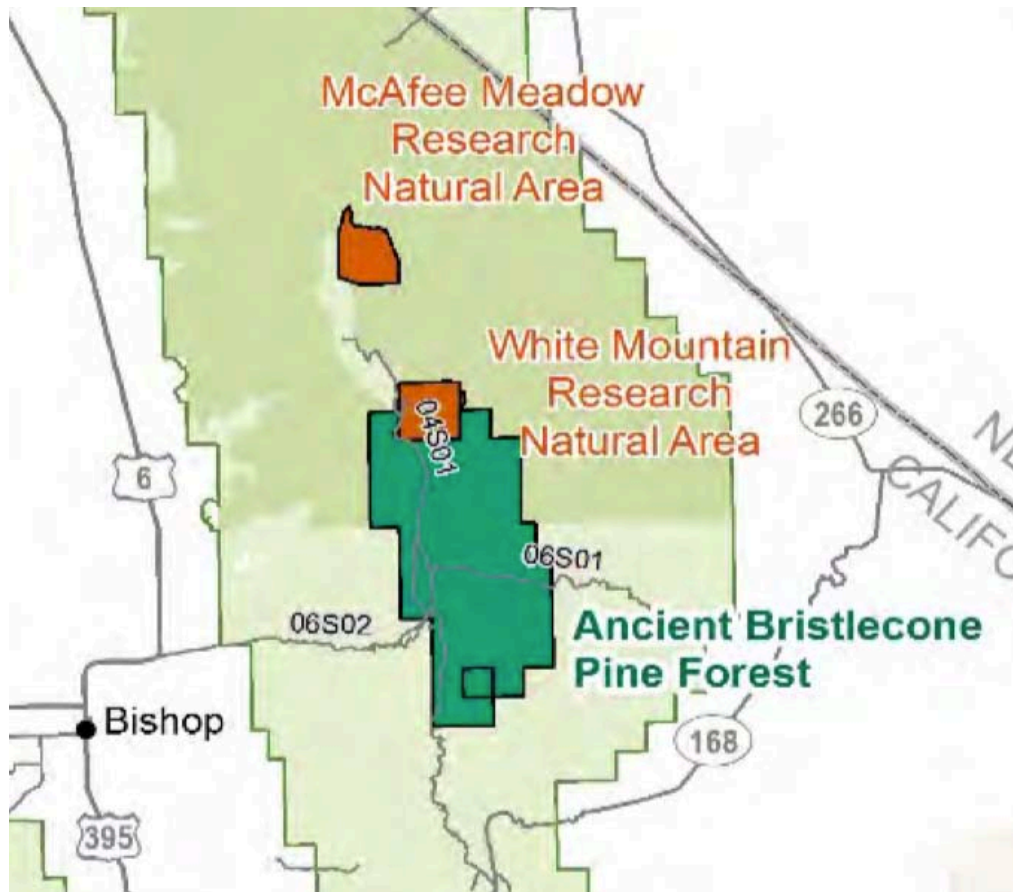
In 2009, Congress designated the Ancient Bristlecone Pine Forest within the Omnibus Public Land Management Act. This act designated the original, Ancient Bristlecone Pine Forest Special Interest Area that was administratively established in 1958. This 28,978 acre area was established to protect the bristlecone pines for public enjoyment and scientific study (see figure 19, page 138, {following page}).

The LMPINF also includes the following list of unsuitable uses: (Abbreviated.)

**1. Suitability (DA-ABPF-SUIT)**

01 The following uses are not suitable in the Ancient Bristlecone Pine Forest:

1. New above-ground utility rights-of-way
7. Commercial enterprise sites and major utility corridors



The OVPSP #1 proposes, according to their map, to build the pressure tunnels on Wyman and Silver Canyons' northern walls. This would create massive amounts of tailings and huge, ugly scars on an almost pristine landscape. No amount of "renewable" energy storage could possibly offset the degradation of this landscape or the Bristlecone Pine Forest. Giving the above federal designations, the White Mountains are fundamentally unsuited for any industrial development, including the OVPSP #1.

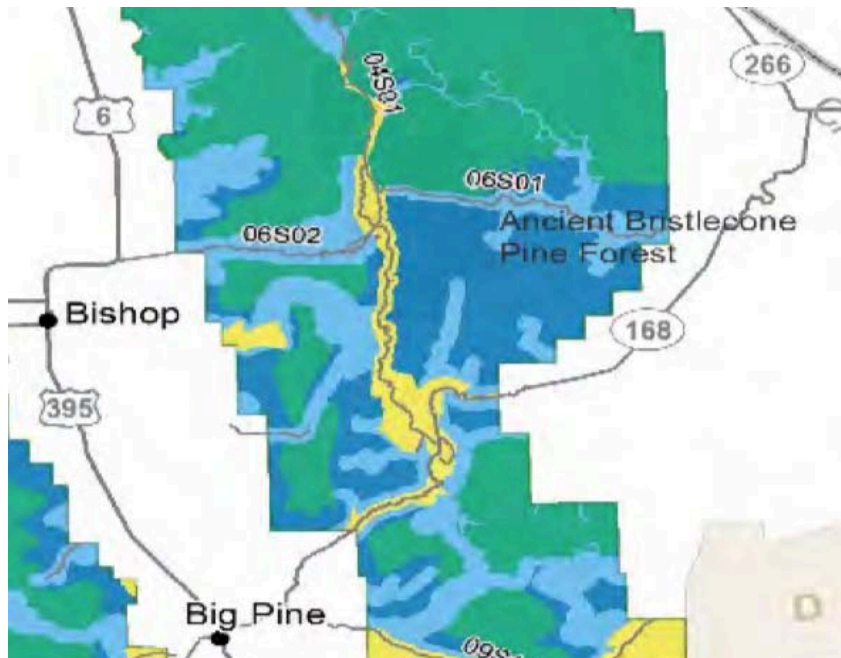
**National Scenic Byways:** The OVPSP #1 proposed to put the Wyman and White Mountains reservoirs on top, or adjacent to, a National Scenic Byway. Congress designated "The Ancient Bristlecone Scenic Byways [ . . . ] along Route 168 and Forest Road 4S01" because the views from these two roadway of the White Mountains, the Eastern Sierra, the Owens Valley, and the Nevada Basin and Range cannot be surpassed. Premium Energy's proposal to build ugly industrial reservoirs amid such natural beauty expresses a callous disregard for the aesthesis of this unique ecosystem. The LMPINF states:

