



# AGENDA

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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.  
Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

### Regular Meeting July 11, 2023

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#### TELECONFERENCE INFORMATION

This meeting will be held in person at the location listed above. Additionally, a teleconference location will be available where the public and members of the Board may participate by electronic means.

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar.

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

#### **To join the meeting by computer:**

Visit <https://monocounty.zoom.us/j/87486157412> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 874 8615 7412.

To provide public comment, press the "Raise Hand" button on your screen.

#### **To join the meeting by telephone:**

Dial (669) 900-6833, then enter Zoom Webinar 874 8615 7412.

To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting: [https://monocounty.granicus.com/MediaPlayer.php?publish\\_id=e7d204c7-e668-44f4-be12-b19e6bd13e27](https://monocounty.granicus.com/MediaPlayer.php?publish_id=e7d204c7-e668-44f4-be12-b19e6bd13e27)

**NOTE:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or [bos@mono.ca.gov](mailto:bos@mono.ca.gov). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online at <http://monocounty.ca.gov/bos>. 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 and online.

**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**

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

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

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

**4. DEPARTMENT/COMMISSION REPORTS**

Receive brief oral report on emerging issues and/or activities.

**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. Out-of-State Travel Authorization for 2023 National Association of Counties' (NACo) Annual Conference**

Departments: Board of Supervisors

Out-of-state travel request for Supervisors Duggan, Kreitz, and Peters to attend the 2023 National Association of Counties (NACo) Annual Conference in Austin, Texas, and for Supervisor Peters to attend NACo meetings regarding Payment In Lieu of Taxes (PILT) in Washington DC.

**Recommended Action:** Approve out-of-state travel for Supervisors Duggan, Kreitz, and Peters to attend the 2023 NACo Annual Conference in Austin, Texas from July 21 -24, 2023, and approve out-of-state travel for Supervisor Peters to attend NACo PILT meetings in Washington DC September 13-15, 2023.

**Fiscal Impact:** Up to \$3,000 per Supervisor for conference registration, hotel stay, and air travel, which is included in the Board of Supervisors' budget for FY 2023-24. Supervisor Peters' costs will be covered by California State

Association of Counties (CSAC).

**B. Mono County Economic Development, Tourism, and Film Commission Reappointment**

Departments: Economic Development

Reappoint Geoff McQuilkin to a four-year term on the Mono County Economic Development, Tourism, and Film Commission.

**Recommended Action:** Reappoint Geoff McQuilkin to the Mono County Economic Development, Tourism, and Film Commission for a four-year term beginning July 1, 2023 and ending June 30, 2027.

**Fiscal Impact:** None.

**C. Ordinance Amending Chapter 9.44 of the Mono County Code to Add Mono City to Dog Leash Regulations**

Departments: County Administrative Office

Proposed ordinance amending Chapter 9.44 of the Mono County Code, pertaining to dog leash regulations, in order to apply said regulations to the Mono City area of the County.

**Recommended Action:** Adopt proposed ordinance.

**Fiscal Impact:** None.

**D. Bridge Contract for Municipal Resource Group LLC.**

Departments: County Administrative Office

Proposed contract with Municipal Resource Group LLC. (MRG) pertaining to the provision of consulting support and project services.

**Recommended Action:** Approve, and authorize Interim County Administrative Officer to sign, contract with MRG for the provision of consulting support and project services for the period December 1, 2022, through January 31, 2023 and a not-to-exceed amount of \$16,875.

**Fiscal Impact:** The fiscal impact is \$16,875 funded from the General Fund.

**E. Loan Agreement with Bridgeport Public Utilities District**

Departments: County Administrative Office

Proposed loan agreement with Bridgeport Public Utilities District (BPUD) to cover system repairs pending reimbursement from state and federal emergency response sources.

**Recommended Action:** Approve, and authorize the Interim County

Administrative Officer to sign, loan agreement with Bridgeport Public Utilities District for \$1 million to be reimbursed by BPUD upon receipt of state and federal emergency response funds.

**Fiscal Impact:** Encumbers \$1 million of resources in the Local Project Fund (#194) until the loan is repaid. The General Fund previously provided the \$1 million, which was transferred to the Local Project Fund in FY 2022-23.

**F. Updated Conflict of Interest Code for Mono County**

Departments: County Counsel and Clerk of the Board

Proposed resolution adopting an updated Conflict of Interest Code for the County of Mono to add positions established since the adoption of the prior Code.

**Recommended Action:** Adopt proposed resolution adopting an updated Conflict of Interest Code for the County of Mono.

**Fiscal Impact:** None.

**G. Amendment to Agreement with Echo Consulting Services of California, Inc.**

Departments: Behavioral Health

Proposed contract amendment with Echo Consulting Services of California, Inc. pertaining to the addition of Child Adolescent Needs and Strengths (CANS50) reporting and data conversion services.

**Recommended Action:** Approve, and authorize Interim County Administrative Officer to sign, contract amendment with Echo Consulting Services of California, Inc. for the provision CANS50 reporting and data conversion services for the period September 1, 2022 through August 31, 2023, and a not-to-exceed amount of \$94,163.

**Fiscal Impact:** The \$19,000 in services added to the contract will be paid with a blend of Realignment and Mental Health Services Act (MHSA) funds. The \$10,000 for data conversion services will be paid for with Mental Health Services Act funding and the \$9,000 for CANS50 reporting will be paid for with Mental Health Realignment funds.

**H. Agreement between Eastern California Water Association and Mono County**

Departments: Community Development

Proposed contract with Eastern California Water Association pertaining to administration of a California Department of Water Resources (DWR) grant agreement to develop a Tri-Valley and Fish Slough Management Area Groundwater Model.

**Recommended Action:** Approve, and authorize Chair to sign, contract with Eastern California Water Association for administration of a DWR grant agreement to develop a Tri-Valley and Fish Slough Management Area Groundwater Model for the period through June 30, 2025 and a not-to-exceed amount of \$229,000.

**Fiscal Impact:** The total cost of the project is \$251,000. Of this amount, the DWR grant will provide \$229,000. The remaining \$22,000 is the County's match for grant administration and other costs provided by the County's General Fund, which will be included in the County Administrative Office recommended Budget for FY 2023-24.

**I. Solid Waste Parcel Fee Agreement with the Town of Mammoth Lakes**

Departments: Public Works - Solid Waste

Proposed Solid Waste Fee agreement with the Town of Mammoth Lakes pertaining to collection and distribution of solid waste fees within the Town of Mammoth Lakes.

**Recommended Action:** Approve, and authorize Chair to sign, agreement with the Town of Mammoth Lakes for collection of solid waste fees within the Town of Mammoth Lakes by the County of Mono for the period July 1, 2023 through June 30, 2024.

**Fiscal Impact:** The solid waste parcel fee collection program generates approximately \$800,000 in revenues annually. Of that, approximately \$450,000 is collected from parcels located within the Town of Mammoth Lakes. This agreement allows for 40% of the fees collected in the Town of Mammoth Lakes to be remitted to the Town, or approximately \$180,000.

**J. Revised Resolution Identifying Authorized Agents to Execute Application for State and Federal Assistance**

Departments: Finance, County Administrative Office

On June 20, 2023, the Board adopted an updated resolution designating the County Administrative Officer, Director of Emergency Management, and the Public Works Director as authorized to execute applications on behalf of Mono County for State and Federal Disaster Assistance. However, the Finance Director should retain authority to execute documents on behalf of the County because authorizing signatures are embedded within on-line forms requiring execution in Federal Emergency Management Agency's (FEMA's) on-line grants portal for which the Finance Department staff oversee to manage the County's reimbursement. This revised resolution replaces the Public Works Director with the Finance Director. The impact is to improve the timeliness of applications for reimbursement without the need to train additional portal users.

**Recommended Action:** Adopt revised and updated resolution.

**Fiscal Impact:** Including the Finance Director as an authorized agent for the County ensures timely completion of FEMA related documentation enabling the County to receive federal and state reimbursements for storm related costs.

**K. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 5/31/2023.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 5/31/2023.

**Fiscal Impact:** None.

**6. CORRESPONDENCE RECEIVED**

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

**A. Letter of Opposition - AB 120/SB 120 In-Home Supportive Services (IHSS) Fiscal Penalty**

Letter of opposition from the Mono County Board of Supervisors regarding the provision in the human services budget trailer bill (AB 120/SB 120) that would impose a ten percent ongoing penalty on counties that fail to reach an In-Home Supportive Services (IHSS) collective bargaining agreement.

**7. REGULAR AGENDA - MORNING**

**A. AB 2449 Emergency Exception**

Departments: County Counsel

5 minutes

(Stacey Simon, County Counsel) - Authorization for teleconference participation in today's Board of Supervisors meeting by Supervisor Salcido under AB 2449.

**Recommended Action:** Find that a physical medical emergency exists which prevents Supervisor Salcido from participating in the meeting in person and that she may therefore participate in the Board of Supervisors meeting today remotely under AB 2449.

**Fiscal Impact:** None.

**B. Appointment of County Administrative Officer**

Departments: County Administrative Office

5 minutes

(Mary Booher, Interim County Administrative Officer) - Proposed resolution appointing Sandra Moberly as County Administrative Officer and prescribing the

compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Adopt Resolution appointing Sandra Moberly as County Administrative Officer and approving employment agreement which prescribes the compensation and other terms and conditions of said employment. Authorize the Board Chair to execute said agreement on behalf of the County.

**Fiscal Impact:** The estimated cost of this position for the remainder of the fiscal year is \$238,592, of which \$181,600 is salary and \$56,992 is benefits. The total cost of salary and benefits for an entire fiscal year is \$272,457, of which \$211,096 is salary and \$61,361 is benefits. This is included in the County Administration fiscal year 2023/24 preliminary budget.

**C. Walker Basin Conservancy Introduction & Presentation**

Departments: Community Development

30 minutes

(Wendy Sugimura, Community Development Director and Peter Stanton, Walker Basin Conservancy, Executive Director) - Presentation by Peter Stanton regarding the Walker Basin Conservancy's programs and accomplishments, including water transfer projects.

**Recommended Action:** None, informational only. Provide any desired direction to staff.

**Fiscal Impact:** None.

**D. Four New Zoll Heart Monitors for Frontline Ambulances**

Departments: Emergency Medical Services

5 minutes

(Bryan Bullock, Chief Emergency Medical Services) - Proposed contract with Zoll Medical Corporation to purchase four Zoll X Series Heart Monitors with all necessary accessories and four-year service plans.

**Recommended Action:** Approve, and authorize Bryan Bullock, Chief of Mono County Emergency Medical Services (MCEMS) to purchase four Zoll X Series Heart Monitors with necessary accessories and four-year service plans on behalf of the County in an amount not to exceed \$173,705.86.

**Fiscal Impact:** The total financial impact of four heart monitors will be \$173,705.86.

**E. Ordinance Adding Chapter 2.05 to the Mono County Code - County Departmental Structure**

Departments: County Administrative Office

10 minutes

(Mary Booher, Interim County Administrative Officer ) - Proposed ordinance adding Chapter 2.05 to the Mono County Code to set forth the County's departmental structure, including consolidation of the departments of Public Health and Social Services into a single County department of Health and Human Services.

**Recommended Action:** Introduce, read title, and waive further reading of proposed ordinance adding Chapter 2.05 to the Mono County Code "County Departmental Structure." Provide any desired direction to staff.

**Fiscal Impact:** None.

**F. Mono County Jail Facility - Update**

Departments: Public Works

10 minutes

(Paul Roten, Public Works Director) - Presentation by Paul Roten regarding the progress on Mono County Jail.

**Recommended Action:** This presentation is for informational purposes only.

**Fiscal Impact:** Informational only, no change in Fiscal Impacts.

**G. Mono County Jail - Hospital Demolition and Utility Relocation**

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - This project will perform utility relocation and demolition of the abandoned hospital at the location of and in preparation for new Mono County Jail.

**Recommended Action:** 1) Approve the attached bid package and authorize the Public Works Department to advertise the project for bids; 2) Authorize the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount equal or less than the Engineer's Estimate, plus 15 percent contingency; 3) Authorize the Public Works Director to reject all bids if no bid is received that is less than the Engineer's Estimate, plus 15 percent contingency.

**Fiscal Impact:** This phase of the Jail project is estimated to cost \$464,000 and will be funded by the Criminal Justice Facility Capital Projects Fund.

**H. Sustainable Recreation Overall Work Program**

Departments: Public Works - Recreation

20 minutes

(Marcella Rose, Sustainable Recreation Coordinator) - Present for approval to the Board the proposed Overall Work Program for fiscal year 2023-24 for the



Mono County Sustainable Outdoors and Recreation (MCSOAR) division.

**Recommended Action:** Approve the proposed Overall Work Program for fiscal year 2023-24 for the Mono County Sustainable Outdoors and Recreation (MCSOAR) division.

**Fiscal Impact:** None.

**I. Legislative Update**

Departments: County Administrative Office

15 minutes

(Mary Booher, Interim County Administrative Officer) - Presentation by Interim County Administrative Officer providing an update on the adopted state budget.

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

**Fiscal Impact:** None.

**J. Resolution to Ratify Contract for Bridgeport Banner**

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Proposed resolution ratifying contract for the Bridgeport Banner.

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

**Fiscal Impact:** None.

**8. CLOSED SESSION**

**A. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

Subdivision (a) of Government Code section 54956.9. Name of case: Workers' Compensation claim of Robert Weber.

**B. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Mary Booher, Stacey Simon, Janet Dutcher, Jack Conry, and Oliver Yee. 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 Correctional Deputy Sheriffs' Association.

Unrepresented employees: All.

**C. Closed Session - Public Employee Evaluation**

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

**9. 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 11, 2023

**Departments: Board of Supervisors**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Out-of-State Travel Authorization for  
2023 National Association of  
Counties' (NACo) Annual Conference

**AGENDA DESCRIPTION:**

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

Out-of-state travel request for Supervisors Duggan, Kreitz, and Peters to attend the 2023 National Association of Counties (NACo) Annual Conference in Austin, Texas, and for Supervisor Peters to attend NACo meetings regarding Payment In Lieu of Taxes (PILT) in Washington DC.

**RECOMMENDED ACTION:**

Approve out-of-state travel for Supervisors Duggan, Kreitz, and Peters to attend the 2023 NACo Annual Conference in Austin, Texas from July 21 -24, 2023, and approve out-of-state travel for Supervisor Peters to attend NACo PILT meetings in Washington DC September 13-15, 2023.

**FISCAL IMPACT:**

Up to \$3,000 per Supervisor for conference registration, hotel stay, and air travel, which is included in the Board of Supervisors' budget for FY 2023-24. Supervisor Peters' costs will be covered by California State Association of Counties (CSAC).

**CONTACT NAME:** Danielle Patrick

**PHONE/EMAIL:** 7609325535 / despinosa@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Conference Schedule</a></p>
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History

Time

Who

Approval

6/23/2023 3:23 PM	County Counsel	Yes
6/22/2023 1:49 PM	Finance	Yes
6/26/2023 2:35 PM	County Administrative Office	Yes

# 2023 NACo Annual Conference & Exposition

Schedule as of: 06/15/2023

## Thursday, July 20, 2023

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*Jul. 20*  
7:30 am to 5:00 pm

### Conference Registration Open

*Jul. 20*  
8:00 am to 4:30 pm

### FEMA Just-in-Time Recovery Management Training

As the frequency, severity and cost of natural disasters continues to increase, county officials must be prepared to respond to and recover from these events. To assist in this effort, NACo has partnered with FEMA to provide members with a day-long training. Known as the “Just In Time” program, this in-person training will highlight all the federal resources available to counties following a disaster, information on how to apply for these funding opportunities and an overview of the documentation procedures.

*Jul. 20*  
9:00 am to 10:00 am

### CIO Technology Speed Sharing

Level 4 | Ballroom F

*Jul. 20*  
10:30 am to 5:15 pm

### NACo's 2023 CIO Forum

Level 4 | Ballroom F

This year's annual CIO Forum is focused on moving beyond being successful and making an impact by building resiliency through neurodiversity and skills training for IT, as well as developing short term and long-term strategies that bring innovation and transformation and keeps pace with the changing landscape of technology. Technology areas that will be covered include workforce, cybersecurity collaboration, change management, criminal justice and innovative opportunities.

*Jul. 20*  
4:00 pm to 5:00 pm

### NACo Ambassadors Meeting

*Jul. 20*  
5:30 pm to 7:00 pm

### CIO Forum Reception

Level 4 | Ballroom G

## Friday, July 21, 2023

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*Jul. 21*  
7:00 am to 6:30 pm

### Conference Registration Open

*Jul. 21*  
8:00 am to 9:30 am

### First-Time Attendee Orientation

All first-time attendees are welcome to join us to learn about NACo and how to make the most of the Annual Conference. Due to limited space, this session is open to county officials and staff attending their first NACo conference. This event is invite only.

*Jul. 21*  
8:30 am to 9:15 am

### Policy Coordinating Committee Meeting #1

*Jul. 21*  
9:00 am to 5:00 pm

### Community Economic and Workforce Development Policy Steering Committee (Offsite Meeting)

Community, Economic and Workforce Development Policy Steering Committee members will travel to the Austin Community College Highland Campus to discuss critical issues and policy priorities on all matters pertaining to economic and workforce development, public works, and increasing and preserving affordable housing. Members will also consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts.

*Jul. 21*  
9:30 am to 4:30 pm

### Agriculture and Rural Affairs Policy Steering Committee Meeting

Join NACo's Agriculture & Rural Affairs Policy Steering Committee to learn about the diverse challenges facing rural America today, as well as key insights and innovations that may provide county leaders with tools to help their rural communities thrive. Committee members will hear from leading thinkers and decisionmakers from across the agriculture sector and rural development space, including nationally renowned policy experts, stakeholders, and federal partners. The committee will also participate in discussions on the 2023 Farm Bill and its impact on counties, and consider resolutions to shape NACo's advocacy on agriculture and rural policy.