[ . . . ] this route rises more than 6,000 feet in elevation from Owens Valley to the Patriarch Grove located within the Ancient Bristlecone Pine Forest Botanical Special Interest Area. Management direction for scenic byways is in the "Scenery" section of chapter 2 on page 55, (below).



## Guideline (SCEN-FW-GDL)

01 Restoration activities should achieve scenic integrity objectives in the long-term timeframes.



(Portion of Recreation Opportunity Spectrum Map for the Inyo National Forest. Shows National Scenic Byways Route 168 and Forest Road 04S01.)

**White Mountains Wilderness Recommended Additions—West:** The OVPSP #1 proposes to build the Wyman Reservoir, Alternative 1, within the White Mountain Wilderness (West Addition) as recommended in the LMPINF. The Federal Energy Regulatory Commission (Commission) should not preempt future Congressional consideration and/or designation under the Wilderness Act.

**Volcanic Tablelands and Fish Slough Wilderness Study Areas (WSA):** The OVPSP #1 proposes to bisect these two WSAs with pressure tunnels. The tailings and waste from these tunnels would blight and degrade this area. The Bureau of Land Management states:

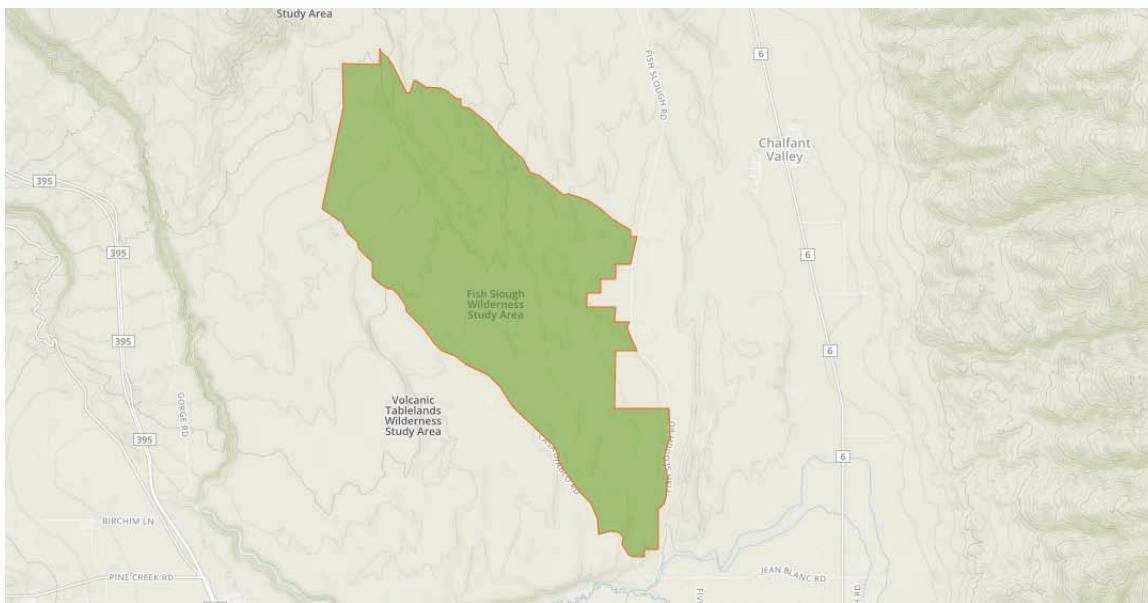
### **Fish Slough Area of Critical Environmental Concern**

The 36,000-acre Fish Slough Area of Critical Environmental Concern (ACEC) is a place where geographic isolation, geology, climate, and hydrology have created a rare and irreplaceable ecosystem. Located in the transition between the Mojave Desert and Great Basin biomes, Fish Slough encompasses an array of plant communities, including wetlands, alkali meadows, and uplands. With 126 taxa

described, Fish Slough represents one of the richest wetland floras in the Great Basin. The ACEC also provides habitat for rare endemic plants, such as the Fish Slough milk-vetch and the alkali Mariposa lily.

<https://www.blm.gov/visit/fish-slough>

Again, the Commission should not preempt future Congressional consideration and/or designation of these two WSAs under the Wilderness Act.



**Volcanic Tablelands Petroglyphs Sacred Area:** The OVPSP #1 proposed pressure tunnels would bisect the Volcanic Tablelands Petroglyphs Area. This area contains many Paiute-Shoshone cultural and historic sacred art. Bishop Paiute Tribe’s former Tribal Historic Preservation Officer, Mr. Raymond Andrews, stated after a particularly heinous desecration and theft of some of the Tablelands petroglyphs:

"We still use this sacred place as a kind of church to educate tribal members and children about our historical and spiritual connections. So, our tribal elders are appalled by what happened here." <https://www.latimes.com/local/la-xpm-2012-nov-18-la-me-petroglyphs-theft-20121119-story.html>

No company, organization, or governmental agency, including the Commission, has the right to desecrate any group’s church or shrines by permitting industry to tunnel or build infrastructures through or upon their sacred grounds.

**Walker Lane Fault Zone:** The OVPSP #1 is proposed to transect the seismically active Walker Lane Fault Zone. The project’s proposed pressure tunnels would transect the many faults running roughly south to north along the Owens Valley and Volcanic Tablelands. A recent *Wired* article titled, *Move Over San Andreas: There’s an Ominous New Fault in Town* states:

For geologists, seeing the Walker Lane for the first time was like discovering that a quarter of the Mississippi River is somewhere out in Colorado.

And,

GPS stations indicated that only about 75 percent of the tectonic movement between the Pacific and North American Plates was actually occurring along the San Andreas Fault. Much of the remaining 25 percent was bypassing the San Andreas and roaring up the Eastern Sierra, toward Reno, along the Walker Lane.

<https://www.wired.com/story/walker-lane-move-over-san-andreas-fault/>



<https://www.sciencedirect.com/science/article/pii/S019181411830155X>

**Owens Tui Chubs Habitat:** The OVPSP #1 Owens River Gorge, Reservoir 1, is proposed to be built in this state and federal designated endangered aquatic species habitat. Fish and Wildlife describe this portion of the Owens River as:

**Owens Gorge:** This portion of the Owens River, which supports the Upper Owens Gorge population, is located below Crowley Lake and Long Valley Dam. The water source for the upper gorge is seepage through the Long Valley Dam.



Owens tui chubs are located downstream of the dam and upstream of a weir (a low dam built across a stream to raise water level or divert water), which is 1,610 m (5232 ft) below the dam. The dam and weir function as barriers to movement of non-native fish species from Crowley Lake above the dam and the Owens River below the weir. [https://ecos.fws.gov/docs/five\\_year\\_review/doc3212.pdf](https://ecos.fws.gov/docs/five_year_review/doc3212.pdf)

The OVPSP #1 would threaten this portion of the Owens tui chubs critical habitat by emptying and filling reservoirs twice a day in the Owens River Gorge. The Lower Owens River Gorge, Reservoir 2, would flood an important trout fishery and destroy ongoing riparian habitat restoration mandated by a California court ruling.

**Wyman and Silver Canyon Riparian Zones:** The OVPSP#1 proposes to build in, under, or adjacent to the Silver Canyon riparian zone. The tunneling required for this pressure tunnel could profoundly affect the water flow, spring discharge, and viability of this vital water source for wildlife. Additionally, the project proposes to “discharge runoff” from the upper reservoirs into Wyman Creek riparian zone. Tunneling and runoff discharge have the potential to damage the riparian zones and/or alter water quality and flow. Riparian zones are lifelines for all wildlife in these ecosystems, including big animals such as the White Mountains Desert bighorn sheep herd frequently seen in Silver Canyon. This kind of habitat degradation by the OVPSP #1 is unacceptable.

**Proximity of Power Consumption, Production, and Storage Locations:** Premium Energy’s proposal to store energy in the Eastern Sierra/Owens Valley for Los Angeles consumers is extreme and far-fetched. The OVPSP #1 is “renewable energy” in name only since almost all infrastructure must be constructed, including “new and updated” high-voltage power lines. Surely there are much closer, disturbed places in the greater Los Angeles area far better suited for this type of industry.

Additionally, the whole issue of California energy production and “storage” must be considered critically for its validity and necessity. Why more? If more, how about more conservation instead of more production, more infrastructure, more power lines, just more? It’s not a well kept secret that humanity is living beyond Earth’s capacity to sustain us. More is not the answer. Less, is the answer and building “pump storage” facilities in some of our last wild places is just an excuse for a few individuals to get *more* money in their bank accounts.

**Irreplaceable Natural Beauty:** We ask the Commission to preserve the wonder and grandeur of the Eastern Sierra/Owens Valley landscape for the enjoyment of current and future generations. This part of California is unspeakably beautiful. Its numinous value to nurture the human soul cannot be quantified and must not be despoiled by industry. We ask the Commission to deny Premium Energy’s OVPSP #1 Application for Preliminary Permit.

Thank you for your time and attention,

**Attached endorsement pages below:**

cc: Senator Dianne Feinstein, U.S. Senate  
Senate Kamala Harris, U.S. Senate  
Congressman Paul Cook, U.S. House of Representatives  
Secretary Sonny Perdue, U.S. Department of Agriculture  
Secretary David Bernhardt, U.S. Department of the Interior  
Secretary Rick Perry, U.S. Department of Energy  
Governor Gavin Newsom, California  
Senator Andreas Borgeas, California Senate, 8<sup>th</sup> District  
Assemblyman Frank Bigelow, California Assembly, District 5  
Secretary Jared Blumenfeld, California Secretary for the Environment Protection  
Mono Board of Supervisors  
Inyo Board of Supervisors  
Supervisor Tammy Randall-Parker, USFS Inyo National Forest  
Field Manager Steve Nelson, BLM Bishop Field Office