*Jul. 21*  
9:30 am to 4:30 pm

### Environment, Energy and Land Use Policy Steering Committee Meeting

Federal partners and national policy experts will join the Environment, Energy and Land Use Policy Steering Committee to discuss committee policy priorities including the implementation of the Inflation Reduction Act and the Bipartisan Infrastructure Law; recycling and waste management; the status of the Waters of

the U.S. regulation; addressing per- and polyfluoroalkyl substances; and building resilient water infrastructure.

*Jul. 21*  
**9:30 am to 4:30 pm**

### **Finance, Pensions and Intergovernmental Affairs Policy Steering Committee**

NACo's Finance, Pensions and Intergovernmental Affairs Policy Steering Committee meeting will discuss a wide range of matters of importance to counties related to county revenues and fiscal management, federal tax reform, pension and retirement benefits, municipal bonds, the intergovernmental partnership and the balance of federalism, elections, and more. The committee will also hold its business meeting to consider policy resolutions related to relevant federal actions and updates to our platform.

*Jul. 21*  
**9:30 am to 4:30 pm**

### **Health Policy Steering Committee**

NACo's Health Policy Steering Committee will be joined by national experts and thought leaders to discuss timely health policy issues relevant to counties, and will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2023 - 2024 term.

*Jul. 21*  
**9:30 am to 4:30 pm**

### **Human Services and Education Policy Steering Committee**

National experts, county leaders and policymakers will join the Human Services and Education Policy Steering Committee to discuss policy priorities and best practices for strengthening the child care workforce, strengthening food systems, and preventing child abuse and neglect via concrete economic supports for families. The committee will also reflect on lessons learned from county investments in programs for children and families using ARPA Recovery Funds.

*Jul. 21*  
**9:30 am to 4:30 pm**

### **Justice and Public Safety Policy Steering Committee**

Justice and Public Safety Policy Steering Committee members will be joined by Congressional and federal agency officials to discuss critical issues, including addressing mental health in the criminal justice system, disaster mitigation and response, and the outlook for the committee's policy priorities in the 118th Congress.

*Jul. 21*  
**9:30 am to 4:30 pm**

### **Public Lands Policy Steering Committee**

Join the Public Lands Policy Steering Committee for discussions with federal land management agencies on implementation of the Bipartisan Infrastructure Law, species conservation efforts, wildfire mitigation, energy and mineral development and improving recreation-based economies.

*Jul. 21*  
**9:30 am to 4:30 pm**

### **Telecommunications and Technology Policy Steering Committee**

The Telecommunications & Technology Policy Steering Committee will discuss topics including broadband infrastructure funding, internet affordability and adoption measures at the local level, rural cellular initiatives, next-generation 911 funding support, cybersecurity initiatives at the local level, and more. The committee will also hold its business meeting to review and vote on policy resolutions proposed before the committee for consideration.

*Jul. 21*  
**9:30 am to 4:30 pm**

### **Transportation Policy Steering Committee**

Join the Transportation Policy Steering Committee to learn more about how counties are working together with our intergovernmental partners, as well as one another, to rebuild and modernize our nation's infrastructure. During this meeting, we will hear from subject matter experts who will discuss various aspects of the significant role counties play in transportation and infrastructure. The committee will also vote on policy resolutions during this meeting.

*Jul. 21*  
**3:00 pm to 5:00 pm**

### **NACA Board Meeting**

Level 3 | Room 7

*Jul. 21*  
**4:30 pm to 6:30 pm**

### **Exhibit Hall Opening and Welcome Reception**

*Jul. 21*  
**5:00 pm to 5:45 pm**

### **Policy Coordinating Committee Meeting #2**

*Jul. 21*  
**5:00 pm to 6:00 pm**

### **County Talks, Presented by NACo**

*Jul. 21*  
**5:00 pm to 6:00 pm**

### **Minnesota Delegation Caucus**

Level 3 | Room 9C

*Jul. 21*  
**5:00 pm to 6:00 pm**

### **NACHFa Meeting**

Level 3 | Room 10C

*Jul. 21*  
**5:30 pm to 6:30 pm**

### **NextGen/CLI/HPLA Combined Reception**

Level 3 | Room 9A

*Jul. 21*  
**5:30 pm to 6:30 pm**

### **North Carolina Caucus**

Level 4 | Room 17



*Jul. 21* **North Carolina Reception**  
**6:30 pm to 7:30 pm**  
 Level 4 | Room 14

*Jul. 21* **County IT/Cybersecurity Executive Meetup hosted by Celerium and NACo**  
**6:30 pm to 9:30 pm**

## Saturday, July 22, 2023

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*Jul. 22* **NACo E-Bike Ride, Sponsored by BikeTexas**  
**6:30 am to 8:00 am**

*Jul. 22* **Conference Registration Open**  
**7:30 am to 5:00 pm**

*Jul. 22* **County Executive Roundtable Breakfast**  
**8:00 am to 9:30 am**

*Jul. 22* **NACo GIS Subcommittee Meeting**  
**8:00 am to 9:45 am**

The Geographic Information Systems (GIS) Subcommittee of the Information Technology Standing Committee focuses on GIS education, national trends and proposed legislation that might affect GIS. Members are county elected officials, surveyors and planners, GIS directors and other county GIS leadership. The subcommittee will hear from national organizations and partners on relevant topics on current and future landscape of GIS policies and practices including uncrewed vehicles.

*Jul. 22* **Gulf States Counties and Parishes Caucus Meeting**  
**8:00 am to 10:00 am**

Hear from policy experts on pressing federal issues impacting Gulf Coast counties and parishes. Caucus members will also discuss federal legislative priorities and strategize for future GSCPC events and initiatives. Caucus membership is open to all NACo county and parish government officials from Texas, Mississippi, Louisiana, Alabama and Florida.

*Jul. 22* **Military Communities Breakfast**  
**8:30 am to 9:30 am**

*Jul. 22* **Curbing the Crisis: County Recommendations to Advance Housing Affordability**  
**8:30 am to 9:45 am**

Navigate the complex landscape of county authority and housing affordability. Hear from NACo Housing Task Force members on specific policy recommendations and best practices that can be tailored and implemented in your community.

*Jul. 22*

**8:30 am to 9:45 am**

### **Reskilling for Recovery: Summit on Workforce Development**

County governments are critical to the nation's workforce, employing more than 1 in every 50 American workers. Post-pandemic, counties have been increasing workforce capacity to address residents' needs and lay the groundwork for economic recovery. Join this workforce development summit to hear innovative solutions for making investments to improve the county government workforce. All county administrators, human resource and benefit professionals are encouraged to attend this workshop and become a part of NACo's new Workforce Network.

*Jul. 22*

**8:30 am to 10:00 am**

### **Mental Health Commission Meeting**

NACo's Commission on Mental Health and Wellbeing will meet to conduct business, including recommendations for policy and programmatic best practices.

*Jul. 22*

**8:30 am to 10:00 am**

### **Resilient Counties Advisory Board Meeting and Breakfast**

Join RCAB's members to learn how counties can plan for preventative measures to reduce loss of life and property resulting from severe weather conditions. In addition to plan development to prepare for disasters, presenters will provide specific building code options to prevent structural damage and disaster housing for displaced residents following disasters.

*Jul. 22*

**9:00 am to 1:00 pm**

### **NACE Executive Committee Meeting**

Level 3 | Room 10

*Jul. 22*

**9:00 am to 3:00 pm**

### **Exhibit Hall Open**

*Jul. 22*

**10:00 am to 11:00 am**

### **National Association of Civil County Attorneys meeting**

Level 4 | Room 18A

*Jul. 22*

**10:00 am to 12:00 pm**

### **Large Urban County Caucus (LUCC) Business Meeting**

NACo's Large Urban County Caucus meeting will feature conversations with national and local leaders on topics of importance to urban counties, including transportation and infrastructure, urban development, and workforce.

*Jul. 22*  
**10:00 am to 12:00 pm**

### **NACLGBTGLA Caucus Meeting**

Level 4 | Room 19A

*Jul. 22*  
**10:00 am to 12:00 pm**

### **NACo IT Standing Committee**

The Information Technology Standing Committee, which consists of elected officials and county IT leaders, will focus on national trends and policies that could impact county technologies. Topics will cover cyber security resiliency, technology best practices, cloud vendor checklists. An overview of NACo pilots will be shared with members as well.

*Jul. 22*  
**10:00 am to 12:00 pm**

### **National Association of County Human Services Administrators**

Level 3 | Room 5

*Jul. 22*  
**10:00 am to 12:00 pm**

### **Rural Action Caucus (RAC) Business Meeting**

NACo's Rural Action Caucus will discuss issues important to rural America and to hear from guest speakers who are helping to shape policies important to rural communities.

*Jul. 22*  
**12:00 pm to 1:00 pm**

### **What is NACo EDGE?**

Level 3 | Room 8

How to help your county generate revenue and streamline processes while enhancing your workforce. Find out about how to give your county the NACo EDGE.

*Jul. 22*  
**12:00 pm to 1:15 pm**

### **CORE Justice Network + SJC Site Luncheon**

This invite-only luncheon will host leaders from Safety + Justice Challenge counties & NACo's County Officials advancing Racial Equity (CORE) in Justice network members. Participants will have the opportunity to hear updates on MacArthur's Safety + Justice Challenge with a focus on initiatives to advance racial equity throughout the criminal legal system and hear about the role and voice of lived experience in this work. County officials will have the opportunity to share their current challenges and goals to advance racial equity.

*Jul. 22*  
**12:00 pm to 1:15 pm**

### **Hold for State Association and Affiliate Lunches**

*Jul. 22*  
**12:00 pm to 1:15 pm**

### **Membership Standing Committee Meeting**

The Membership Standing Committee advises and supports NACo's membership recruitment and retention efforts while championing county engagement in NACo.

*Jul. 22*  
**12:00 pm to 1:15 pm**

**National Association of Hispanic County Officials (NAHCO)  
Luncheon**

National Courtyard & Residence Inn Austin Downtown

*Jul. 22*  
**12:00 pm to 1:15 pm**

**National Council of County Association Executives (NCCAE)  
Business Meeting & Luncheon**

*Jul. 22*  
**12:00 pm to 1:15 pm**

**NOBCO / NABCO Annual Meeting**

Level 4 | Ballroom F

*Jul. 22*  
**12:00 pm to 1:15 pm**

**Utah Caucus**

Level 4 | Room 15

*Jul. 22*  
**12:00 pm to 1:30 pm**

**Colorado Caucus**

Level 3 | Room 6A

*Jul. 22*  
**12:00 pm to 1:30 pm**

**NACIO Awards & Membership Meeting**

Level 3 | Room 7

*Jul. 22*  
**12:00 pm to 1:30 pm**

**NDCO Annual Luncheon**

Level 4 | Ballroom G

*Jul. 22*  
**12:00 pm to 3:00 pm**

**Healthy Counties Luncheon & Forum**

Successful efforts to address health inequities require cross-systems collaboration. Learn from national experts and county leaders about opportunities (e.g., funding, partnership models) for multi-sector stakeholders to address the most pressing public health challenges, such as maternal health, mental health and others.

*Jul. 22*  
**1:00 pm to 3:00 pm**

**Veterans and Military Services Committee Meeting**

The Veterans and Military Services Committee will hear from county officials, advocates, federal experts and those with lived experience on the challenges and opportunities facing women in the veteran and military community and children

and youth in military families. Committee members will also discuss federal policy priorities and the relaunch of Operation Green Light for Veterans as avenues for better serving our veterans, service members and their families.

*Jul. 22*  
**1:30 pm to 3:00 pm**

### **Arts as a Vehicle for Change: Hosted by the Arts & Culture Commission**

County leaders work with arts and culture partners to advance policy priorities. Learn how to support the economic prosperity of residents and address pressing community needs through creative expression and engagement.

*Jul. 22*  
**1:30 pm to 3:00 pm**

### **DCR Advisory Committee Meeting**

*Jul. 22*  
**1:30 pm to 3:00 pm**

### **Economic Development on the Border: Hosted by the International Economic Development Task Force**

In today's global economy, local economic development often does not stop at the county, state or even national lines. Rather, international trade and business partnerships can help drive local economies forward. In this session, learn from county peers located on or near our northern and southern borders about the value of North American trade and managing economic relationships with our Canadian and Mexican counterparts. Hosted by the International Economic Development Task Force, this session is open to all attendees.

*Jul. 22*  
**1:30 pm to 3:00 pm**

### **Immigration Reform Task Force Meeting**

The Immigration Reform Task Force (IRTF) will meet to discuss the latest developments on immigration reform, the impact of federal immigration policy on local governments and communities, and hear from policy experts.

*Jul. 22*  
**1:30 pm to 3:00 pm**

### **NACo Programs and Services Committee Meeting**

The NACo Programs and Services Standing Committee will receive updates on NACo's programs and services and generate recommendations for the NACo officers and the board on future programming. This meeting is open to all conference attendees.

*Jul. 22*  
**1:30 pm to 3:00 pm**

### **National Association of County Intergovernmental Relations Officials (NACIRO) Annual Business Meeting**

Level 4 | Room 18B

*Jul. 22*  
**1:30 pm to 3:00 pm**

### **Western Interstate Region (WIR) Board of Directors Meeting**

The Western Interstate Region (WIR) is dedicated to the promotion of Western

interests within NACo, including public land issues (use and conservation), community stability and economic development, and the promotion of the traditional western way of life. WIR Board Members will discuss county involvement in energy production, balancing resource development needs and public access to federal lands and opportunities to grow rural Western economies.

*Jul. 22*  
**1:45 pm to 3:00 pm**

### **NACo Board of Directors Forum**

*Jul. 22*  
**3:15 pm to 4:30 pm**

### **General Session #1**

*Jul. 22*  
**4:30 pm to 5:00 pm**

### **NACo 2nd Vice President Candidates Forum**

*Jul. 22*  
**5:00 pm to 6:00 pm**

### **Alabama Delegates Caucus**

Level 3 | Room 6A

*Jul. 22*  
**5:00 pm to 6:00 pm**

### **Kansas Association of Counties Caucus**

Level 4 | Room 15

*Jul. 22*  
**5:00 pm to 6:00 pm**

### **Pennsylvania Counties Caucus**

Level 3 | Room 10C

*Jul. 22*  
**5:00 pm to 6:00 pm**

### **Women of NACo (WON) Reception**

Level 3 | Room 10B

*Jul. 22*  
**5:00 pm to 6:30 pm**

### **Georgia Reception**

Level 3 | Room 9A

*Jul. 22*  
**5:30 pm to 7:30 pm**

### **Healthy Counties Advisory Board Reception**

*Jul. 22*  
**5:30 pm to 7:30 pm**

### **Reception for Graduates of NACo's Leadership Programs**

*Jul. 22*  
**5:30 pm to 7:30 pm**

### **Workforce Development Reception**

*Jul. 22* **National Conference of Republican County Officials (NCRCO) Business Meeting**

Level 4 | Room 12

*Jul. 22* **NACo Arts & Culture Committee Reception**

Mexic-Arte

*Jul. 22* **Women of NACo (WON) Meeting**

Level 3 | Room 9B

*Jul. 22* **NACo Board of Directors Reception**

## Sunday, July 23, 2023

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*Jul. 23* **Non-Denominational Worship Service**

7:30 am to 8:15 am

*Jul. 23* **Conference Registration Open**

8:00 am to 5:00 pm

*Jul. 23* **Nationwide Workshop: Social Security, Efficient Retirement Plan Distributions and Lifetime Income**

Level 3 | Room 8

*Jul. 23* **Evaluating Clean Energy Opportunities in Your County**

8:45 am to 10:00 am

Resources from the Bipartisan Infrastructure Law and Inflation Reduction Act are available for clean energy initiatives that reduce emissions, invest in infrastructure and purchase equipment. Panelists will highlight pathways for preparing your county for alternative energy generation, including solar and agrivoltaics, distributed wind, electric vehicle charging networks, and geothermal technology. Panelists will touch on site and permits, installation and workforce, and state preemption as well as partnership and funding opportunities. This workshop will include the SolSMART program's technical assistance resource for local governments to expand affordable solar energy.

*Jul. 23* **Implementing New ARPA Guidance: Understanding Eligible Uses and Reporting Requirements**

8:45 am to 10:00 am

Championed by U.S. Sens. John Cornyn (R-Texas) and Alex Padilla (D-Calif.), the bipartisan State, Local, Tribal and Territorial Fiscal Recovery, Infrastructure and Disaster Relief Flexibility Act grants additional latitude to county governments in investing resources from the American Rescue Plan's (ARPA) Coronavirus State and Local Fiscal Recovery Fund, which allocated \$65.1 billion directly to every county, parish and borough. The new flexibility includes allowable investments in infrastructure, community development, and disaster response. Participants will hear an overview of the U.S. Treasury Department's new Interim Final Rule that outlines the updated eligible uses under the Cornyn/Padilla amendment, the coinciding reporting requirements, and how counties are implementing this new rule ahead of the December 31, 2024 deadline.

*Jul. 23*

**8:45 am to 10:00 am**

### **Improving Economic Stability for Young Children Through Two-Generation Strategies**

Learn from county officials who have successfully implemented two-generation approaches to improve economic stability and well-being for young children. The session will explore how working with children and the adults in their lives can support economic mobility.

*Jul. 23*

**8:45 am to 10:00 am**

### **Leaving a Lasting Legacy through the Power of a Strong Leadership Model**

County leaders have the opportunity to shape our communities for years to come. But how can you ensure your impact lasts beyond your time in office? This workshop, powered by NACo's High Performing Leadership Academy, will supply you with tools to create a legacy by harnessing a leadership motto. More than just a catchy phrase, a leadership motto is a guiding principle that informs your every action. In this workshop, learn how to identify and develop your own powerful leadership motto and strategies for integrating your motto into your leadership style and decision-making.

*Jul. 23*

**8:45 am to 10:00 am**

### **Reducing Recidivism and Improving Outcomes after Incarceration**

Counties nationwide operate 90 percent of all local jails and provide services to people leaving jails and on community supervision. People leaving jails often face a variety of challenges – from housing and employment to behavioral health treatment and recovery services. Additionally, the Medicaid Inmate Exclusion Policy (MIEP) results in higher rates of recidivism, increased health care costs and poorer health outcomes. During this session, attendees will hear from national experts and county leaders on the latest trends in re-entry and community supervision.

*Jul. 23*

**9:00 am to 10:30 am**

### **The Workforce Network Advisory Council (WNA Council) Meeting**

*Jul. 23*

**9:00 am to 12:00 pm**

### **Exhibit Hall Open**



*Jul. 23*  
**9:00 am to 12:00 pm**

### **NACo Board of Directors Meeting**

*Jul. 23*  
**10:30 am to 11:45 am**

### **Building the Future: Strategies for Bipartisan Infrastructure Law Implementation**

This session will explore ways county leaders can apply for funding under the Bipartisan Infrastructure Law to build a foundation for long-term sustainability. The workshop will highlight county programs, including broadband deployment, transportation projects, energy efficiency, and water and sewer improvements.

*Jul. 23*  
**10:30 am to 11:45 am**

### **Deploying Resources from the Department of Defense and other Federal Partners for Environmental Stewardship**

This workshop will bring together officials from the U.S. Department of Defense's Readiness & Environmental Protection Integration (REPI) Program and leaders from counties that neighbor military installations to discuss partnerships to advance climate resiliency. Participants will learn about the REPI Program's critical role in strengthening local capacity to build resiliency and discover opportunities to leverage REPI funding to match other federal funds.

*Jul. 23*  
**10:30 am to 11:45 am**

### **Fireside Chat: Improving Services and Optimizing Revenue and Cost-Savings**

In our electoral system, the nation's county governments typically administer and fund elections at the local level, including overseeing polling places and voting systems, and coordinating poll workers for federal, state and local elections. The specifics of election administration align with federal standards but vary from county to county and state to state, resulting in a variety of approaches to ensure safe, secure and fair elections. During this session, participants will hear from county election officials on the basics of election administration and will walk away with an understanding of key authorities and themes that are common and unique to counties across the country.

*Jul. 23*  
**10:30 am to 11:45 am**

### **Navigating Crisis Communication**

Join the National Association of County Information Officers (NACIO) for robust discussion and Q&A focused on crisis communications and today's uniquely challenging news landscape. More than ever, county officials are navigating the world of "fake news" and communicating in the face of natural disasters and other crises. Learn key tips for rapid response communications, remaining calm under pressure, and adhering to a strong sense of audience and objective.

*Jul. 23*  
**10:30 am to 11:45 am**

### **NCCAE Continuing Education Discussion Session**

*Jul. 23*  
**10:30 am to 11:45 am**

### **Next Generation General Membership Meeting**

Level 3 | Room 4

*Jul. 23*  
**10:30 am to 11:45 am**

### **Revitalizing County Health, Public Safety and Legal Systems**

Examine how counties are strengthening our health, public safety and legal systems to make real the promise of ensuring justice for all. Learn about key resources counties are leveraging to center the experiences of underserved populations and address social determinants of health. This session will highlight county strategies for improving health equity within, and across, our health, human services and criminal legal systems.

*Jul. 23*  
**10:30 am to 11:45 am**

### **Understanding Lessons Learned and Trends in Elections**

In our electoral system, the nation's county governments typically administer and fund elections at the local level, including overseeing polling places and voting systems, and coordinating poll workers for federal, state and local elections. The specifics of election administration align with federal standards but vary from county to county and state to state, resulting in a variety of approaches to ensure safe, secure and fair elections. During this session, participants will hear from county election officials on the basics of election administration and will walk away with an understanding of key authorities and themes that are common and unique to counties across the country.

*Jul. 23*  
**12:00 pm to 2:00 pm**

### **NACo Achievement Awards Lunch & General Session #2**

The Achievement Awards Luncheon & General Session will feature best-in-category winners of NACo's Achievement Awards program and keynote speakers. This luncheon is open to all conference attendees.

*Jul. 23*  
**2:30 pm to 3:45 pm**

### **Making the Most of August Recess: Advocacy Tips for County Officials**

Level 4 | Room 18 C & D

*Jul. 23*  
**2:30 pm to 5:00 pm**

### **Achieving the American Dream: Summit on Strategies to Promote Economic Mobility**

County policies, programs, partnerships and funding can create pathways to improved financial prosperity for our residents. This capstone to NACo's multi-year partnership with the Bill and Melinda Gates Foundation will focus on four key policy areas to support inter-generational wealth-building, equitable access to broadband, workforce development for infrastructure projects, housing finance and measuring progress.

*Jul. 23*

### **Enhancing Wellbeing: Summit on Mental Health**

**2:30 pm to 5:00 pm**

In response to increasing mental health caseloads across the country, county officials are partnering with local and state leaders to develop behavioral health continuums of care. NACo's Mental Health Commission will lead a discussion of best practices around intergovernmental partnerships that support the 988 Lifeline and crisis response, the entry point to behavioral health systems of care; bolster the increased need and resulting shortage of a behavioral health workforce; and to address exclusionary policies that often preclude effective behavioral health care options that can reduce recidivism and other cyclical service utilization patterns.

*Jul. 23***2:30 pm to 5:00 pm****Safeguarding Our Counties: Summit on Disaster Resiliency**

As the frequency, severity and cost of natural disasters increases, this summit will provide attendees with an overview of federal resources available to help bolster community resiliency, including strengthening local energy grids, critical infrastructure and households. This session will also highlight innovative county solutions that have been implemented to safeguard against future disasters.

*Jul. 23***2:30 pm to 5:30 pm****Mobile Workshop: 911 Emergency Communications and STAR Flight Mobile Tour**

CTECC (Combined Transportation, Emergency & Communications Center) improves emergency response coordination and cooperation by providing a centralized public safety facility sustaining the operations of shared, critical emergency communications and transportation management for the region. CTECC is jointly owned by Travis County, the City of Austin, Texas Department of Transportation and the Capital Metropolitan Transportation Authority. STAR Flight is the only 24/7 aerial emergency medical service in Texas that performs highly specialized emergency response services, including emergency medical transport, still and swift water rescue, search and rescue, high angle rescue, fire suppression/aerial reconnaissance, and law safety assistance. STAR (Shock Trauma Air Rescue) Flight is owned and operated by Travis County and serves 19 counties in central Texas.

*Jul. 23***2:30 pm to 5:30 pm****Mobile Workshop: Community First! Village Mobile Tour**

Community First! Village is a 51-acre master planned community that provides affordable, permanent housing and a supportive community for the disabled, chronically homeless in Central Texas. Since 2005, this transformative residential program has been a staple of Mobile Loaves & Fishes and has become the largest community-based model in the country lifting homeless men and women up off the streets into community and home.

*Jul. 23***3:00 pm to 5:00 pm****NACo Credentials Meeting***Jul. 23***5:30 pm to 6:30 pm****California Caucus**

Level 4 | Room 16

*Jul. 23*  
**5:30 pm to 6:30 pm**

### **Missouri Delegation Caucus**

Level 4 | Room 19A

*Jul. 23*  
**5:30 pm to 6:30 pm**

### **National Democratic County Officials Policy Briefing**

Level 4 | Room 18B

*Jul. 23*  
**5:30 pm to 6:30 pm**

### **Pew Charitable Trust Reception**

Hosted by The Pew Charitable Trusts, this networking reception will offer opportunities to meet Pew researchers and talk county priorities.

*Jul. 23*  
**5:30 pm to 7:30 pm**

### **Arizona Caucus**

Level 4 | Room 11

*Jul. 23*  
**6:30 pm to 8:00 pm**

### **California Delegation Reception**

*Jul. 23*  
**7:00 pm to 9:00 pm**

### **Large Urban County Caucus and Rural Action Caucus Joint Reception**

## **Monday, July 24, 2023**

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*Jul. 24*  
**8:00 am to 9:00 am**

### **Maryland, Ohio, Virginia, West Virginia Regional Caucus Breakfast**

Level 3 | Room 6A

*Jul. 24*  
**8:00 am to 5:00 pm**

### **Conference Registration Open**

*Jul. 24*  
**9:30 am to 11:45 am**

### **NACo Annual Business Meeting**

Join the Annual Business Meeting of the National Association of Counties where county members will consider policy resolutions, elect a slate of officers for the 2023-2024 term, and conduct other business as necessary.

*Jul. 24*

### **Conference Break (Lunch on Your Own)**

**12:00 pm to 1:30 pm***Jul. 24***Central Region Caucus Meeting****2:00 pm to 2:45 pm**

All attendees from the Central Region are invited to learn more about NACo and what is happening in the region. The Central Region includes the following states: Iowa, Illinois, Indiana, Kansas, Michigan, Minnesota, Missouri, Nebraska, Ohio, Oklahoma, Wisconsin.

*Jul. 24***Northeast Region Caucus Meeting****2:00 pm to 2:45 pm**

All attendees from the Northeast Region are invited to learn more about NACo and what is happening in the region. Northeast Region includes the following states: Massachusetts, Maryland, Maine, New Hampshire, New Jersey, New York, Pennsylvania, West Virginia.

*Jul. 24***South Region Caucus Meeting****2:00 pm to 2:45 pm**

All attendees from the South Region are invited to learn more about NACo and what is happening in the region. The South Region includes the following states: Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas.

*Jul. 24***West Region Caucus Meeting****2:00 pm to 2:45 pm**

All attendees from the West Region are invited to learn more about NACo and what is happening in the region. The West Region includes the following states: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, North Dakota, New Mexico, Nevada, Oregon, South Dakota, Utah, Washington, Wyoming.

*Jul. 24***Breaking the Stigma: Empowering Mental Health Champions****3:00 pm to 4:15 pm**

County elected officials and staff play a critical role as the front-line service providers during trying times. This pressure and exposure to trauma can have a lasting impact on elected officials and county employees alike. This workshop will feature a training from the National Council on Mental Wellbeing's Mental Health First Aid program, equipping attendees with strategies for identifying and responding to mental health issues in the workplace, techniques to identify team members facing mental health or substance abuse challenges, and how to build a culture and organization that supports wellbeing.

*Jul. 24***Dreaming Big in Coal Country****3:00 pm to 4:15 pm**

Innovation is underway in coal counties across the U.S. This workshop will showcase inventive, forward-looking and locally led projects that are driving economic opportunity and community vitality. Join coal community leaders and learn about available federal resources to pursue your local economic

diversification strategies. Dream big and walk away more inspired by the potential within your community.

*Jul. 24*

**3:00 pm to 4:15 pm**

### **Robert's Rules 101: Crash Course**

Robert's Rules can help you run an efficient meeting. But how do you run an effective meeting? This workshop is a crash course in Robert's Rules where we will deliver tools to minimize meeting disruptions, define proper procedures and apply Robert's Rules to real-life parliamentary examples.

*Jul. 24*

**3:00 pm to 4:15 pm**

### **The Opioid Epidemic in Rural America: Creating Justice System Pathways to Care**

While no corner of the country has been untouched by the opioid epidemic, the overdose crisis has hit rural America particularly hard. Between 1999 and 2015, overdose deaths increased 325 percent in rural counties. Additionally, people with substance use disorder are often routed into the legal system and incarcerated, which may disrupt treatment and increase overdose risks. Hear from members of NACo's Opioid Solutions Leadership Network and the Reaching Rural Initiative about how rural counties are adopting solutions to the persistent challenges in addressing substance use disorder.

*Jul. 24*

**3:00 pm to 4:15 pm**

### **Trends in Federal and State Preemption**

County authority and responsibility is granted by state constitutions and statutes, and states are increasingly passing laws that preempt county authorities and limit local policymaking in a range of issues. This session will explore county authority in revenue generation and land use planning, state preemption of county authority to manage, protect and tax local land, and point participants toward solutions that can be tailored for unique local circumstances.

*Jul. 24*

**3:00 pm to 5:00 pm**

### **Enacting Policies and Service Delivery that Benefit All**

County leaders can help improve the trajectory for everyone in our communities by making equitable decisions in policy and service delivery. Learn about the unique opportunities open to each of us, regardless of our function in county government, and how we can leverage resources to ensure equity is central to our governance.

*Jul. 24*

**4:30 pm to 5:00 pm**

### **NACo New Board of Directors Orientation Meeting**

*Jul. 24*

**6:00 pm to 9:30 pm**

### **NACo All-Conference Closing Reception**

Austin City Limits Live at the Moody Theater

Join us in celebrating a successful conference at Austin City Limits Live at the Moody Theater, the iconic music landmark that hosts approximately 100 concerts a year and serves as the home for taping the acclaimed Austin PBS

television series Austin City Limits, the longest-running music series in American history. You will not want to miss this opportunity to connect with your peers and conclude your conference experience on a high note.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: Economic Development**

**TIME REQUIRED**

**SUBJECT** Mono County Economic  
Development, Tourism, and Film  
Commission Reappointment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Reappoint Geoff McQuilkin to a four-year term on the Mono County Economic Development, Tourism, and Film Commission.

**RECOMMENDED ACTION:**

Reappoint Geoff McQuilkin to the Mono County Economic Development, Tourism, and Film Commission for a four-year term beginning July 1, 2023 and ending June 30, 2027.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Liz Grans

**PHONE/EMAIL:** 760-924-1738 / lgrans@mono.ca.gov

**SEND COPIES TO:**

lgrans@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>

**History**

Time	Who	Approval
6/23/2023 3:25 PM	County Counsel	Yes
6/26/2023 11:02 AM	Finance	Yes



6/26/2023 2:29 PM

County Administrative Office

Yes



# MONO COUNTY

## ECONOMIC DEVELOPMENT DEPARTMENT

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P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546  
(760) 924-4634

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Liz Grans  
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### STAFF REPORT

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**SUBJECT:** Mono County Economic Development, Tourism, and Film Commission Reappointment

**RECOMMENDATION:** The Board consider and reappoint Geoff McQuilkin to a four-year term on the Mono County Economic Development, Tourism, and Film Commission starting July 1, 2023 and ending June 30, 2027.

**BACKGROUND:** Commissioner McQuilkin joined the Commission in an at-large position in October 2015 and was reappointed to his second term in 2019. Mr. McQuilkin is currently the Chair of the Commission and brings invaluable experience, insights, and commitment to the vision, programs, and goals of the Commission. The position was advertised, and no other applications were received.

**FISCAL IMPACT:** None.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments:** County Administrative Office

**TIME REQUIRED**

**SUBJECT** Ordinance Amending Chapter 9.44 of the Mono County Code to Add Mono City to Dog Leash Regulations

**PERSONS APPEARING BEFORE THE BOARD**

**AGENDA DESCRIPTION:**

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

Proposed ordinance amending Chapter 9.44 of the Mono County Code, pertaining to dog leash regulations, in order to apply said regulations to the Mono City area of the County.

**RECOMMENDED ACTION:**

Adopt proposed ordinance.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Emily Fox

**PHONE/EMAIL:** 7609241712 / efox@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Adopting Ordinance</a>
<a href="#">Map of area in proposed ordinance</a>

**History**

Time	Who	Approval
6/27/2023 10:47 AM	County Counsel	Yes

6/22/2023 1:46 PM

Finance

Yes

6/30/2023 9:40 AM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*

South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

---

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Emily Fox, Deputy County Counsel

Date: July 11, 2023

Re: Amendment of Mono County Code Chapter 9.44 to add Mono City to the designated County areas where unleashed dogs are prohibited

**Strategic Plan Focus Areas Met**

A Thriving Economy     Safe and Healthy Communities  
 Sustainable Public Lands     Workforce & Operational Excellence

**Discussion**

Chapter 9.44 of the Mono County Code establishes regulations pertaining to dogs that prohibit running “at large” in certain designated areas of the County. In those areas designated in sections 9.44.010 and 9.44.020 of the code, dogs must be kept on a leash.

At its May 2, 2023 meeting, the Board discussed and took public comment regarding adding Mono City to the areas of the County in which dogs are prohibited from running at large. After hearing from the public, the Board gave direction to staff to return with an ordinance adding Mono City to Chapter 9.44. The attached proposed ordinance modifies sections 9.44.010 and 9.44.020 to include Mono City.

At its June 20, 2023 meeting, the Board performed the first reading of the proposed ordinance and waived further reading. The Board voted to adopt the ordinance at that meeting.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1712.

**Attachments:**

Proposed Ordinance  
Map of Mono City as described in Proposed Ordinance



ORD23-\_\_

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS AMENDING CHAPTER 9.44 OF THE MONO COUNTY  
CODE, PERTAINING TO DOG REGULATIONS, IN ORDER TO APPLY SAID  
REGULATIONS TO THE MONO CITY AREA OF THE COUNTY**

**WHEREAS**, Chapter 9.44 of the Mono County Code establishes dog regulations that, in general, prohibit dogs from running at large in certain designated areas of the County; and

**WHEREAS**, the Board of Supervisors wishes to add Mono City to those designated areas so that Chapter 9.44's regulations will apply in those areas;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS** that:

**SECTION ONE:** Section 9.44.010 of the Mono County Code is hereby amended to add subsection "J," which shall read as follows:

"J. 'Mono City' means that unincorporated area of Mono County in those portions of Sections 7 and 18, Township 2 North, Range 26 East, Mount Diablo Base and Meridian, described as follows: The south one-half of the south one-half of the south one-half of Section 7 and the north one-half of the north one-half of the north one-half of Section 18."