1. Michael O'Sullivan  
133 Summit Road  
Bishop, CA 93415
2. Liz O'Sullivan (Author)  
133 Summit Road  
Bishop, CA 93514
3. Maria Cole  
133 Summit Road  
Bishop, CA 93514
4. Skyli McAfee (Email authorized endorsement on 6-26-19 at 12:38 p.m.)  
519 Willow Road, Swall Meadows  
Bishop, CA 93514
5. Steven Morgan (Email authorized endorsement on 6-26-19 at 12:38 p.m.)  
519 Willow Road, Swall Meadows  
Bishop, CA 93514
6. Linda Barnett (Email authorized endorsement on 6-26-19 at 12:46 p.m.)  
5189 Westridge Road  
Bishop, CA. 93514
7. Mike Barnett (Email authorized endorsement on 6-26-19 at 12:46 p.m.)  
5189 Westridge Road  
Bishop, CA. 93514
8. Carolyn Chevoya (Email authorized endorsement on 6-26-19 at 12:46 p.m.)  
116 Summit Road, Paradise  
Bishop, CA 93514
9. Roger Chevoya (Email authorized endorsement on 6-26-19 at 12:46 p.m.)  
116 Summit Road, Paradise  
Bishop, CA 93514
10. Heather Condon (Email authorized endorsement on 6-26-19 at 12:47 p.m.)  
132 Summit Road (Second Residence)  
Bishop, CA 93546
11. Keith Condon (Authorized endorsement on 6-26-19 at 12:47 p.m.)  
132 Summit Road (Second Residence)  
Bishop, CA 93514

12. Jeff Holmquist (Email authorized endorsement on 6-26-19 at 12:50 p.m.)  
55 Pinon Drive, Swall Meadows  
Bishop CA 93514
13. Judy Peña (Email authorized endorsement on 6-26-19 at 12:59 p.m.)  
180 Short Street, (***Bishop Welding Supply***)  
Bishop CA 93514
14. Richard Peña (Email authorized endorsement on 6-26-19 at 12:59 p.m.)  
180 Short Street, (***Bishop Welding Supply***)  
Bishop CA 93514
15. Julie Wright (Email authorized endorsement on 6-26-19 at 1:01 p.m.)  
152 Pinon Drive, Swall Meadows,  
Bishop, CA 93546
16. Marcia Weiland (Email authorized endorsement on 6-26-19 at 1:09 p.m.)  
291 Sierra Wave Drive, Swall Meadows  
Bishop, CA 93514
17. Harvey VanDyke (Email authorized endorsement on 6-26-19 at 1:24 p.m.)  
107 Pinon Dr, Swall Meadows,  
Bishop, CA 93514
18. Doris Lin (Email authorized endorsement on 6-26-19 at 1:33 p.m.)  
685 Rimrock Drive, Swall Meadows  
Bishop, CA 93514
19. Helmut Grigereit (Email authorized endorsement on 6-26-19 at 1:33 p.m.)  
685 Rimrock Drive, Swall Meadows  
Bishop, CA 93514
20. Wallace Woolfenden (Email authorized endorsement on 6-26-19 at 1:47 p.m.)  
120 Wilson Road  
Bishop, CA 93514-7174
21. Jeanne Oakeshott (Email authorized endorsement on 6-26-19 at 2:51 p.m.)  
59 Valley View Road, Swall Meadows  
Bishop, CA 93514
22. George Zilinsky (Email authorized endorsement on 6-26-19 at 2:57 p.m.)  
253 Sierra Wave, Swall Meadows  
Bishop, CA 93514

23. Donna Beeson (Email authorized endorsement on 6-26-19 at 3:17 p.m.)  
4958 Westridge Road  
Bishop CA 93514
24. Amelia Motroni (Email authorized endorsement on 6-26-19 at 3:41 p.m.)  
788 Mountain View Drive, Swall Meadows  
Bishop, CA 93514
25. Milford Peterson (Email authorized endorsement on 6-26-19 at 3:41 p.m.)  
788 Mountain View Drive, Small Meadows,  
Bishop, CA 93514
26. Adam Richman (Email authorized endorsement on 6-26-19 at 4:04 p.m.)  
154 Scott Rd  
Paradise CA 93514
27. Rosanne Higley (Email authorized endorsement on 6-26-19 at 4:09 p.m.)  
424 Mountain View Drive, Swall Meadows  
Bishop, CA 93514
28. Janet L. Reese (Email authorized endorsement on 6-26-19 at 4:11 p.m.)  
261 Mountain View Drive, Swall Meadows  
Bishop, CA 93514
29. Sherry Dodson (Email authorized endorsement on 6-26-19 at 4:28 p.m.)  
148 Summit Road  
Bishop, CA 93514
30. Jim Dodson (Email authorized endorsement on 6-26-19 at 4:28 p.m.)  
148 Summit Road  
Bishop, CA 93514
31. Bill Dunlap (Email authorized endorsement on 6-26-19 at 4:33 p.m.)  
223 Ridge View Drive, Swall Meadows  
Bishop, CA 93514
32. Jody Dunlap (Email authorized endorsement on 6-26-19 at 4:33 p.m.)  
223 Ridge View Drive, Swall Meadows  
Bishop, CA 93514
33. Robin Connors (Email authorized endorsement on 6-26-19 at 4:37 p.m.)  
205 Pine Drive, Swall Meadows,  
Bishop, CA 93514-7187
34. Cynthia Ostrowski (Email authorized endorsement on 6-26-19 at 4:42 p.m.)  
91 Quail Circle, Swall Meadows  
Bishop, CA 93514