**SECTION TWO:** Section 9.44.020 of the Mono County Code is hereby amended to read as follows:

"No person owning or having possession, charge, custody or control of a dog in the areas June Lake, Hilton Creek, the Mammoth-June Lake Airport, White Mountain Estates, Lee Vining, Wheeler Crest, Chalfant, or Mono City shall allow the dog to run at large."

**SECTION THREE:** This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote, to wit:

**AYES:**

**NOES:**

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**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Rhonda Duggan, Chair  
Mono County Board of Supervisors

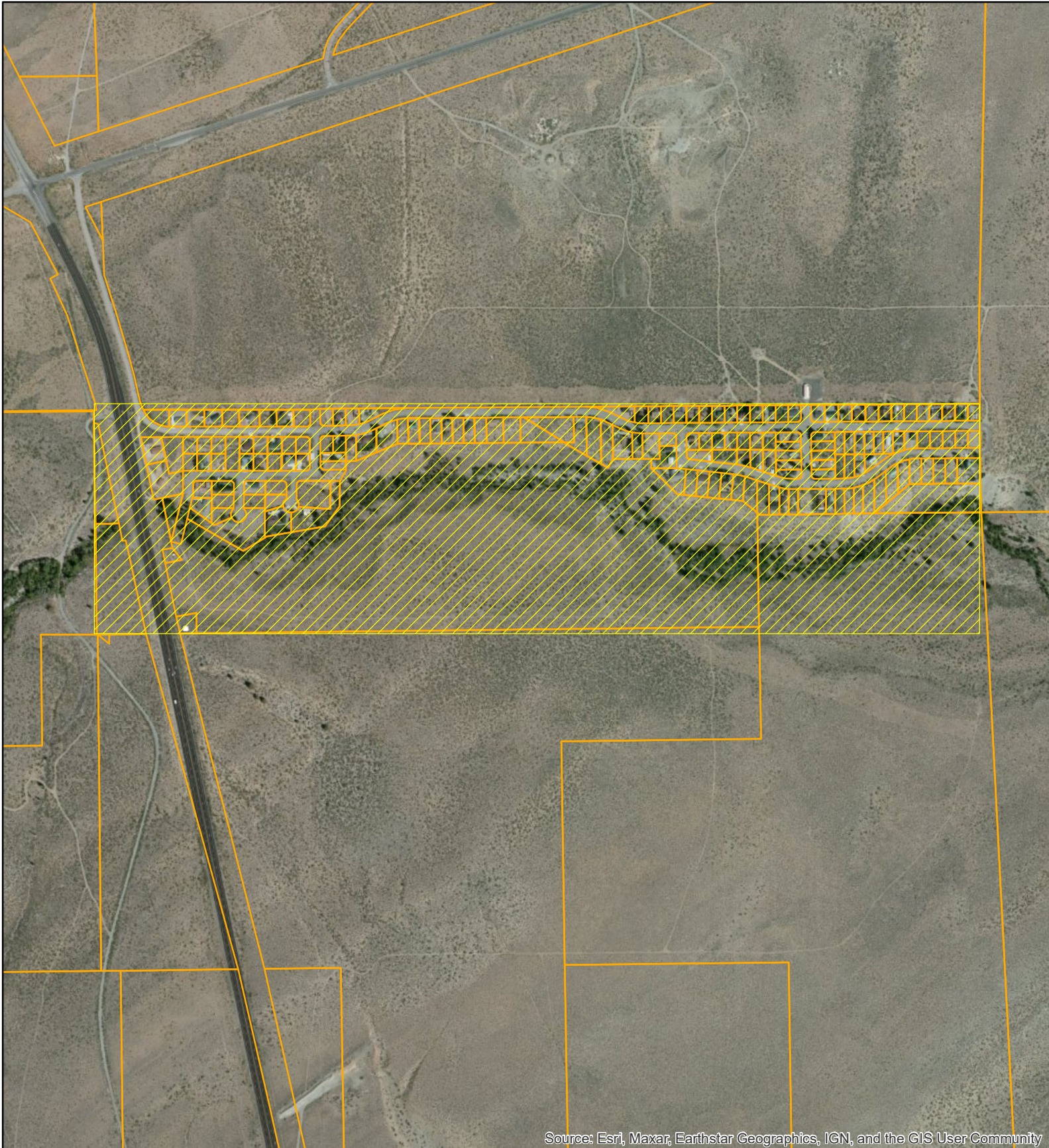
**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Clerk of the Board

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

S1/2, S1/2, S1/2, SEC.7, & N1/2, N1/2, N1/2, SEC.18,  
T.2.N., R.26E, M.D.B.M.







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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments:** County Administrative Office

**TIME REQUIRED**

**SUBJECT** Bridge Contract for Municipal Resource Group LLC.

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed contract with Municipal Resource Group LLC. (MRG) pertaining to the provision of consulting support and project services.

**RECOMMENDED ACTION:**

Approve, and authorize Interim County Administrative Officer to sign, contract with MRG for the provision of consulting support and project services for the period December 1, 2022, through January 31, 2023 and a not-to-exceed amount of \$16,875.

**FISCAL IMPACT:**

The fiscal impact is \$16,875 funded from the General Fund.

**CONTACT NAME:** Mary Booher

**PHONE/EMAIL:** 760-932-5415 / mbooher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">MRG Bridge Contract</a>

**History**

Time	Who	Approval
7/5/2023 6:03 PM	County Counsel	Yes

7/6/2023 3:07 PM

Finance

Yes

7/6/2023 4:43 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

---

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Kevin Moss

Date: June 30, 2023

Re: Contract with Municipal Resource Group, LLC (“MRG”)

**Strategic Plan Focus Area(s) Met**

A Thriving Economy    Safe and Healthy Communities    Mandated Function  
 Sustainable Public Lands    Workforce & Operational Excellence

**Discussion**

The CAO’s office entered into a new contract with MRG, which provides administrative and HR consulting services, effective February 1, 2023 which superseded the prior agreement (as amended). However, certain invoices remained unpaid and exceeded the spending limit of the prior agreement. Now that the prior agreement is terminated, this interim agreement is needed to pay for work done December 1, 2022 through January 31, 2023.

The fiscal impact is \$16,875.00.

If you have any questions regarding this item, please call or email me.

**AGREEMENT BETWEEN COUNTY OF MONO  
AND MUNICIPAL RESOURCE GROUP LLC  
FOR THE PROVISION OF CONSULTING SUPPORT AND PROJECT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for consulting support and project services of MUNICIPAL RESOURCE GROUP, LLC (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

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

**2. TERM**

The term of this Agreement shall be from December 1, 2022, to January 31, 2023, unless sooner terminated as provided below.

### 3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$16,875.00 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

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

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

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

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

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

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

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

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

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

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

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

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

## 8. INSURANCE

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such 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. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

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

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense



costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 9. 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.

## **10. DEFENSE AND INDEMNIFICATION**

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

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 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.

## **11. 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.

## **12. 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.

## **13. 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 shall not apply.

#### **14. ASSIGNMENT**

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

#### **15. DEFAULT**

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

#### **16. 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 22.

#### **17. CONFIDENTIALITY**

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

#### **18. 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.

#### **19. 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.

**20. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. 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 22.

**22. AMENDMENT**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change 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.

**23. NOTICE**

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

County of Mono:  
County Administrative Office  
PO Box 696  
Bridgeport, California 93517  
cao@mono.ca.gov

Contractor:  
Municipal Resource Group, LLC  
ATTN: Mary Egan  
PO Box 561  
Wilton, California 95693

**24. COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signatures,

including but not limited to DocuSign or similar service, shall be deemed to be as valid and as enforceable as an original.

**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 WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER .**

**COUNTY OF MONO**

**CONTRACTOR**

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

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

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

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

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

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

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND MUNICIPAL RESOURCE GROUP, LLC  
FOR THE PROVISION OF CONSULTING SUPPORT AND PROJECT SERVICES**

**TERM:**

**FROM: December 1, 2022      TO: January 31, 2023**

**SCOPE OF WORK:**

MRG will provide the following services as discussed with Mono County. The following services are assigned to Robert Bendorf. MRG estimates 30 hours at \$250 per hour for the following tasks:

- Position Allocation Report Development and associated HR policies
- Form development for CAO contract review of department submittals
- Comprehensive Fee Study report review and implementation alternatives
- Additional services as requested and approved via email with County within the confines of the agreement total

The following services are assigned to Patty Francisco and other MRG consultants. MRG estimates 25-45 hours per month at \$225 per hour, one on-site visit in February/March and one on-site visit between April and June. Time and frequency of visits from July through December shall be determined and agreed upon by the parties. Work may include:

- Recruitment and Selection
- Human Resources Technology Review
- Classification Analysis
- Discipline and Retention
- Other HR services as requested

The following services are assigned to James Gandley. MRG estimates 16 hours per month at \$200 per hour on a time schedule to be agreed upon by the parties. Work will include the following:

- Organizational transition and reengineering
- Policy and Procedure review and standardization
- On-site individual and group coaching, mentoring and training sessions
- Other transitional services as requested

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND MUNICIPAL RESOURCE GROUP, LLC  
FOR THE PROVISION OF CONSULTING SUPPORT AND PROJECT SERVICES**

**TERM:**

**FROM: December 1, 2022      TO: January 31, 2023**

**SCHEDULE OF FEES:**

The contract limit for services through January 31, 2023 is \$16,875.00. Expenses include but are not limited to travel expenses, mileage (at current IRS rates), printing, postage, parking, and tolls. Hotel stays and meals will be billed at 100% cost.

Additional work not contemplated in this Schedule of Fees will be billed at the stated hourly rates on the included rate sheet and will begin only after agreed upon between the County and MRG.

**Project Fees (December 1, 2022 through December 31, 2022)**

<i>Effective January 1, 2023</i>	<i>Rate</i>
Human Resources Professional Services	\$225
Principal Consultant Professional Services	\$250
Investigative Services	\$295
Technical Support (MRG Staff)	\$95
Mileage, Travel, Printing and Postage, etc.	At cost

**Project Fees (January 1, 2023 through January 31, 2023)**

<i>Effective January 1, 2023</i>	<i>Rate</i>
Human Resources Professional Services	\$225
Organizational Assessment/Change Management (James Gandley)	\$200
Coaching, Professional Development	\$250
Principal Consultant Professional Services	\$300
Custom Virtual Interactive Training	quoted
Investigative Services	\$325
Testimony, Expert Witness	\$395
Technical Support (MRG Staff)	\$95
Mileage, Travel, Printing and Postage, etc.	At cost

See Attachment B1, incorporated herein by this reference (optional).



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: County Administrative Office**

**TIME REQUIRED**

**SUBJECT** Loan Agreement with Bridgeport  
Public Utilities District

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed loan agreement with Bridgeport Public Utilities District (BPUD) to cover system repairs pending reimbursement from state and federal emergency response sources.

**RECOMMENDED ACTION:**

Approve, and authorize the Interim County Administrative Officer to sign, loan agreement with Bridgeport Public Utilities District for \$1 million to be reimbursed by BPUD upon receipt of state and federal emergency response funds.

**FISCAL IMPACT:**

Encumbers \$1 million of resources in the Local Project Fund (#194) until the loan is repaid. The General Fund previously provided the \$1 million, which was transferred to the Local Project Fund in FY 2022-23.

**CONTACT NAME:** Mary Booher

**PHONE/EMAIL:** 760-932-5415 / mbooher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">BPUD Loan staff report</a>
<input type="checkbox"/> <a href="#">BPUD Loan agreement</a>

**History**

Time	Who	Approval
6/30/2023 1:59 PM	County Counsel	Yes



7/6/2023 3:10 PM

Finance

Yes

7/6/2023 4:44 PM

County Administrative Office

Yes



July 11, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Interim County Administrative Officer

RE: BPUD Loan Staff Report

**BOARD OF SUPERVISORS**

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

**COUNTY DEPARTMENTS**

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

**Strategic Plan Focus Areas Met**

A Thriving Economy     Safe and Healthy Communities

Sustainable Public Lands     Workforce & Operational Excellence

On April 20, 2023 the County received a request from the Bridgeport Public Utilities District (BPUD) for assistance with cash flow. BPUD incurred significant failures to their sewer system, as a result of the winter storms. On May 2, the Board approved \$2.5 million in fund balance to be set aside, and delegated authority to the Interim County Administrative Officer to execute loan agreements of up to \$1 million/district, based on guidelines presented in the staff report.

BPUD has requested the funding but has requested terms that were not specifically addressed in the May 2 staff report. Specifically, the terms approved by the Board require full repayment within 60 days of final reimbursement from Federal Emergency Management Agency (FEMA) or the California Office of Emergency Services (CalOES), or interest begins to accrue. Staff presented a loan agreement, based on prior loans made by the Board, which established a 5 year payback for any remaining balance. BPUD is concerned that if significant costs are disallowed by FEMA or CalOES, that this may result in a significant burden on the district.

Staff recommends that Board approve the attached loan agreement with BPUD, which gives BPUD the option of requesting a re-negotiation of loan terms if needed.

# LOAN AGREEMENT

Acknowledgement of Debt.

## **1. Parties**

This Loan Agreement is made between:

Bridgeport Public Utilities District, PO Box 473, Bridgeport, CA 93517 ("Borrower")

And

County of Mono, PO Box 495, Bridgeport, CA 93517 ("Lender"), together known as the "Parties".

## **2. Date of Agreement:**

This Agreement is effective June 15, 2023.

## **3. Period of Loan:**

This loan shall endure for a period of 5 years, unless extended in writing.

## **3. Loan Amount:**

The Borrower promises to pay to the Lender \$1,000,000.00 and Interest as well as other charges outlined below.

## **4. Interest:**

The loan is due and payable within 60 days of the Borrower receiving reimbursement from CalOES or FEMA, but in no event later than 5 years from the effective date, unless extended in writing.

If the Borrower receives less reimbursement than the 93.75% expected from CalOES or FEMA, the Borrower can request to meet and re-negotiate repayment terms.

If the balance is not paid within 60 days of reimbursement or 5 years from the effective date, interest shall accrue at the fixed rate of 3.0 percent (%) per annum.

## **7. Default:**

If Borrower has not paid the full amount of the loan when the final payment is due, the Lender will charge Borrower interest on the unpaid balance at 18 percent (%) per year, calculated up to the date of payment.

## **8. Insolvency:**

The full balance of the capital and interest shall become payable immediately if the Borrower becomes Insolvent.

## **9. Severance.**

Any provision of this Loan Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable will be read down where possible so as to be valid and enforceable, or, if that is not possible, will be severed from this Agreement to the extent of its invalidity of unenforceability, without affecting the remaining provisions, which will remain binding on the Parties.

## **10. Dispute Resolution.**

Where any dispute arises among the Parties as to the performance or interpretation of this Agreement, the Parties will resolve the dispute in the following manner:

1. First, the Party raising the dispute must notify immediately the other Party of the dispute, providing a reasonable amount of information about the nature of the dispute.
2. Second, the Parties will meet as soon as possible, in person or by video conferencing, and attempt to resolve the dispute by discussion.

3. Third, if such negotiation fails, the Parties will refer the dispute to a mutually acceptable mediator, as soon as possible, to be resolved in accordance with an accepted code of mediation practice, and if they are unable to agree on a mediator then a relevant officer of the Institute of Mediators and Arbitrators Australia or a similar body must be requested to select a mediator for the Parties.
4. Fourth, except for urgent injunctions, only after steps (1) to (3) have been followed may a Party resort to litigation.

**12. Entire Agreement:**

The parties confirm that this Agreement contains the full terms of their agreement and that no addition to or variation of the Agreement shall be of any force and effect unless made in writing and signed by both parties.

**Execution**

Executed by both Parties on \_\_\_\_\_

\_\_\_\_\_  
County of Mono Treasury Pool (Lender)

Bridgeport Public Utility District (Borrower)

BY: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Name/Title

Name/Title



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments:** County Counsel and Clerk of the Board

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Updated Conflict of Interest Code for  
Mono County

**AGENDA DESCRIPTION:**

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

Proposed resolution adopting an updated Conflict of Interest Code for the County of Mono to add positions established since the adoption of the prior Code.

**RECOMMENDED ACTION:**

Adopt proposed resolution adopting an updated Conflict of Interest Code for the County of Mono.

**FISCAL IMPACT:**

None.

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Resolution Adopting Conflict of Interest Code</a>
<a href="#">Redline COI</a>

**History**

Time	Who	Approval
6/27/2023 11:14 AM	County Counsel	Yes
7/6/2023 2:46 PM	Finance	Yes

7/6/2023 4:45 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher Beck

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

---

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: July 11, 2023

Re: Consent agenda item ---- Updated Conflict-of-interest Code

**Strategic Plan Focus Area(s) Met**

A Thriving Economy     Safe and Healthy Communities     Mandated Function  
 Sustainable Public Lands     Workforce & Operational Excellence

**Discussion**

All local government agencies in California are required by state law to adopt a conflict-of-interest code and to review such code every two years to determine if it requires updating. Reasons updating might be required generally include the establishment (or elimination) of positions within the agency which have decision making authority or participate in the making of decisions that could have a material financial impact on financial interests in the County.

Mono County's conflict-of-interest code requires updating to reflect several new positions added to the County allocation list in the previous year. These are: Director of Emergency Management, Chief People Officer, Budget Officer and Sustainable Recreation Coordinator. In addition, the Wheeler Crest Design Review Committee, which maintains design review authority over private development projects within the Wheeler Crest region, has been added to the County's conflict-of-interest code because decisions made by that body have the potential to impact financial interests.

The result of a position being listed in an agency's conflict-of-interest code is that the incumbent filling the position must file a Statement of Economic Interests (Form 700) with the County, or with the Fair Political Practices Commission directly, depending on the position. These Statements are filed upon assuming the listed- position, annually thereafter and upon leaving the position.