35. Jock VanPatten (Email authorized endorsement on 6-26-19 at 4:42 p.m.)  
91 Quail Circle, Swall Meadows  
Bishop, CA 93514
36. Luca Adriani (Email authorized endorsement on 6-26-19 at 4:44 p.m.)  
35 Meadow Road, Swall Meadows  
Bishop, CA 93514
37. Alisa Adriani (Email authorized endorsement on 6-26-19 at 4:44 p.m.)  
35 Meadow Road, Swall Meadows  
Bishop, CA 93514
38. Elio Adriani (Email authorized endorsement on 6-26-19 at 4:44 p.m.)  
35 Meadow Road, Swall Meadows  
Bishop, CA 93514
39. Ave Adriani (Email authorized endorsement on 6-26-19 at 4:44 p.m.)  
35 Meadow Road, Swall Meadows  
Bishop, CA 93514
40. Lora Zilinsky (Email authorized endorsement on 6-26-19 at 5:20 p.m.)  
253 Sierra Wave, Swall Meadows  
Bishop, CA 93514
41. Victoria Hamilton (Email authorized endorsement on 6-26-19 at 7:46 p.m.)  
45 Pine Drive, Swall Meadows  
Bishop, CA 93514
42. Olivia Hamilton (Email authorized endorsement on 6-26-19 at 7:46 p.m.)  
45 Pine Drive, Swall Meadows  
Bishop, CA 93514
43. Terry Lee (Email authorized endorsement on 6-26-19 at 8:37 p.m.)  
1312 Swall Meadows Road, Swall Meadows  
Bishop, CA 93514
44. Oliver Hardwick (Email authorized endorsement on 6-26-19 at 8:40 p.m.)  
1312 Swall Meadows Road  
Bishop, CA 94514
45. Ann Klinefelter (Email authorized endorsement on 6-26-19 at 8:58 p.m.)  
5201 Westridge Road  
Bishop, CA 93514

46. Kevin Klinefelter (Email authorized endorsement on 6-27-19 at 5:41 a.m.)  
5201 Westridge Road  
Bishop, CA 93514
47. Toni "Natasha" Sevilla (Email authorized endorsement on 6-27-19 at 5:47 a.m.)  
87 Eagle Vista  
Bishop, CA 93514
48. John Dewell (Email authorized endorsement on 6-27-19 at 5:47 a.m.)  
153 Foothill Road, Swall Meadows,  
Bishop, CA 93514
49. Michael McGrale (Email authorized endorsement on 6-27-19 at 6:06 a.m.)  
4809 Alison Lane  
Bishop, CA 93514
50. Courtney McGrale (Email authorized endorsement on 6-27-19 at 6:06 a.m.)  
4809 Alison Lane  
Bishop, CA 93514
51. Eric Ellis (Email authorized endorsement on 6-27-19 at 6:37 a.m.)  
97 Valley View Road, Swall Meadows  
Bishop, CA 93514
52. Dana Ellis (Email authorized endorsement on 6-27-19 at 6:37 a.m.)  
97 Valley View Road, Swall Meadows  
Bishop, CA 93514
53. Orion Ellis (Email authorized endorsement on 6-27-19 at 6:37 a.m.)  
97 Valley View Road, Swall Meadows  
Bishop, CA 93514
54. Bill Medove (Email authorized endorsement on 6-27-19 at 6:52 a.m.)  
5145 Westridge Road  
Bishop, CA 93514
55. Laurie Medove (Email authorized endorsement on 6-27-19 at 6:52 a.m.)  
5145 Westridge Road  
Bishop, CA 93514
56. Lynn M. Peterson (Email authorized endorsement on 6-27-19 at 6:54 a.m.)  
17 Sierra Vista Circle  
Bishop, CA 93514

57. Steven G. Peterson (Email authorized endorsement on 6-27-19 at 6:54 a.m.)  
17 Sierra Vista Circle  
Bishop, CA 93514
58. William Sharp (Email authorized endorsement on 6-27-19 at 7:11 a.m.)  
35 Sierra Vista Circle  
Bishop, CA 93514
59. Joseph Slovacek (Email authorized endorsement on 6-27-19 at 8:12 a.m.)  
5195 Westridge Rd.  
Bishop, CA 93514
60. Raymond Tompauskas (Email authorized endorsement on 6-27-19 at 8:48 a.m.)  
88 Pinon Drive.  
Swall Meadows, CA 93514
61. Grazina Tompauskas (Email authorized endorsement on 6-27-19 at 8:48 a.m.)  
88 Pinon Drive  
Swall Meadows, CA 93514
62. Dale Beeson (Email authorized endorsement on 6-27-19 at 10:09 a.m.)  
4958 Westridge Road  
Bishop, CA 93514
63. Jane Richardson (Email authorized endorsement on 6-27-19 at 10:52 a.m.)  
739 Mountain View Drive, Swall Meadows  
Bishop, CA 93514
64. David Richardson (Email authorized endorsement on 6-27-19 at 10:52 a.m.)  
739 Mountain View Drive, Swall Meadows  
Bishop, CA 93514
65. Loren Lebovits (Email authorized endorsement on 6-27-19 at 10:56 a.m.)  
507 Willow Road  
Bishop, CA 93514
66. Deborah de Boer (Email authorized endorsement on 6-27-19 at 11:09 a.m.)  
215 Upper Canyon Road  
Bishop, CA 93514
67. Erin Rodriguez (Email authorized endorsement on 6-27-19 at 12:17 p.m.)  
4812 Alison Lane  
Bishop 93514
68. Allan Weidner (Email authorized endorsement on 6-27-19 at 12:17 p.m.)