If you have any questions on this matter prior to your meeting, please call me at 924-1704 or email me at [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov).



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AMENDING THE CONFLICT OF INTEREST  
CODE FOR THE COUNTY OF MONO**

**WHEREAS**, pursuant to Government Code Section 87306.5, the Mono County Board of Supervisors has reviewed the County’s Conflict of Interest Code and finds that revisions are necessary; and

**WHEREAS**, the most expedient way to accomplish the necessary revisions is to adopt a new Conflict of Interest Code.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that: the Conflict of Interest Code is hereby amended in its entirety to read as set forth in the Exhibit attached hereto and incorporated herein by this reference.

**PASSED, APPROVED and ADOPTED** this 11<sup>th</sup> day of July, 2023, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Rhonda Duggan, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

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



1 **EXHIBIT**

2 **CONFLICT OF INTEREST CODE**  
3 **OF MONO COUNTY**

4 SECTION 1: Conflict-of-Interest Code — Adopted

5 The Political Reform Act of 1974, Government Code sections 81000 *et seq.* (as  
6 amended), requires state and local government agencies to adopt and promulgate conflict-of-  
7 interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code  
8 Regs. Section 18730, that contains the terms of a standard conflict-of-interest code. This standard  
9 code can be adopted by reference and may be amended by the Fair Political Practices  
10 Commission after public notice and hearings to conform to amendments of the Political Reform  
11 Act.

12 The terms of 2 Cal. Code Regs section 18730 and any amendments to it duly adopted by  
13 the Fair Political Practices Commission are hereby incorporated by reference and, along with the  
14 attached Appendix A in which officials and employees are designated and Appendix B in which  
15 disclosure categories are set forth, constitute the conflict-of-interest code of Mono County, which  
16 is considered the “agency” within the purview of this code. The conflict-of-interest code of  
17 Mono County so adopted supersedes any conflict-of-interest code of Mono County previously in  
18 effect.

19 SECTION 2: Statements of Economic Interest: Filing Officer

20 Designated employees shall file Statements of Economic Interest with the Mono County  
21 Clerk-Recorder, who shall be and perform the duties of the Filing Officer for the County.  
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2 **EXHIBIT**

3 **CONFLICT OF INTEREST CODE**  
4 **OF MONO COUNTY**

5 **APPENDIX A**

6 LIST OF DESIGNATED EMPLOYEES

7 JOB TITLE DISCLOSURE CATEGORY

8  
9 Boards and Commissions:

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Member, Assessment Appeals Board	1
Member, Construction Appeals Board	1
Member, County Service Area Board	2,3,4
Member, Fish and Wildlife Commission	1
Member, Grand Jury	1
Member, Economic Development, Tourism & Film Commission	1
Member, Treasury Oversight Committee	1
Member, Wheeler Crest Design Review Committee	1

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19 The Management Group:

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Agricultural Commissioner	1
Animal Services Director	2
Assessor	1
Assistant Assessor	1
Assistant County Clerk-Recorder-Registrar	1
Assistant County Counsel	1
Assistant County Administrative Officer	1
Assistant Director of Finance	1
Assistant District Attorney	1
Associate Engineer I	2
Budget Officer	1
Building Official	1
Chief People Officer	2

1	Chief Probation Officer	1
2	Community Development Director	1
3	Consultant	1*
4	County Clerk-Recorder-Registrar	1
5	County Engineer	1
6	Deputy County Counsel (all levels)	1
7	Deputy District Attorney (all levels)	1
8	Director of Behavioral Health	1
9	Director of Economic Development	1
10	Director of Emergency Management	1
11	Director of Public Health	1
12	Director of Public Works, Road Operations and Fleet Services	1
13	Director of Social Services	1
14	District Attorney Chief Investigator	1
15	District Attorney Investigator	1
16	District Attorney Operations and Programming Supervisor	1
17	Economic Development Manager	1
18	Emergency Medical Services Chief	1
19	Environmental Health Manager	2
20	Housing Opportunities Manager	1
21	IT Director	1
22	Parks and Facilities Superintendent	2
23	Psychiatrist	3
24	Public Health Officer	2
25	Public Works Project Manager	2
26	Risk Manager	1
27	Road Operations Superintendent	2
28	Senior Engineer	1
29	Sheriff-Coroner	1
30	Solid Waste Superintendent	2
31	Undersheriff	1
32		

1 The following additional positions:

2		
3	Accountant (I-IV)	2
4	Administrative Services Specialist	2
5	Animal Control Officer	1
6	Appraiser (all levels)	1
7	Associate Engineer I	2
8	Associate Planner	2
9	Auditor-Appraiser (all levels)	1
10	Behavioral Health Case Manager (all levels)	2
11	Behavioral Health Clinical Supervisor	2
12	Behavioral Health Program Manager	2
13	Behavioral Health Services Coordinator (all levels)	2
14	Building Inspector	1
15	Business Operations Manager	2
16	Cadastral Mapper/Transfer Analyst	2
17	Code Enforcement Officer	1
18	Communications Director	1
19	Communications Manager	2
20	Community Development Analyst (all levels)	1
21	Community Health Outreach Specialist	2
22	Community Health Program Coordinator	2
23	Corrections Lieutenant	2
24	Deputy Chief Administrative Officer	1
25	Deputy Probation Officer (all levels)	2
26	Economic Development Coordinator	1
27	Eligibility Supervisor	1
28	Emergency Preparedness Manager	2
29	Environmental Health Specialist	2
30	Epidemiologist	2
31	Facilities Supervisor	2
32	Fiscal and Administrative Services Officer	2
	Fiscal and Technical Specialist (all levels)	1
	Fleet Services Superintendent	2
	Geographic Information Systems Manager	2

1	Geographic Information System Specialist	1
2	Health Program Manager/Public Health Nurse	2
3	Infrastructure Manager	2
4	Inventory and Purchasing Technician	2
5	IT Communications Manager	2
6	IT Communications Specialist	2
7	IT Specialist (all levels)	2
8	IT System Administrator	2
9	Lead Developer	2
10	Mental Health Services Act Coordinator	2
11	Parks and Facilities Supervisor	2
12	Planner (all levels)	1
13	Probation Aide II	1
14	Probation Assistant	1
15	Psychiatric Nurse Practitioner	2
16	Public Works Maintenance Supervisor	2
17	Senior Deputy Board Clerk	2
18	Sheriff Lieutenant	1
19	Sheriff Public Information Officer	1
20	Sheriff Records Manager	2
21	Sheriff Sergeant	2
22	Social Services Program Manager	2
23	Social Services Staff Services Analyst	2
24	Social Services Staff Services Manager	2
25	Social Worker Supervisor	1
26	Solid Waste Supervisor	1
27	Supervising Integrated Caseworker	2
28	Sustainable Recreation Coordinator	2
29	Tobacco Control Program Coordinator	2
30	WIC Program Director/Registered Dietician	2

31 \*The County Administrative Officer may determine in writing that a particular consultant,  
32 although a “designated employee,” is hired to perform a range of duties that are limited in scope  
and thus is not required to fully comply with disclosure requirements described in this Exhibit.

1 Such written determination shall include a description of the consultant's duties and, based upon  
2 that description, a statement of the extent of disclosure requirements. The CAO's determination  
3 is a public record and shall be retained for public inspection in the same manner and location as  
the conflict-of-interest code.

4 **NOTE:** The following elected and appointed positions are not designated within this Code  
5 because individuals occupying such positions (and candidates for such positions) must file  
6 disclosure statements pursuant to Government Code section 87200, *et seq.*:

- 7 • County Administrative Officer
- 8 • County Counsel
- 9 • Director of Finance
- 10 • District Attorney
- 11 • Members of the Board of Supervisors
- 12 • Members of the Planning Commission
- 13 • Treasurer/Tax Collector
- 14 • Veteran's Service Officer

1 **APPENDIX B**

2 LIST OF DISCLOSURE CATEGORIES

3 DISCLOSURE CATEGORIES

- 4
- 5 1. All reportable investments, business positions, income and interest in real
- 6 property.
- 7 2. Reportable investments in, business positions in, and income from entities
- 8 providing supplies, services, or equipment of the type used by the designated
- 9 employee's department, board, commission, or office.
- 10 3. Reportable investments, business positions in, and income from sources located in
- 11 or doing business in the territorial jurisdiction of the designated employee's board
- 12 or commission.
- 13 4. Reportable interests in real property located within the territorial jurisdiction of
- 14 the designated employee's board or commission.
- 15 5. All reportable investments and business positions in business entities which, in
- 16 the previous two years, have done business in Mono County or with any other
- 17 government agency whose affairs may be subject to grand jury scrutiny (e.g., the
- 18 Town of Mammoth Lakes or a special district within the County).
- 19 6. All reportable income from sources which, in the previous two years, have done
- 20 business with Mono County or with any other government agency whose affairs
- 21 may be subject to grand jury scrutiny (e.g., the Town of Mammoth Lakes or a
- 22 special district within the County).
- 23 7. All reportable interests in real property.
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1 **EXHIBIT**

2 **CONFLICT OF INTEREST CODE**  
3 **OF MONO COUNTY**

4 SECTION 1: Conflict-of-Interest Code — Adopted

5 The Political Reform Act of 1974, Government Code sections 81000 *et seq.* (as  
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7 interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code  
8 Regs. Section 18730, that contains the terms of a standard conflict-of-interest code. This standard  
9 code can be adopted by reference and may be amended by the Fair Political Practices  
Commission after public notice and hearings to conform to amendments of the Political Reform  
Act.

10 The terms of 2 Cal. Code Regs section 18730 and any amendments to it duly adopted by  
11 the Fair Political Practices Commission are hereby incorporated by reference and, along with the  
12 attached Appendix A in which officials and employees are designated and Appendix B in which  
13 disclosure categories are set forth, constitute the conflict-of-interest code of Mono County, which  
14 is considered the “agency” within the purview of this code. The conflict-of-interest code of  
Mono County so adopted supersedes any conflict-of-interest code of Mono County previously in  
effect.

15 SECTION 2: Statements of Economic Interest: Filing Officer

16 Designated employees shall file Statements of Economic Interest with the Mono County  
17 Clerk-Recorder, who shall be and perform the duties of the Filing Officer for the County.



**REDLINE EXHIBIT**

**CONFLICT OF INTEREST CODE  
OF MONO COUNTY**

**APPENDIX A**

**LIST OF DESIGNATED EMPLOYEES**

<u>JOB TITLE</u>	<u>DISCLOSURE CATEGORY</u>
<u>Boards and Commissions:</u>	
Member, Assessment Appeals Board	1
Member, Construction Appeals Board	1
Member, County Service Area Board	2,3,4
Member, Fish and Wildlife Commission	1
Member, Grand Jury	1
Member, Economic Development, Tourism & Film Commission	1
Member, Treasury Oversight Committee	1
<u>Member, Wheeler Crest Design Review Committee</u>	<u>1</u>
<u>The Management Group:</u>	
Agricultural Commissioner	1
Animal Services Director	2
Assessor	1
Assistant Assessor	1
Assistant County Clerk-Recorder-Registrar	1
Assistant County Counsel	1
Assistant County Administrative Officer	1
Assistant Director of Finance	1
Assistant District Attorney	1
Associate Engineer I	2
<u>Budget Officer</u>	<u>1</u>
Building Official	1
<u>Chief People Officer</u>	<u>2</u>

1	Chief Probation Officer	1
2	Community Development Director	1
3	Consultant	1*
4	County Clerk-Recorder-Registrar	1
5	County Engineer	1
6	Deputy County Counsel (all levels)	1
7	Deputy District Attorney (all levels)	1
8	Director of Behavioral Health	1
9	Director of Economic Development	1
10	<u>Director of Emergency Management</u>	<u>1</u>
11	Director of Public Health	1
12	Director of Public Works, Road Operations and Fleet Services	1
13	Director of Social Services	1
14	District Attorney Chief Investigator	1
15	District Attorney Investigator	1
16	District Attorney Operations and Programming Supervisor	1
17	Economic Development Manager	1
18	Emergency Medical Services Chief	1
19	Environmental Health Manager	2
20	<u>Housing Coordinator</u>	<u>1</u>
21	<u>Housing Opportunities Manager</u>	<u>1</u>
22	<u>Human Resources Director</u>	<u>2</u>
23	IT Director	1
24	Parks and Facilities Superintendent	2
25	Psychiatrist	3
26	Public Health Officer	2
27	Public Works Project Manager	2
28	Risk Manager	1
29	Road Operations Superintendent	2
30	Senior Engineer	1
31	Sheriff-Coroner	1
32	Solid Waste Superintendent	2
	Undersheriff	1

1 The following additional positions:

2		
3	Accountant (I-IV)	2
4	Administrative Services Specialist	2
5	Animal Control Officer	1
6	Appraiser (all levels)	1
7	Associate Engineer I	2
8	Associate Planner	2
9	Auditor-Appraiser (all levels)	1
10	Behavioral Health Case Manager (all levels)	2
11	Behavioral Health Clinical Supervisor	2
12	Behavioral Health Program Manager	2
13	Behavioral Health Services Coordinator (all levels)	2
14	Building Inspector	1
15	Business Operations Manager	2
16	Cadastral Mapper/Transfer Analyst	2
17	Code Enforcement Officer	1
18	Communications Director	1
19	Communications Manager	2
20	Community Development Analyst (all levels)	1
21	Community Health Outreach Specialist	2
22	Community Health Program Coordinator	2
23	Corrections Lieutenant	2
24	Deputy Chief Administrative Officer	1
25	Deputy Probation Officer (all levels)	2
26	Economic Development Coordinator	1
27	<del>Economic Development Manager</del>	<del>1</del>
28	Eligibility Supervisor	1
29	Emergency Preparedness Manager	2
30	Environmental Health Specialist	2
31	Epidemiologist	2
32	Facilities Supervisor	2
	Fiscal and Administrative Services Officer	2
	Fiscal and Technical Specialist (all levels)	1
	Fleet Services Superintendent	2

1	Geographic Information Systems Manager	2
2	Geographic Information System Specialist	1
3	Health Program Manager/Public Health Nurse	2
4	Infrastructure Manager	2
5	Inventory and Purchasing Technician	2
6	IT Communications Manager	2
7	IT Communications Specialist	2
8	IT Specialist (all levels)	2
9	IT System Administrator	2
10	Lead Developer	<u>2</u>
11	Mental Health Services Act Coordinator	2
12	Parks and Facilities Supervisor	2
13	Planner (all levels)	1
14	Probation Aide II	1
15	Probation Assistant	1
16	Psychiatric Nurse Practitioner	2
17	Public Works Maintenance Supervisor	2
18	Senior Deputy Board Clerk	2
19	Sheriff Lieutenant	1
20	Sheriff Public Information Officer	1
21	Sheriff Records Manager	2
22	Sheriff Sergeant	2
23	Social Services Program Manager	2
24	Social Services Staff Services Analyst	2
25	Social Services Staff Services Manager	2
26	Social Worker Supervisor	1
27	Solid Waste Supervisor	1
28	Supervising Integrated Caseworker	2
29	<u>Sustainable Recreation Coordinator</u>	<u>2</u>
30	Tobacco Control Program Coordinator	2
31	WIC Program Director/Registered Dietician	2
32		

1 \*The County Administrative Officer may determine in writing that a particular consultant,  
2 although a “designated employee,” is hired to perform a range of duties that are limited in scope  
3 and thus is not required to fully comply with disclosure requirements described in this Exhibit.  
4 Such written determination shall include a description of the consultant’s duties and, based upon  
5 that description, a statement of the extent of disclosure requirements. The CAO’s determination  
6 is a public record and shall be retained for public inspection in the same manner and location as  
7 the conflict-of-interest code.

8 **NOTE:** The following elected and appointed positions are not designated within this Code  
9 because individuals occupying such positions (and candidates for such positions) must file  
10 disclosure statements pursuant to Government Code section 87200, *et seq.*:  
11

- 12 • County Administrative Officer
  - 13 • County Counsel
  - 14 • Director of Finance
  - 15 • District Attorney
  - 16 • Members of the Board of Supervisors
  - 17 • Members of the Planning Commission
  - 18 • Treasurer/Tax Collector
  - 19 • Veteran’s Service Officer
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1  
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3 **APPENDIX B**

4 LIST OF DISCLOSURE CATEGORIES

5 DISCLOSURE CATEGORIES

- 6
- 7 1. All reportable investments, business positions, income and interest in real  
8 property.
- 9 2. Reportable investments in, business positions in, and income from entities  
10 providing supplies, services, or equipment of the type used by the designated  
11 employee's department, board, commission, or office.
- 12 3. Reportable investments, business positions in, and income from sources located in  
13 or doing business in the territorial jurisdiction of the designated employee's board  
14 or commission.
- 15 4. Reportable interests in real property located within the territorial  
16 ~~jurisdiction~~ jurisdiction of the designated employee's board or commission.
- 17 5. All reportable investments and business positions in business entities which, in  
18 the previous two years, have done business in Mono County or with any other  
19 government agency whose affairs may be subject to grand jury scrutiny (e.g., the  
20 Town of Mammoth Lakes or a special district within the County).
- 21 6. All reportable income from sources which, in the previous two years, have done  
22 business with Mono County or with any other government agency whose affairs  
23 may be subject to grand jury scrutiny (e.g., the Town of Mammoth Lakes or a  
24 special district within the County).
- 25 7. All reportable interests in real property.
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**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Amendment to Agreement with Echo Consulting Services of California, Inc.

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### **AGENDA DESCRIPTION:**

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

Proposed contract amendment with Echo Consulting Services of California, Inc. pertaining to the addition of Child Adolescent Needs and Strengths (CANS50) reporting and data conversion services.

---

### **RECOMMENDED ACTION:**

Approve, and authorize Interim County Administrative Officer to sign, contract amendment with Echo Consulting Services of California, Inc. for the provision CANS50 reporting and data conversion services for the period September 1, 2022 through August 31, 2023, and a not-to-exceed amount of \$94,163.

---

### **FISCAL IMPACT:**

The \$19,000 in services added to the contract will be paid with a blend of Realignment and Mental Health Services Act (MHSA) funds. The \$10,000 for data conversion services will be paid for with Mental Health Services Act funding and the \$9,000 for CANS50 reporting will be paid for with Mental Health Realignment funds.

---

**CONTACT NAME:** Jessica Workman

**PHONE/EMAIL:** 760-924-1742 / jworkman@mono.ca.gov

---

### **SEND COPIES TO:**

jworkman@mono.ca.gov

---

### **MINUTE ORDER REQUESTED:**

YES  NO

---

### **ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report Echo Contract Amendment</a>
<input type="checkbox"/> <a href="#">ECHO Amendment Agreement</a>
<input type="checkbox"/> <a href="#">Amended Exhibits A &amp; B (2023)</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/21/2023 5:27 PM	County Counsel	Yes
6/26/2023 4:48 PM	Finance	Yes
6/27/2023 10:01 AM	County Administrative Office	Yes





**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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**COUNTY OF MONO**

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**P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741**

**TO:** Mono County Board of Supervisors

**FROM:** Robin Roberts, Mono County Behavioral Health Director

**DATE:** June 6, 2023

**SUBJECT:**

Contract Amendment for Echo Consulting Services of California, Inc. for the Provision of Child Adolescent Needs and Strengths (CANS 50) Reporting and Data Conversion Services

**DISCUSSION:**

Echo Consulting Services of California, Inc. is the current electronic health record software provider for Mono County Behavioral Health (MCBH). Echo was commissioned by the California User Group, which includes MCBH to build out CANS 50 reporting as required by the Department of Health Care Services. Data conversion is needed to move forward with the new electronic health record.

**FISCAL IMPACT:**

The services added to the contract will be paid for with a blend of Realignment and MHSA funds. The \$10,000 for data conversion services will be paid for with Mental Health Services Act funding and the \$9,000 for CANS 50 reporting will be paid for with Mental Health Realignment funds.

**SUBMITTED BY:**

Jessica Workman, Staff Services Manager, 760-924-1742

**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT BETWEEN THE COUNTY OF MONO AND  
ECHO CONSULTING SERVICES OF CALIFORNIA, INC. FOR THE PROVISION OF  
SOFTWARE SUPPORT, MAINTENANCE, AND HOSTING SERVICES**

This Agreement and First Amendment is entered into June 1, 2023 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and ECHO CONSULTING SERVICES OF CALIFORNIA, INC. of California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about August 31, 2022 and pertaining to Contractor's provision of software support, maintenance, and hosting services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

**WHEREAS**, the parties entered into the Contract for the purpose of Contractor providing software support, maintenance, and hosting services; and

**WHEREAS**, subsequently, Contractor and County determined that it would be beneficial to both parties for Contractor to provide the following additional services: Child and Adolescent Needs and Strengths assessment tool and services related to pulling client records to the County; and

**WHEREAS**, accordingly, there is a need to amend Exhibit A (Scope of Service) and Exhibit B (Fee and Payment Schedule) to provide for such additional services;

**NOW, THEREFORE**, the parties agree as follows:

1. That the table in Section A.3 of Exhibit A (Scope of Service) is hereby amended in the form attached hereto, in order to provide for CANS50 Reporting in the amount of \$9,000 and Data Conversion in the amount of \$10,000 as Submissions;
2. That Section B of Exhibit B (Fees & Payment Schedule) is hereby amended in the form attached hereto, in order to increase the Capped Annual Total amount from \$75,163.00 to \$94,163.00.
3. All other provisions of the Contract not modified herein shall remain in full force and effect.

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

**COUNTY OF MONO:**

**CONTRACTOR:**

\_\_\_\_\_  
Mary Booher, County  
Administrative Officer

\_\_\_\_\_  
*Kelley Blair*  
Kelley Blair (Jun 7, 2023 18:29 CDT)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jun 7, 2023

\_\_\_\_\_  
Date

Approved as to Form:

*EmH*

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

EXHIBIT A  
SCOPE OF SERVICE

**Name of Contractor:** Echo Consulting Services of California, Inc.

**Address:** PO Box 2150  
15 Washington Street  
Conway, NH 03818

**Telephone:** (603) 447-8600

**Fax:** (603) 447-8680

**A. SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR'S duties include the following:

**1. DEFINITIONS**

Capitalized terms used in this Exhibit will have the meanings given below or according to the context in which the term is used, as the case may be.

- A. **"Affiliate"** of a party means any other entity that directly or indirectly controls, or is under common control with, or is controlled by, the party. As used in this definition, **"control"** means actual or equitable ownership of a majority of the voting shares (or other securities, partnership interests or means of ownership, as the case may be) of an entity.
- B. **"Contract Documents"** mean this Master Information System Agreement and any other agreements relating to this Agreement entered into between County and Echo pertaining to information systems services, installation, training, maintenance, customization, conversion services or software licensing; and all exhibits, schedules and attachments to the foregoing.
- C. **"License"** means the license granted by Echo to County pursuant to Section 2.C of this Agreement.
- D. **"Product Documentation"** means any then-current manuals, technical materials or on-line help made available to County by Echo under any Contract Document.
- E. **"Services"** means the software development, implementation, training, maintenance, consulting and other professional services provided by Echo pursuant to this Agreement or any of the other Contract Documents.
- F. **"Software"** means Echo's software products accessible to County under any Contract Document and includes proprietary databases, automated forms, source and/or object code and executable code versions thereof, as well as any associated intellectual property rights.
- G. **"Specifications"** means a mutually agreed upon document that describes with particularity the functions to be performed by the Software.

**2. ECHO RESPONSIBILITIES**

Echo will provide the following Services (if and to the extent specified in an exhibit hereto) on the terms and conditions of this Agreement:

- A. **Quality of Services.** Echo warrants, for the sole benefit of the County, for a period of ninety (90) days commencing when the Services are performed (the **"Warranty Period"**), that the Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If County believes there has been a breach of this warranty, it must notify Echo in writing prior to the expiration of the Warranty Period stating, in reasonable detail the nature of the alleged breach. Without admitting or denying whether the Services have breached the warranties of this Section 2.A, Echo may, at its election, re-perform the affected Services or refund the amounts paid by Agency to Echo on account of such Services; and the parties agree and acknowledge that the foregoing shall represent County's exclusive remedy under this Section 2A.

EXHIBIT A  
SCOPE OF SERVICE

- B. **Support Services.** Echo will provide County with remote support services (“**Support Services**”) for the Software and the accompanying Product Documentation listed in Exhibit A.1 (if any), on the terms and conditions of this Agreement.
- C. **Grant of License.** Echo grants to County a nonexclusive, nontransferable perpetual license from date of purchase, to use the Software and accompanying Product Documentation listed in Exhibit A.2, on the terms and conditions of this Agreement.
- (1) **Warranty of Fitness.** Echo warrants, for the sole benefit of the County, that the Software will perform as indicated in the Product Documentation, provided that County performs its covenants and agreements and meets its representations and warranties as provided herein and in the other Contract Documents. Among other things, the County shall install the Software in a manner consistent with applicable specifications, shall follow training instructions with respect to the operation of the Software, and shall observe the operating, security, and data control procedures set forth in the Product Documentation and/or addressed in training and implementation services.
- (2) **Limitations.** County may not transfer, sub-license, share, resell or lease the Software to any third party or otherwise use the Software as part of a commercial timesharing or service bureau operation or in any other resale capacity. County may use the Product Documentation solely in support of the Software.
- (3) **Number of Users.** County is limited to providing the Software only to the number of concurrent users set forth on Exhibit A.2. County may copy or reproduce the Software for internal back-up and archiving purposes only and County may copy or reproduce the Product Documentation for internal use by County personnel only.
- (4) **Title.** This Agreement does not convey to County title or ownership of the Software or the Product Documentation, but only a right of limited use in accordance with this Agreement. All terms and conditions of this Agreement are material terms of the license granted by this Agreement.
- D. **HIPAA Obligations.** In connection with entering into this Agreement, the parties will enter into the Business Associate Addendum attached as Exhibit D.

Each such exhibit which is completed and identified to this Agreement shall be deemed incorporated into and shall form a part of this Agreement from and after the date thereof and shall be subject to the general terms and conditions of this Agreement.

**3. COUNTY RESPONSIBILITIES**

- A. **Fees.** County agrees to pay Echo and/or authorizes Echo to charge against any applicable retainer the following fees on the terms and conditions set forth in this Agreement.
- (1) **Support Fees.** The fees for support services as set forth in Exhibit A.1 (if any). Fees may not increase annually more than 5% per year for a base plus 4 annual renewal dates through 2025.
- (2) **License Fees.** The fees for the License as set forth in Exhibit A.2 (if any).
- (3) **Fees for Additional Work.** Except as noted in Exhibits A.1 & A.2, as applicable, additional fees for services as requested in writing by County, unless otherwise specifically agreed, will be payable by County to Echo on a time and materials basis at Echo’s published rates in effect at the time the services are provided, currently \$225.00 per hour.
- B. **Submission Fees.** The fees for Software submissions and related configuration and testing as set forth in Exhibit A.3 (if any).
- C. **Reimbursable Expenses.** County agrees to pay the travel and other expenses in accordance with Echo’s standard policy as set forth on Exhibit A.4 (the “Reimbursable Expenses”). All Reimbursable Expenses will be invoiced to County on a monthly basis and are due and payable by County in accordance with the payment terms set forth in this Agreement.
- D. **Invoices.** Echo will submit invoices to County on a regular basis, identifying the fees and Reimbursable Expenses in connection with the services provided by Echo and identifying the specific services provided by Echo to which the fees apply. If applicable, Echo will account in such invoices for charges against County’s retainer (if any) during such period. [For any services performed on a time and materials basis, the invoice will also state the total number of hours worked by billable labor category.]
- E. **Terms of Payment.** Echo invoices are due and payable in full within thirty (30) days from the date of the invoice. All fees and Reimbursable Expenses shall be paid in United States Dollars, by check sent to Echo at the address first specified above or by wire transfer of funds to an account designated in writing by Echo.
- F. **Interest Due Upon Late Payment.** Invoiced payments not received within thirty (30) days of invoice date shall be deemed late. Echo may add to any late payments an interest charge of one and one-half percent (1 ½ %) per month compounded

EXHIBIT A  
SCOPE OF SERVICE

monthly, or the maximum rate allowed by law if less; this interest will begin to accrue on the thirty-first (31<sup>st</sup>) day after the invoice's due date and will accumulate on the outstanding balance until paid in full.

- G. Payments Late By More Than Ninety (90) Days.** In the event that invoiced payments are not received within ninety (90) days of invoice date, County will, upon receipt in writing of Echo's request to do so, destroy or delete all copies of the Software and Product Documentation. In any such event, Echo shall be entitled, at its election by written notice to County, to declare County in material breach of this Agreement. Notwithstanding the foregoing, County will remain liable and responsible for all payments due under the Contract Documents; including without limitation all accrued fees and Reimbursable Expenses.
- H. Services Manager.** County will designate one or more "Services Manager(s)" who will be authorized to give or obtain all information, decisions and approvals of County for Echo's Services. Echo will propose a minimum of two staff members to serve as Echo's Services Manager(s) for this project.

**4. ADDITIONAL COUNTY RESPONSIBILITIES**

- A. Approvals and Information.** County will respond promptly to any Echo request to provide information, approvals, decisions or authorizations that are reasonably necessary for Echo to perform the Services in accordance with the Contract Documents. Echo's request may also describe the course of action Echo intends to follow if it does not receive a timely response from County, which may include suspension of the affected Services. Echo will have the right to review County's use of the Software for the purpose of verifying the number of concurrent users of the same.
- B. Responsibility for Use and Verification.** County is solely responsible for the results of using the Software, hardware, equipment, Services, and other deliverables under the Contract Documents in its business operations. County is also solely responsible for testing and independent verification of such results prior to using them in its business.
- C. County's Failure to Provide Timely Response.** If action or inaction by County prevents or delays Echo from performing the Services, Echo shall be entitled to an equitable adjustment in the schedule for performance and any compensation payable for performance of the Services, including any fees and Reimbursable Expenses. In such event, the parties will mutually agree upon an amendment to this Agreement or any exhibit hereto documenting the adjustments.

**5. PROPRIETARY RIGHTS**

- A.** County acknowledges that the Software and its Product Documentation constitute valuable trade secrets of Echo, and County agrees not to reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software or extract or use any ideas, algorithms or procedures from the Software or Product Documentation for any reason. Except with respect to the license granted under this Agreement, Echo will own all intellectual property rights, title and interest in and to all work products developed by it under the Contract Documents. Notwithstanding the foregoing, Echo shall have no ownership interest in "Protected Health Information," as that term is defined in the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996; such Protected Health Information shall be governed by the provisions of the HIPAA Business Associate Addendum attached as Exhibit D.
- B. Possession of Source Code**
  - 1) Source code and technical documentation for the product listed in Exhibit A.2 ('Source Code') will be delivered to County within thirty (30) days of the receipt of a written request under the following conditions:
    - a) Declaration of bankruptcy by Echo
    - b) Echo ceases support of the product listed in Exhibit A.2.
  - 2) Echo grants County the nonexclusive, nontransferable right to use a copy of the Source Code on the terms in this section and in this agreement.
  - 3) County may use, modify and reproduce the Source Code only for the purpose of maintaining County's internal Software installation, and not for any other purpose. Without limiting the foregoing, County shall not secure the Source Code to modify or maintain the Software or any other software program for any other entity, or to create new software programs or functions.
  - 4) County shall maintain the secrecy of the Source Code and shall not disclose it to anyone outside the County. However, the County may allow a third party access to the Source Code for the purpose of maintaining County's internal Software installation, as long as the third party signs an agreement protecting the confidentiality of the Source Code.
  - 5) Such use of the Source Code would be limited to the licensing rights of the County as governed in this Agreement.

EXHIBIT A  
SCOPE OF SERVICE

**6. LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY**

- A. Warranty of Fitness.** Echo warrants the fitness of the Software for the purposes set forth in Section 2.C(1) above; however, Echo makes no other warranties of fitness. Echo makes no warranty of any kind regarding third party software, hardware or equipment and is under no obligation to County with respect to the same.
- B. Quality of Services.** Echo warrants, for the sole benefit of the County, for a period of ninety (90) days commencing when the Services are performed (the "**Warranty Period**"), that the Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If County believes there has been a breach of this warranty, it must notify Echo in writing prior to the expiration of the Warranty Period stating, in reasonable detail the nature of the alleged breach. Without admitting or denying whether the Services have breached the warranties of this Section 6.B, Echo may, at its election, re-perform the affected Services or refund the amounts paid by County to Echo on account of such Services; and the parties agree and acknowledge that the foregoing shall represent County's exclusive remedy under this Section 6.B.
- C. Nonconformity and Correction.** County agrees to notify Echo in writing within 120 days of delivery of the Software of any Nonconformity affecting such Software, describing in reasonable detail such Nonconformity. As used in this Agreement, "**Nonconformity**" means a reproducible condition in the Software that prevents the Software from performing the functions described in the Product Documentation and the Specifications such that the Software does not operate or cannot be used in a production environment. If County delivers to Echo a timely notice of Nonconformity and Echo determines that the items specified in the notice are in fact Nonconformities, Echo will modify the Software to remove the Nonconformity and will provide the modifications to County for testing. Echo's modifications will be made at no additional charge if the Software is being provided at a fixed price. If the Software is being provided on a time and materials basis, Echo's modifications will be made on a time and materials basis unless otherwise agreed in writing. Upon receipt of corrected Software from Echo, County will have a reasonable additional period of time, not to exceed ten (10) business days, to review the corrected Software to confirm that the identified and agreed-upon Nonconformities have been corrected. In the event that any Nonconformity persists through three (3) correction cycles as described herein, then Echo shall refund to County all amounts paid by County with respect to such Software and any affected Services, which shall constitute County's sole remedy in connection with such Nonconformity.
- D. Noninfringement.** Echo warrants that any original works of authorship provided by Echo pursuant to this Agreement, including their use by County in unaltered form, will not, to Echo's knowledge, infringe any third-party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America. If a third-party brings an action against County making allegations that, if true, would constitute a breach of this warranty, then Echo will, at its own expense, defend, indemnify and hold County harmless in such proceeding, and Echo will pay all reasonable settlements, costs, damages and legal fees finally awarded.
- E. Disclaimer.** **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY. ECHO MAKES NO WARRANTY OR REPRESENTATION THAT THE USE OF THE SOFTWARE AND/OR PRODUCT DOCUMENTATION WILL ENSURE THE COUNTY'S COMPLIANCE WITH ANY LAWS OR REGULATIONS, WHETHER CURRENT OR PROPOSED OR THAT MAY BECOME EFFECTIVE AT ANY FUTURE DATE.**

**7. GENERAL**

- a. **Integration.** The Contract Documents constitute the entire agreement between the parties relative to the licensing and use of the products listed in Exhibit A.2 and supersede all other prior or contemporaneous communications between the parties (whether written or oral) and all other communications relating to the subject matter of the Contract Documents. The Contract Documents may be modified or amended solely in a writing signed by both parties. The parties agree that any pre-printed terms contained in County's purchase orders, acknowledgments, shipping instructions, or other forms or in Echo's invoices, that are inconsistent with, or different from, the terms of the Contract Documents will be void and of no effect even if signed by the party against which their enforcement is sought.
- b. **No Waiver.** No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy; and no waiver will be effective unless it is in writing and signed by the waiving party.
- c. **Travel Expense Reimbursement.** All services provided at the customer site exclude travel costs. Such travel costs are billed separately. Please review the contents of the Scope of Service agreement as well as Exhibit A.4 (Expense Reimbursement Policy) for additional information relating to these charges.