5146 Westridge Road  
Bishop CA 93514

69. Dan Shoshone (Email authorized endorsement on 6-27-19 at 12:35 p.m.)  
104 Glen Court  
Bishop, CA 93514
70. Mary Shoshone (Email authorized endorsement on 6-27-19 at 12:35p.m.)  
104 Glen Court  
Bishop, CA 93514
71. Karen Shiffman (Email authorized endorsement on 6-27-19 at 12:35p.m.)  
93 Orchard, Swall Meadows  
Bishop, CA 93514
72. Diana Evans (Email authorized endorsement on 6-27-19 at 3:18 p.m.)  
67 N. Valley View Road, Swall Meadows  
Bishop, CA 93514
73. Dennis Evans (Email authorized endorsement on 6-27-19 at 3:18 p.m.)  
67 N. Valley View Road, Swall Meadows  
Bishop, CA 93514
74. Steve Frederickson (Email authorized endorsement on 6-27-19 at 3:42  
p.m.)  
75 Lower Canyon Road  
Bishop, CA, 93524
75. Kevin McDavid (Email authorized endorsement on 6-27-19 at 3:42 p.m.)  
4987 Westridge Road  
Bishop, CA 93514
76. Janet McDavid (Email authorized endorsement on 6-27-19 at 3:42 p.m.)  
4987 Westridge Road  
Bishop, CA 93514
77. Gary R Clark (Email authorized endorsement on 6-27-19 at 5:35 p.m.)  
p.m.)  
240 Mountain View Drive, Swall Meadows  
Bishop, CA 93514
78. Marianne Rudin (Email authorized endorsement on 6-27-19 at 5:58 p.m.)  
204 Mountain View Drive  
Bishop, CA 93514

79. Rayni Melkonian (Email authorized endorsement on 6-27-19 at 7:48 p.m.)  
5173 Westridge Road  
Bishop, CA 93514
80. Mike Melkonian (Email authorized endorsement on 6-27-19 at 7:48 p.m.)  
5173 Westridge Road  
Bishop, CA 93514
81. Debbie House (Email authorized endorsement on 6-27-19 at 7:48 p.m.)  
172 Summit Road  
Bishop, CA 93514
82. Margaret Palchak (Email authorized endorsement on 6-27-19 at 8:43 p.m.)  
15 Lower Canyon Road, Paradise  
Bishop, CA 93514
83. Jim Lewey (Email authorized endorsement on 6-27-19 at 8:43 p.m.)  
15 Lower Canyon Road, Paradise  
Bishop, CA 93514
84. Jutta Schmidt-Gengenbach (Email authorized endorsement on 6-27-19 at 8:59  
p.m.)  
55 Pinon Dr., Swall Meadows  
Bishop, CA 93514
85. Valerie Case (Email authorized endorsement on 6-28-19 at 9:43 a.m.)  
4973 Westridge Road  
Bishop, CA 93514
86. Steve Case (Email authorized endorsement on 6-28-19 at 9:43 a.m.)  
4973 Westridge Road  
Bishop, CA 93514
87. Michele Hansen (Email authorized endorsement on 6-28-19 at 12: 10 p.m.)  
Lower Canyon Road, Paradise  
Bishop, CA 93514
88. Cary Hansen (Email authorized endorsement on 6-28-19 at 12:10 p.m.)  
Lower Canyon Road, Paradise  
Bishop, CA 93514
89. Bianca Davies (Email authorized endorsement on 6-28-19 at 12:10 p.m.)  
507 Willow Road, Swall Meadows  
Bishop, CA 93514

90. Joseph G. Napoles (Email authorized endorsement on 6-28-19 at 2:10 p.m.)  
5001 Westridge Rd.  
Bishop, CA 93514-7107
91. Eldon Shiffman (Email authorized endorsement on 6-28-19 at 2:10 p.m.)  
93 Orchard Road, Swall Meadows  
Bishop, CA 93514
92. Mike House (Email authorized endorsement on 6-28-19 at 3:38 p.m.)  
172 Summit Road  
Bishop, CA 93514
93. Wendy McConachie (Email authorized endorsement on 6-28-19 at 4:10 p.m.)  
5101 Westridge  
Bishop, CA 93514
94. Jenny Price (Email authorized endorsement on 6-28-19 at 5:11 p.m.)  
256 Sky Meadow Road, Swall Meadows  
Bishop, CA 93514
95. Tony Hunter (Email authorized endorsement on 6-28-19 at 5:11 p.m.)  
256 Sky Meadow Road, Swall Meadows  
Bishop, CA 93514
96. Dawn PilsI (Email authorized endorsement on 6-28-19 at 5:26 p.m.)  
14 Sierra Vista Circle  
Bishop, CA 93514
97. Donalda Day (Email authorized endorsement on 6-28-19 at 5:34 p.m.)  
122 Ridge View, Swall Meadows  
Bishop, CA 93514
98. Mike Day (Email authorized endorsement on 6-28-19 at 5:35 p.m.)  
122 Ridge View, Swall Meadows  
Bishop, CA 93514
99. Richard R. Hawk (Email authorized endorsement on 6-29-19 at 6:52 a.m.)  
175 Foothill Road, Swall Meadows  
Bishop, CA 93514
100. Jeff Perry (Email authorized endorsement on 6-29-19 at 8:09 a.m.)  
193 Foothill Road, Swall Meadows  
Bishop, CA 93514

101. Robin Bolser (Email authorized endorsement on 6-29-19 at 8:09 a.m.)  
193 Foothill Road, Swall Meadows  
Bishop, CA 93514
102. April Miller (Email authorized endorsement on 6-29-19 at 10:05 a.m.)  
207 Rimrock Drive, Swall Meadows  
Bishop, CA 93514
103. Brent Miller (Email authorized endorsement on 6-29-19 at 10:05p.m.)  
207 Rimrock Drive, Swall Meadows  
Bishop, CA 93514
104. Pat Stansbarger (Email authorized endorsement on 6-29-19 at 4:13 p.m.)  
48448 Sherwin Trail  
Bishop, CA 93514
105. Valaya Gaudet (Email authorized endorsement on 6-29-19 at 4:24 p.m.)  
1130 Swall Meadows Road  
Bishop, CA 93514
106. Brian Gaudet (Email authorized endorsement on 6-29-19 at 4:24 p.m.)  
1130 Swall Meadows Road  
Bishop, CA 93514
107. Linda O'Dell (Email authorized endorsement on 6-29-19 at 7:26 p.m.)  
276 Valley View Road, Swall Meadows  
Bishop, CA 93514
108. Dan O'Dell (Email authorized endorsement on 6-29-19 at 7:26 p.m.)  
276 Valley View Road, Swall Meadows  
Bishop, CA 93514
109. Stephanie Hake (Email authorized endorsement on 6-30-19 at 12:15 a.m.)  
1430 Swall Meadows Road  
Bishop, CA 93514
110. Clifford Hake (Email authorized endorsement on 6-30-19 at 12:15 a.m.)  
1430 Swall Meadows Road  
Bishop, CA 93514
111. Bob Weiland (Email authorized endorsement on 6-30-19 at 7:20 a.m.)  
291 Sierra Wave Drive, Swall Meadows  
Bishop, CA 93514

112. Jon McConachie (Email authorized endorsement 6-30-19 at 10:52 a.m.)  
125 Eagle Vista  
Bishop, CA 93514
113. Jim Green (Email authorized endorsement 6-30-19 at 6:38 p.m.)  
180 Rimrock Road  
Bishop, CA 93514
114. Shelley Green (Email authorized endorsement 6-30-19 at 6:38 p.m.)  
180 Rimrock Road  
Bishop, CA 93514
115. Elaine M. Holland (Email authorized endorsement 6-30-19 at 8:55 p.m.)  
5157 Westridge Road  
Bishop, CA 93514
116. Jim McConachie (Verbal endorsement 6-30-19 at 9:30 p.m.)  
5101 Westridge  
Bishop, CA 93514
117. Jeannie Walters (Email authorized endorsement 6-30-19 at 8:55 p.m.)  
9 Wilson Road, Swall Meadows  
Bishop, CA 93514
118. Annie Barrett (Email authorized endorsement 7-1-19 at 2:43 a.m.)  
356 Willow Road, Swall Meadows  
Bishop, CA 93514
119. Peggy Brockman (Verbal endorsement 7-1-19 at 11:21 a.m.)  
165 Summit Road  
Bishop, CA 93514
120. Jeannie Schneider (Email authorize endorsement 7-1-19 at 11:33 a.m.)  
5046 Westridge Road  
Bishop, CA 93514





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**Departments: Probation**

**TIME REQUIRED** 30 minutes

**PERSONS APPEARING BEFORE THE BOARD** Chief Probation Officer Karin Humiston

**SUBJECT** Review Community Corrections Partnership Executive Committee Recommended FY 2019/2020 Budget

**AGENDA DESCRIPTION:**

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

Presentation by Chief Probation Officer Karin Humiston of the Community Corrections Partnership Executive Committee's Recommended FY 2019/2020 Budget and the CCP report. Meeting held June 26, 2019.

**RECOMMENDED ACTION:**

Review, comment and provide direction to staff.

**FISCAL IMPACT:**

The FY 2019-20 Recommendation includes spending \$912,920, which includes \$700,409 of anticipated revenues and \$212,511 of carryover balance. The budget pays for positions in Probation and the Jail (\$444,720), program costs (\$168,200) and a contribution towards the County's match requirement for SB 844 Jail Construction project (\$300,000).

**CONTACT NAME:** Jeff Mills

**PHONE/EMAIL:** 7609325573 / khumiston@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">CCP Executive Committee FY 2019-20 Recommended Budget</a>

**History**

Time

Who

Approval

7/5/2019 12:20 PM	County Administrative Office	Yes
6/27/2019 10:30 AM	County Counsel	Yes
7/5/2019 10:23 AM	Finance	Yes



MAILING : P.O. Box 596, BRIDGEPORT, CALIFORNIA 93517  
BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571  
MAMMOTH OFFICE (760) 924-1730 • FAX (760) 924-1731

probation@mono.ca.gov

Mark G. Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

July 9, 2019

To: Honorable Board of Supervisors  
From: K.S. Humiston, Ph.D.  
Subject: Mono County Community Corrections Partnership Budget

#### SUBJECT

Mono County Community Corrections Partnership Executive Committee Recommended  
FY 2019-2020 Budget

#### RECOMMENDED ACTION

Receive recommended budget funding program activities for the Community Corrections Partnership as submitted by the Community Corrections Partnership Executive Committee and provide staff direction if desired.

#### DISCUSSION

The Community Corrections Partnership Executive Committee met on June 26, 2019, and recommends the budget for member departments, as itemized below and on the attached budget schedule. This recommendation is being presented to the Mono County Board of Supervisors in advance of the County's Budget Hearing scheduled for July 16. The recommended budget items have been included in each department's requested budget.

Detail of Budget Expenditures	Recommended Budget FY 2019-20
Sheriff Office & PSO Positions	\$173,720
Probation Positions	271,000
Jail In-custody Medical	40,000
Jail Re-entry Coordinator	28,200
Probation Electronic Monitoring	20,000
Probation Drug Tests	20,000
Opiate Coordinator Position	35,000
Behavioral Health Services	25,000
Contribution towards County match for SB 844	300,000
<b>TOTAL RECOMMENDED APPROPRIATIONS</b>	<b>\$912,920</b>

The carryover balance of the CCP funds (unspent funds) as of June 30, 2019, is anticipated to be approximately \$665,000. This recommended budget preserves an anticipated carryover of \$452,000 beyond FY 2019-2020.