EXHIBIT A  
SCOPE OF SERVICE

EXHIBIT A.1

**SOFTWARE SUPPORT AND MAINTENANCE**

**i. Support Services**

1. ECHO shall provide telephone support for the ECHO products as listed in Exhibit A.2 of this Exhibit. Telephone support services will include assistance related to routine questions regarding use of the products, assistance in identifying and verifying the causes or suspected errors or malfunctions in the products, advice on detours for identified errors or malfunctions, where reasonably available, and advice on the best means for correcting operator error. Telephone support does not include Implementation or Training services or the development of new programs by COUNTY. ECHO will make a good faith effort to respond to COUNTY requests for telephone support between the hours of Monday through Friday, and 8:30 a.m. to 5:30 p.m. Pacific Time, within two hours, except for ECHO holidays.
2. **Telephone support specifically excludes any questions arising from:**
  - a. Modifications to software by persons other than ECHO personnel
  - b. Products not listed in Section Exhibit A.2
  - c. Correction of operator error
  - d. COUNTY operating system, telecommunications and/or hardware products
  - e. Third party product issues that do not result from utilization of the third-party product within ECHO applications.
3. In the event that the resolution of a support case involves Echo's correction of a County data error, Echo will provide written documentation of the error identified and the script or other method used to correct the data. No data will be adjusted without the prior written consent of authorized County personnel.
4. The COUNTY agrees to assume responsibility for installation and maintenance of an Internet connection with a reliable connection speed as identified by ECHO to enable access to your hardware configuration for purposes of remote support. An email address is also required for the purpose of upgrades and updates.
5. ECHO reserves the right to refuse requests for support made by customers without a current agreement or with a receivable balance due to Echo in excess of thirty (30) days overdue.
6. **Priorities and Escalation** Echo prioritizes its support requests and responds to those requests in the following fashion:
  - a. A Priority 1 issue begins when the one of the following occur as a result of an Echo system failure to perform in accordance with its Software Documentation:
    - i. County formally reports that the County's system is down and inaccessible to all or a majority of County personnel. This may take the format of an email or other written communication.
    - ii. County is unable to produce bills or create charges, or
    - iii. County is unable to post payments
  - b. These issues will receive immediate attention from support department management and the County's business analyst during the hours specified in paragraph 1 listed above. Both will coordinate a plan of action as soon as practicable and will provide regular updates to County personnel on the status and resolution of the issue. The Chief Operations Officer and / or the Director of Development will be notified if the issue is not resolved within four hours.
  - c. All other support issues are identified as Priority 2 issues. Each support case under this category is assigned to a Support Department Specialist and if the specialist is unable to provide an immediate resolution to the issue, they will involve other support, quality assurance and development personnel as required.

**ii. Software Updates**

1. ECHO will provide the COUNTY with updated, enhanced versions of all ECHO products described in Exhibit A.2. The interval of updates and new features of updates will be at ECHO'S sole discretion but will include consideration of all COUNTY requests. Funding source or COUNTY specific enhancements will be done only at standard ECHO rates, as will the cost of incorporating enhancements into funding source or COUNTY specific software.
2. Shipment of updates, corrections, or other software by ECHO will be by lowest cost carrier. Request by the COUNTY for faster shipment will result in all shipping costs being borne by the COUNTY.

**EXHIBIT A  
SCOPE OF SERVICE**

**iii. Hosting Services**

1. **ECHO Responsibilities** – Echo will maintain application, database, and communications servers adequate for AGENCY to operate the software defined in Exhibit A.2. Hosting will include:
  - a. Installation of all application software defined in Exhibit A.2
  - b. Installation of all operating system and communications software necessary on the server to operate the software and number of users defined in Exhibit A.2
  - c. Creation of the initial database necessary for the operation of the application software
  - d. Maintenance of the application database, including indexes, stored procedures and triggers
  - e. TCP/IP communications linkages accessible to AGENCY via the Internet
  - f. Adequate data storage capacity for application software operation
  - g. Network Monitoring
  - h. A full database back-up will be executed nightly, without interruption of system operation. In addition, at least four (4) times during each ECHO workday, a complete transaction log back-up will be made. Verification of successfully completed backup processes is included
  - i. Monitoring of key system metrics including: Threshold based monitoring of CPU utilization, file systems space utilization, and memory utilization
  - j. Network/firewall monitoring
  - k. Server Redundancy: In order to maximize system availability, server redundancy will be maintained, including web server and application server, as well as industry standard RAID data storage configuration. In addition, Internet connectivity will have multiple broadband or faster connections.
  - l. Security / Encryption: ECHO will utilize industry standard digital certificates that provide a minimum of 128-bit encryption through Secure Socket Layer (SSL) technology to manage server-based security of AGENCY data and data communications.
  - m. Updates and System Maintenance
  - n. Database and operating system software will be installed and maintained in operating order
  - o. ECHO will provide updated versions of application, database and operating system software at intervals determined by ECHO
  - p. ECHO will establish maintenance timeframe windows with AGENCY for required updates and general system maintenance that will limit access to the system.

**2. Agency Responsibilities  
System Support**

1. Agency shall provide all of the local equipment and operating systems necessary for operation of the products.
2. Agency shall install and pay the cost of the high-speed communication interface with the Internet with which the products will operate
3. From time to time, Echo may need the assistance of the Agency in diagnosing a support issue. The Agency will assist Echo in performing diagnostic activities in connection with a request for services under this Agreement.

**iv. Term**

1. ShareCare support and maintenance services become effective September 1, 2022. Echo shall provide support and maintenance services in one-year terms per the terms of this Agreement. County may extend the term by mutual modification to the Agreement after each one-year term.

**v. Reimbursement**

1. The COUNTY will reimburse ECHO the support rate in effect as of the support renewal date. Invoicing for such support occurs approximately 60 days prior to its due date, and payment will be due according to the terms established in this agreement.
2. The support rate is calculated based upon the number of concurrent Echo software licenses as listed in Exhibit A.2. The rate effective September 1, 2022 is as follows:

<b>Echo Software</b>	<b>Number of Concurrent Users</b>	<b>Annual Support &amp; Hosting Cost</b>
ShareCare	12	\$64,163.00



EXHIBIT A  
SCOPE OF SERVICE

**EXHIBIT A.2 LICENSE**

County acknowledges previous purchase and/or annual licensing costs of the following Echo software and third party software products:

Software Product	Number of Concurrent Users	Total Software License Cost
ShareCare License	12	Previously Purchased
Dr. First Rcopia ePrescribing License	1 full-time prescriber (named)	\$1,000 annually

**Payment Terms.** License fees as listed above are due as third party license is renewed or replaced throughout the term of this Agreement.

**EXHIBIT A.3 SOFTWARE CUSTOMIZATION**

**Submissions**

The following submissions for the software products listed in Exhibit A.2. have been selected by the County and included in this Exhibit A.3.

State	Submission Name	Submission Cost
California	Standard 837, MediCal Claim	No Charge
California	Standard 837, Medicare and Insurance	No Charge
California	Standard 835 Electronic Remittance	No Charge
California	CSI Data Reporting: including DIG and MHSA required data	No Charge
California	State Mandate Changes	NTE \$10,000.00 per year
California	CANS50 Reporting	NTE \$9,000.00 per year
California	Data Conversion	NTE \$10,000.00 per year

Any changes to these submissions required by the State of California and any costs incurred as a result of those changes to the submissions will be shared among all California ShareCare customers. Echo agrees to work with other California ShareCare users to create a ShareCare California Users Group and agrees to attend meetings with this group on a bimonthly basis at no additional cost to the County. Costs for future software development or program changes necessitated by State mandates shall be distributed between ECHO California ShareCare clients as mutually agreed upon by ShareCare User Group and ECHO. County agrees to participate in the ShareCare User Group and attend meetings once established by a memorandum of understanding between the Counties using ShareCare.

**EXHIBIT A.4 TRAVEL EXPENSE REIMBURSEMENT**

**Policy**

ECHO will make every effort to split travel-related expenses among as many clients as possible and to minimize overall costs. Under no circumstances will the total expenses billed exceed actual expenses incurred. ECHO will attempt to charge expenses proportionate to those incurred by each client. All such allocations will be at ECHO's discretion within these general guidelines.

**Procedure**

*Common Carrier Expenses.* Expenses such as plane, train, taxi, bus, rental car, etc. will be reimbursed based on actual expenditure. Plane, train, and rental car expenses must be supported through receipts. Taxi expense may include gratuity. ECHO will attempt to schedule lowest possible cost transportation, but such scheduling will be based on ECHO's other scheduling requirements and experience with

EXHIBIT A  
SCOPE OF SERVICE

various carriers. First class or business class will not be reimbursed by ECHO or billed to clients without prior client approval. Final authority for scheduling is ECHO's.

ECHO may utilize reimbursed travel to visit other non-paying clients or for other purposes. The client will not pay any costs over and above those, which would have been incurred, solely for the client.

*Meals.* Meals will be charged on a per diem basis in accordance with IRS per diem rates. Normally, this will be set at \$47.00 per day. Under no circumstances will meals purchased for client staff be billed back to the client.

*Rooms.* We permit clients to specify our staff accommodations. Our only requirements are that rooms should be quiet, clean contain telephones and TV, and be as accessible as possible to the work site. When more than one ECHO staff person is traveling, we require separate accommodations. The client will be billed for actual expenditures based on hotel receipts.

*Mileage.* Clients will be billed at \$.55 per mile from ECHO's offices, including travel to and from airports. Tolls and parking will be charged in addition.

*Staff Time Charges.* Clients will be billed for actual ECHO staff time utilized in a given day. Days that are used solely for travel will not be billed to the client for ECHO staff time. Staff time used for client-related work on those days will be billed only for time actually used. Days on which service is provided which include travel time, will be billed for the combined time, up to eight hours. For example, our staff person leaves home at 6:00A.M. for a 10:00A.M. session in Philadelphia. He/she leaves at 3:00P.M. for home. An eight hour day will be charged to the client. All travel related expenses will be charged even on days in which staff time is not.

*Multi-Client Expense Allocation.* ECHO will make every effort to split travel-related expenses among as many clients as possible. Under no circumstances will the total expenses billed exceed actual expenses incurred. ECHO will attempt to charge expenses proportionate to those incurred by each client. All such allocations will be at ECHO's discretion.

**EXHIBIT B  
FEE AND PAYMENT SCHEDULE**

**B. PAYMENTS**

COUNTY shall pay CONTRACTOR as follows:

7. **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR annually for software support, maintenance, hosting and third-party license fees. In no event shall total annual compensation paid to CONTRACTOR under this agreement exceed 5% of the previous year's fees without a modification to this Agreement approved by the County of Mono and ECHO. Actual annual support fee increases, if any, will be determined each year at the time of renewal and issued on the invoice due for the next fiscal year. Capped annual increases are as follows:

Year	ShareCare (12 users) Software Support, Maintenance and Hosting	Dr. First Rcopia with EPCS Gold ePrescribing annual License fee (1 named full-time user)	Contingency Funds (For California Mandates, Emergency Services as ordered by County)	Capped Annual Total
Sept 1, 2022 – Aug 31, 2023	\$64,163.00	\$1,000.00	NTE \$10,000.00	NTE \$94,163.00

CONTRACTOR shall submit requests for payment at least 60 days prior to annual renewal date for software support, maintenance, hosting and third-party license fees.

8. **ADDITIONAL SERVICES FEE.** COUNTY shall pay CONTRACTOR a contract fee on a time and materials basis not to exceed Echo's published service rates in effect at the time the services are provided (including customizations, training, conversions, consulting, etc.) as requested and approved under separate proposal by the COUNTY. The current Echo published service rate for CA is \$225.00 per hour, but total annual payments cannot exceed \$75,688 without further County approval. CONTRACTOR shall submit requests for payment after completion of additional services or no later than the tenth (10th) day of the month following provision of services.

**Please see additional detail of fees at Exhibit A.**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2023

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Agreement between Eastern  
California Water Association and  
Mono County

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed contract with Eastern California Water Association pertaining to administration of a California Department of Water Resources (DWR) grant agreement to develop a Tri-Valley and Fish Slough Management Area Groundwater Model.

### RECOMMENDED ACTION:

Approve, and authorize Chair to sign, contract with Eastern California Water Association for administration of a DWR grant agreement to develop a Tri-Valley and Fish Slough Management Area Groundwater Model for the period through June 30, 2025 and a not-to-exceed amount of \$229,000.

### FISCAL IMPACT:

The total cost of the project is \$251,000. Of this amount, the DWR grant will provide \$229,000. The remaining \$22,000 is the County's match for grant administration and other costs provided by the County's General Fund, which will be included in the County Administrative Office recommended Budget for FY 2023-24.

**CONTACT NAME:** Brent Calloway

**PHONE/EMAIL:** 760-924-1805 / bcalloway@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

[ECWA Mono County Agreement](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/30/2023 2:34 PM	County Counsel	Yes
6/26/2023 4:58 PM	Finance	Yes
7/3/2023 9:03 AM	County Administrative Office	Yes

# Mono County Community Development Department

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
[commdev@mono.ca.gov](mailto: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)

July 11, 2023

**To:** Mono County Board of Supervisors

**From:** Brent Calloway, Principal Planner

**Re:** Agreement between Eastern California Water Association and Mono County

## BACKGROUND

The Eastern California Water Association (ECWA) was previously known as the Integrated Regional Water Management (IRWM) program. At the February 8, 2022, Board meeting, staff was directed to pursue funding to support development of a groundwater model and/or for related data collection and analysis of activities in the Tri-Valley/Fish Slough area through the IRWM program, or other sources. Per that direction, this staff report requests the Board approve an agreement with ECWA for grant funding to develop a groundwater model in the Tri-Valley area (Attachment 1).

## DISCUSSION

On behalf of Mono County and in cooperation with the Tri-Valley Groundwater Management District and eight additional Eastern Sierra organizations, ECWA applied for and was awarded a \$2,762,261 grant funded by the California Department of Water Resources (DWR) Water Quality, Supply, and Infrastructure Improvement Act of 2014 (DWR agreement available upon request). Mono County is being awarded \$229,000 of ECWA's grant for the Tri-Valley and Fish Slough Management Area Groundwater Model Development and Isotope Study. This study will further scientific knowledge of groundwater in the Tri-Valley and Fish Slough regions of Mono County.

Mono County committed to a matching contribution of up to \$22,000 for grant administration services, preconstruction documents, and implementation, which may include staff time and/or contract services. Preliminary conversations have been held with the Inyo County Water Department to serve as the grant administrator and project manager. The County's \$22,000 match will be included in the CAO Recommended Budget for FY 23-24. Ultimately, the Tri-Valley Groundwater Management District is responsible for completion of the grant.

Please contact Brent Calloway (760-924-1805 or [bcalloway@mono.ca.gov](mailto:bcalloway@mono.ca.gov)) with any questions. This staff report has been reviewed by the Community Development Director.

## ATTACHMENTS:

1. Agreement between Eastern California Water Association and Mono County

## **AGREEMENT BETWEEN EASTERN CALIFORNIA WATER ASSOCIATION AND MONO COUNTY**

This Agreement (hereinafter "Agreement") entered into on [DATE] between the Eastern California Water Association, a California public benefit corporation (hereinafter referred to as "ECWA") and Mono County in the County of Mono, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Project Sponsor", (hereinafter collectively referred to as "Parties") which Parties do hereby agree as follows:

### **Section 1. Recitals**

- A. The California Department of Water Resources (hereinafter "DWR") has provided grant funds from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1).
- B. DWR has provided grant funds under Grant Agreement No. 4600014980 (hereinafter "DWR Grant Agreement") to ECWA in the amount of \$2,762,261. A copy of the Grant Agreement is attached hereto as Exhibit A and is incorporated by reference herein as fully set forth. The Grant Agreement includes Payment Terms, Standard Conditions, Requirements and Formats for Reports, and Requirements for Data Submittal.
- C. A portion of the overall grant amount, \$229,000, will be used to manage and implement the Tri-Valley and Fish Slough Management Area Groundwater Model Development and Isotope Study (hereinafter "Project(s)"), as more fully described in the Work Plan, which is attached hereto as Exhibit B and incorporated by reference herein as fully set forth.
- D. This agreement begins on the day the agreement is executed by ECWA and will end on the date final payment is made to Mono County.
- E. The Schedule for the Project is attached hereto as Exhibit C, and the Budget for the Project is attached hereto as Exhibit D.
- F. The DWR Grant Agreement requires that ECWA administer the funds and partner with the Project Sponsor to administer and implement the Project(s).
- G. The Project Sponsor has the necessary capabilities and resources to implement the Project(s) as required by the terms of the DWR Grant Agreement.
- H. The Inyo-Mono Regional Water Management Group ("IMRWMG") has adopted an IRWM Plan for Inyo-Mono IRWM region.

- I. ECWA and the Project Sponsor wish to document the terms and conditions of the duties associated with these grant funds.
- J. In reliance upon the recitals set forth above, and in consideration of the mutual promises herein exchanged, ECWA and the Project Sponsor agree as set forth below.