#### FISCAL IMPACT

The FY 2019-2020 Recommendation includes spending \$912,920, which includes \$700,409 of anticipated revenues and \$212,511 of carryover balance. The budget pays for positions in Probation and the Jail (\$444,720), program costs (\$168,200) and a contribution towards the County's match requirement for SB 844 Jail Construction project (\$300,000).

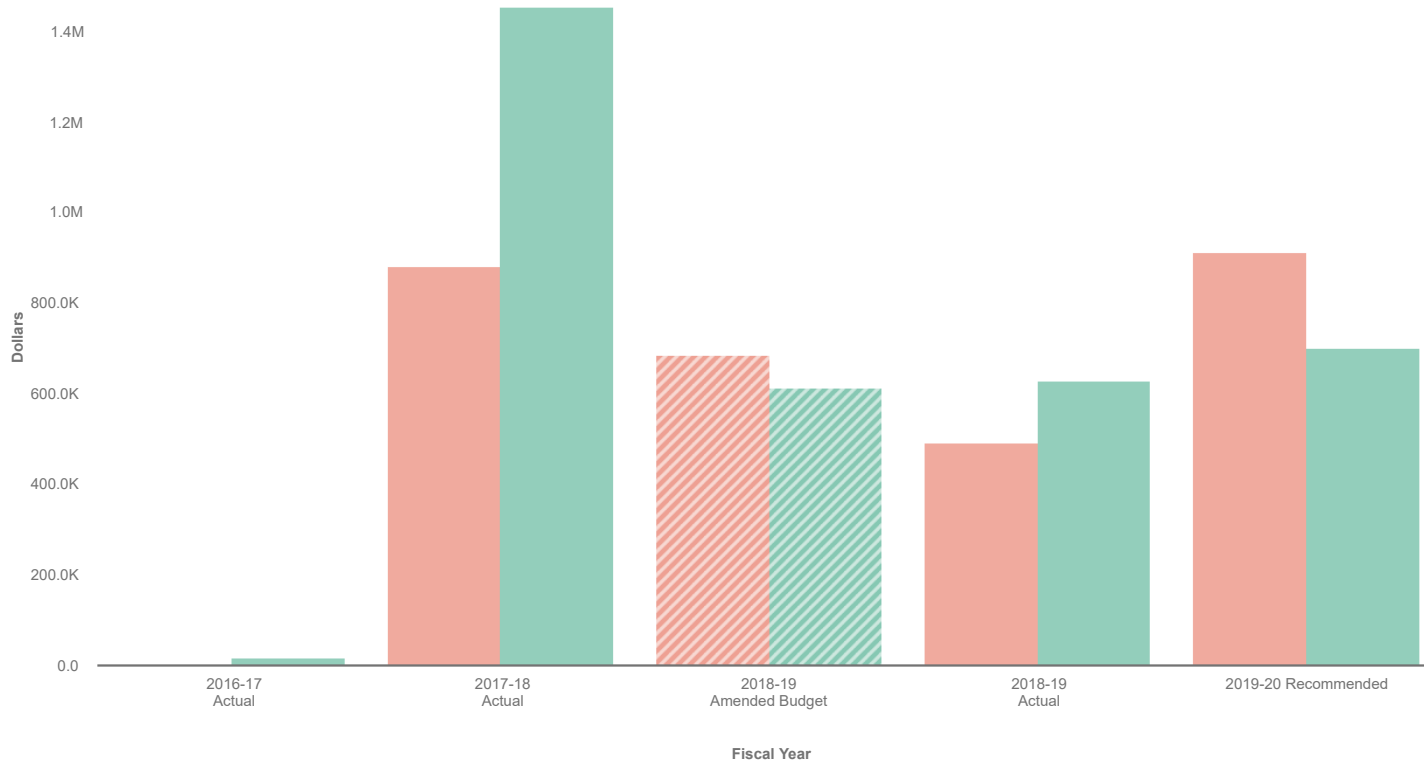
# CCP 2019-20 Recommended Budget

The 2019-20 Recommended Budget was recommended by the Community Corrections Partnership Executive Committee on June 26, 2019



Sort Large to Small

- Revenues
- Expenses



Collapse All	2016-17 Actual	2017-18 Actual	2018-19 Amended Budget	2018-19 Actual	2019-20 Recommended
<b>▼ Revenues</b>	\$ 19,074	\$ 1,450,110	\$ 612,000	\$ 629,671	\$ 700,409
▶ Intergovernmental	19,074	712,306	612,000	620,918	700,409
▶ Transfers In	0	736,940	0	0	0
▶ Interest & Rents	0	864	0	8,752	0
<b>▼ Expenses</b>	0	881,315	684,754	493,127	912,920
▶ Transfers Out	0	881,315	684,754	129,803	325,000
▶ Salaries & Benefits	0	0	0	293,800	444,720
<b>▼ Services and Supplies</b>	0	0	0	69,524	143,200
▶ Services	0	0	0	39,524	103,200
▶ Supplies	0	0	0	30,000	40,000
<b>Revenues Less Expenses</b>	\$ 19,074	\$ 568,795	\$ -72,754	\$ 136,543	\$ -212,511



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 9, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<a href="#">Click to download</a>
No Attachments Available

**History**

**Time**

**Who**

**Approval**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 9, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

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

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

---

### CONTACT NAME:

PHONE/EMAIL: /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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History

Time

Who

Approval