## **Section 2. ECWA Obligations**

### **ECWA Agrees:**

- A. To administer the DWR Grant Agreement consistent with the terms of the DWR Grant Agreement.
- B. To efficiently coordinate the following implementation projects funded under the Grant Agreement:
  - Project 1 – Oak Creek Watershed Restoration Project
  - Project 2 – Tri-Valley and Fish Slough Management Area Groundwater Model Development and Isotope Study
  - Project 3- Mono City Well
  - Project 4 – Big Pine Wastewater Treatment Plant Aerator Efficiency
  - Project 5 – Aspendell Well & Control Building
  - Project 6 – Sunny Slopes Emergency Generator
  - Project 7 – Aspendell Backup Generator
  - Project 8 – Laws, Independence, and Lone Pine Meter Replacement
  - Project 9 – June Lake Electric Transfer Stations
- C. To act as primary contact and liaison for DWR.
- D. To process the Project Sponsor’s reimbursement requests in accordance with the DWR Grant Agreement requirements and the amounts set forth in the Work Plan outlined in Exhibit B, Schedule outlined in Exhibit C and Budget outlined in Exhibit D.
- E. To oversee the progress of the projects in accordance with the DWR Grant Agreement requirements.
- F. To comply with all applicable federal, state, and local laws in administering the grant funds, specifically including those set forth in the DWR Grant Agreement.
- G. To coordinate project activities with the Project Sponsor and to provide the Project Sponsor with copies of all documentation concerning the Project that is required to satisfy the grant requirements.
- H. To provide administrative services for the Project, review all work performed, and coordinate invoicing procedures and scheduling.



- I. To work with the Project Sponsor to ensure all deadlines and milestones for submittal of information to DWR are met.
- J. To provide administrative services, including the review and processing of reports and invoices provided by the Project Sponsor for DWR review and payment.
- K. To provide DWR the following: (1) quarterly progress reports, (2) quarterly invoices, (3) advanced payment reports, (4) a project completion report, (5) a grant completion report, and (6) required post-performance reporting. All templates for invoicing and quarterly reporting received from DWR will be transmitted to the Project Sponsor.
- L. To report annually to the IMRWGMG and on a frequency agreeable to the Group's Administrative Committee. ECWA will serve as a liaison between the Project Sponsors and the IMRWGMG. The liaison services will include coordinating project presentations to IMRWGMG at regular IMRWGMG meetings; attending Administrative Committee meetings to ensure communication between the fiscal agent and Project Sponsors; and providing consultation with the Project Sponsors. Consultation with Project Sponsors may consist of answering general questions and regular communications.
- M. To promptly submit payments to the Project Sponsor once such payments are received from DWR to ECWA.
- N. To submit a Final Report to DWR after preparation by the Project Sponsor in consultation with ECWA.
- O. To coordinate the design and purchase of a Project sign as required by DWR. ECWA will coordinate the installation of signs with each Project. The purchase and actual installation of each sign shall be the responsibility of the Project Sponsor.
- P. To provide public relations on behalf of the Project Sponsors and the IMRWGMG and will communicate with and provide updates to local media outlets regarding the project and outcomes, coordinate public and media site visits, and provide updates regarding project progress and outcomes to governing boards and other interested parties.

### **Section 3. Project Sponsor Obligations**

#### **The Project Sponsor Agrees:**

- A. To cooperate with ECWA as reasonably required to carry out the purposes of this Agreement and the DWR Grant Agreement.

- B. To complete all applicable Federal and State Environmental Documentation (if required) and obtain and continue in effect for the duration of this Agreement all required governmental licenses and permits required for completion of the Project.
- C. To implement necessary work items for the project as outlined in the Work Plan attached as Exhibit B.
- D. To provide ECWA with signed Compliance Certifications, attached as Exhibit E, by all of the Project Sponsor's Contractors, Subcontractors, Suppliers, and Providers of Services
- E. To provide quarterly reports, invoices, advanced payment reports (if applicable) and a grant completion report to ECWA according to a schedule set forth by ECWA for the above referenced services in accordance with the DWR Grant Agreement.
- F. To comply with all the applicable provisions of DWR Grant Agreement No. 4600014980 and the Exhibits thereto, when administrating the Project. The following is a non-exhaustive list of provisions to highlight from the DWR Grant Agreement:
- Activities to accomplish prior to commencing construction or implementation activities in Article 5.C.
  - Funds to be deposited into a non-interest-bearing account in Article 6.
  - Eligible project costs and the listed ineligible costs in Article 7C.
  - Repayment of disbursed State funding with interest if project defaults in Article 11.
  - Requirements to notify DWR regarding publicity, archeological resources, litigation and inspections in Article 18.
  - Installation of signage described in Article D.2.
  - Competitive bidding and procurement in Article D.11.
  - Drug-free workplace compliance in Article D.16.
  - Final certification from registered professional in Article D.18.
  - Right to inspect work being performed in Articles D.25 and D.33.
  - Labor code compliance in Article D.26.
  - Furnishing a performance bond prior to construction in Article D.30.
  - Retention of 10% of funds in Article D.36.
- G. To furnish to ECWA contracts and contacts for any successor, if appropriate, and two additional points of contact who will be responsible for assuring that the duties applicable to the Project Sponsor outlined in Exhibits A to D are carried out.
- H. To acknowledge that no final payments will be made to Project Sponsors until the Final Grant Completion Report for the whole grant is accepted by DWR.

## Section 4. Mutual Obligations

### It is Mutually Agreed:

- A. ECWA and the Project Sponsor intend to fulfill their obligations stated in this Agreement, but ECWA and the Project Sponsor shall be required to fulfill this Agreement only if or to the extent that the grant funds are actually provided to ECWA by the State of California under the Grant Agreement. In the event such grant funds are not provided, or cease to be provided, this Agreement shall automatically terminate.
- B. Project Sponsor may invoice ECWA for costs associated with performing the Work Plan incurred from **November 23, 2022**.
- ~~C.~~ ECWA may invoice DWR for costs associated in performing tasks under the DWR Grant Agreement and this Agreement. In no case shall ECWA 's compensation for services rendered for such services exceed a total of \$251,114.
- D. ECWA and the Project Sponsor shall mutually hold harmless, indemnify and defend each other and their officers, agents and employees from every expense, liability, or payment by reason of injury (including death) to person or property suffered through any act or omission, including passive negligence or act of negligence, or both directly or indirectly arising from this Agreement. This provision shall not be deemed to require either party to indemnify the other against liability or damage arising from the sole negligence or willful misconduct of the other, its agents, officers or employees.
- E. This Agreement contains all of the agreements and warranties of the Parties with respect to any matter covered or mentioned in this Agreement. No prior agreements, arrangements or understandings pertaining to such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by each party or each party's successor in interest.
- F. Any provision of this Agreement which proves to be invalid, or illegal, shall in no way affect, impair or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect.
- G. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the effective date of this Agreement.
- H. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- I. The Parties will retain or caused to be retained for access by State for audit, examinations, excerpts, and transcripts all financial and programmatic records, supporting documents, statistical records, or other records which are required to be

maintained under the terms of the DWR Grant Agreement for a period of three (3) years after the final disbursement of funds from this Agreement.

J. The term of this Agreement shall be from the date signed by the Parties and terminates when all of the Parties obligations under this Agreement and under the DWR Grant Agreement are fully satisfied.

ECWA:  
Eastern California Water Association  
824 Burcham Flat Rd.  
Coleville, CA  
Phone: 775-461-6550  
E-mail: [easterncaliforniawater@gmail.com](mailto:easterncaliforniawater@gmail.com)

Project Sponsor:  
Mono County  
PO BOX 347  
Mammoth Lakes, CA 93546  
760-924-1805  
mdraper@mono.ca.gov

Agreement with PROJECT SPONSOR underlines the following:

Project Sponsor’s responsibility is to fulfill all Project Sponsor’s obligations inherent in the Grant on the basis of a not-to-exceed payment for services of \$229,000 to be provided by ECWA from DWR funds, when received. All requirements imposed by DWR on ECWA shall be incumbent on the Project Sponsors for their projects.

The not-to-exceed payment total for services is agreed to as sufficient to fulfill project-related requirements and obligations inherent in the grant. If it is not sufficient, it is understood no further payments will be made by ECWA to the Sponsor, but that the Sponsor’s obligation to complete this contract with ECWA/DWR must still be fulfilled.

Until the project is fully accepted as completed by DWR, there will be a 10% withholding from monies invoiced as required by DWR. Release of the withheld monies will not be made if the grant is not completed to DWR’s satisfaction.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

ECWA

Project Sponsor

\_\_\_\_\_  
Signature  
Printed Name/Title:  
Date:

\_\_\_\_\_  
Signature  
Printed Name/Title:  
Date:

**EXHIBIT A**  
**GRANT AGREEMENT BETWEEN CALIFORNIA DEPARTMENT OF WATER RESOURCES AND**  
**EASTERN CALIFORNIA WATER ASSOCIATION**  
**(SEE SEPARATE ATTACHED DOCUMENT)**

**EXHIBIT B**  
**WORK PLAN**

**PROJECT 2: Tri-Valley and Fish Slough Management Area Groundwater Model Development and Isotope Study**

**IMPLEMENTING AGENCY:** Mono County

**PROJECT DESCRIPTION:** This project will develop a numerical MODFLOW groundwater model covering the Tri-Valley area, including the Fish Slough Area of Critical Environmental Concern, for the purpose of better understanding and quantifying the amount and the flow of groundwater in this area. The groundwater model would be calibrated to existing historical data and serve as a predictive tool to analyze future groundwater conditions and potential management. Additionally, this project will perform an isotope study to help determine key characteristics of the groundwater in the region, such as source and age. This project is intended to provide confidence in the state-of-science of the Tri-Valley/Fish Slough groundwater system and to provide a framework for analyzing future groundwater management options.

Mono County and the Tri-Valley Groundwater Management District (TVGMD) will both make use of the model and isotope study. TVGMD has applied to be a GSA within its statutory boundaries, and Mono County has applied to be the GSA for the other parts of the Tri-Valley basin that are not included within TVGMD's statutory boundaries. Thus, both decisionmakers will use the MODFLOW model to inform their decisions as Groundwater Sustainability Agencies. This model will help inform both agencies how, where, and when new wells should be constructed, whether water usage should be limited, and inform permitting decisions for new projects that may impact the overall health of the basin.

**Budget Category (a): Project Administration**

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via as Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement**

Task 3: Land Purchase

Not applicable.

**Deliverables:**

- N/A

**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**

Task 4: Feasibility Studies

Not applicable.

**Deliverables:**

- N/A

Task 5: CEQA Documentation

Not applicable.

**Deliverables:**

- N/A

Task 6: Permitting

Not applicable.

**Deliverables:**

- N/A

Task 7: Design

Not applicable.

**Deliverables:**

- N/A

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR’s review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation**

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

**Task 10: Construction Administration**

Not applicable.

**Deliverables:**

- DWR Certificate of Project Completion

**Task 11: Implementation**

The primary work of the project will be to convert the existing hydrogeologic conceptual model (HCM) into a numerical MODFLOW groundwater model. Once created, the model will be calibrated to existing data, and a sensitivity analysis will be conducted. Aspects of numerical simulation such as the mass-balance components, boundary conditions, and aquifer layers and properties will be compared to the HCM, and areas of discrepancy will receive additional evaluation. This Project shall require that the modeling team conducts a field visit at the beginning of the project to become acquainted with the area and to hear from key agency personnel. The modeling team will then review existing hydrogeologic studies and build upon recent advances in knowledge. Once the numerical groundwater flow model has been created and calibrated to historical data, the modeling team will develop and then analyze three predictive simulations to inform current and future groundwater management options. The same modeling team or a separate consultant will also contemporaneously complete an isotope study of the groundwater in the region. One of two isotope studies will be complete: stable or radioactive. The stable isotopes study is relatively cheaper and helps determine groundwater sources whereas the radioactive isotope study is relatively more expensive and helps determine age. Mono County will determine which study to use through discussions with TVGMD.

**Deliverables:**

- Minutes of meetings between modeling team and key personnel
- Description of modeling team's field visit(s)
- Report summarizing existing Hydrogeologic Conceptual Models (HCM)
- Photographic Documentation of Progress
- MODFLOW groundwater model
- Results of three predictive simulations based on MODFLOW groundwater model
- Results of isotope study



**EXHIBIT C**  
**BUDGET**

**PROJECT 2: Tri-Valley and Fish Slough Management Area Groundwater Model  
Development and Isotope Study**

Implementing Agency: Mono County

	<b>BUDGET CATEGORY</b>	<b>Grant Amount</b>	<b>Required Cost Share: Non-State Fund Source</b>	<b>Other Cost Share*</b>	<b>Total Cost</b>
(a)	Project Administration	\$0	\$0	\$17,000.00	\$17,000.00
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$1,000.00	\$1,000.00
(d)	Construction / Implementation	\$229,000.00	\$0	\$4,000.00	\$233,000.00
	<b>TOTAL COSTS</b>	\$229,000.00	\$0	\$22,000.00	\$251,000.00

**NOTES:**

Project received 100% Cost-share waiver.

\*Other Cost Share will come from Mono County's General Fund.

**EXHIBIT D  
SCHEDULE**

**PROJECT 2: Tri-Valley and Fish Slough Management Area Groundwater Model  
Development and Isotope Study**

	<b>BUDGET CATEGORY</b>	<b>Start Date</b>	<b>End Date</b>
a	Project Administration	11/22/2023	09/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	11/22/2022	05/31/2023
d	Construction / Implementation	06/01/2023	06/30/2025



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: Public Works - Solid Waste**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Solid Waste Parcel Fee Agreement  
with the Town of Mammoth Lakes

**AGENDA DESCRIPTION:**

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

Proposed Solid Waste Fee agreement with the Town of Mammoth Lakes pertaining to collection and distribution of solid waste fees within the Town of Mammoth Lakes.

**RECOMMENDED ACTION:**

Approve, and authorize Chair to sign, agreement with the Town of Mammoth Lakes for collection of solid waste fees within the Town of Mammoth Lakes by the County of Mono for the period July 1, 2023 through June 30, 2024.

**FISCAL IMPACT:**

The solid waste parcel fee collection program generates approximately \$800,000 in revenues annually. Of that, approximately \$450,000 is collected from parcels located within the Town of Mammoth Lakes. This agreement allows for 40% of the fees collected in the Town of Mammoth Lakes to be remitted to the Town, or approximately \$180,000.

**CONTACT NAME:** Justin Nalder

**PHONE/EMAIL:** 17609325453 / jnalder@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">R23-047</a>
<a href="#">SW Parcel Fee Agr TOML</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/28/2023 1:22 PM	County Counsel	Yes
6/26/2023 5:01 PM	Finance	Yes
6/30/2023 9:40 AM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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 11, 2023  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Justin Nalder, Solid Waste Superintendent  
**Subject:** Solid Waste Parcel Fee Program, FY23-24; Solid Waste Fee Agreement with the Town of Mammoth Lakes

## Discussion:

Consistent with applicable provisions of the Government Code, the Board of Supervisors has renewed the Solid Waste Fee to continue the County's assessment of fees on developed land within the unincorporated areas of Mono County (R23-047). By way of agreement with the Town Council, fees may also be assessed on lands within the Town of Mammoth Lakes.

Approval of the agreement (attached to this report as Exhibit 2) will authorize the continuation of the Solid Waste Fee program within the Town of Mammoth Lakes, for the Period of July 1, 2023 through June 30, 2024. There are no proposed changes to the fee schedule for FY 23-24.

The Solid Waste Fee Program (see Exhibit 1) is a continuation of the same fee that has been collected by Mono County since 1991, which is based on a \$60 Residential Equivalency Factor (REF). The Solid Waste Fees (as collected on the tax bill) are utilized to satisfy environmental monitoring requirements and closure, post-closure, and corrective action financial assurance requirements for the County's landfills. Remaining fees are used by the Solid Waste Enterprise Fund to offset expenses related to the countywide solid waste program such as recycling programs, HHW management, and operation of the County's disposal sites.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,

Justin Nalder  
Solid Waste Superintendent / Fleet Manager / Environmental Manager

**Attachments:** Exhibit 1 – Resolution R23-047 Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2023-2024  
Exhibit 2 - Solid Waste Fee Agreement with the Town of Mammoth Lakes for the Period of July 1, 2023 through June 30, 2024.



R23-047

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
EXTENDING AND RE-ESTABLISHING THE MONO COUNTY  
SOLID WASTE FEE PROGRAM FOR FISCAL YEAR 2023-2024**

**WHEREAS**, pursuant to Section 25830 of the Government Code, on or before the first day of July of each year, the Board of Supervisors may by resolution or ordinance establish a schedule of fees to be imposed upon lands within the County in order to pay for County waste disposal and related services; and

**WHEREAS**, in past years, Mono County has imposed and collected a schedule of fees consistent with the requirements of Section 25830 of the Government Code, against both unincorporated land in the County and, with the agreement and consent of the Town Council of the Town of Mammoth Lakes, against land in the Town of Mammoth Lakes; and

**WHEREAS**, the Board of Supervisors intends by this resolution to simply extend such existing fees and not to impose any new or increased fees that would be subject to Proposition 218.

**NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND FOUND** by the Mono County Board of Supervisors as follows:

**SECTION ONE:** The program and schedule of solid waste fees imposed by Resolution No. R22-49 is hereby re-established and extended, effective July 1, 2023, against land within the County of Mono, including land within the Town of Mammoth Lakes, pursuant to the SOLID WASTE FEE AGREEMENT WITH THE TOWN OF MAMMOTH LAKES.

**SECTION TWO:** Each parcel of land and each of the various waste-generating uses on each parcel in the County of Mono shall be identified.

**SECTION THREE:** The “residential equivalent” for determination of the fee on lands containing a single-family dwelling is hereby established as one (1.00). Each parcel or each waste-generating use on each parcel, or both (as identified herein), shall be accorded the appropriate “residential equivalent” on the basis of “Schedule A,” attached hereto and entitled “Solid Waste Generation Factors for Selected Land Uses.” “Schedule A” is incorporated herein

1 by this reference as if fully set forth and is made a part of the program established by this  
2 Resolution.

3 **SECTION FOUR:** Annual fees shall be charged to the identified lands or uses based  
4 on Sixty and NO/100 Dollars (\$60.00) for each “residential equivalent.”

5 **SECTION FIVE:** The Mono County “Solid Waste Fee Program” shall be administered  
6 and operated in accordance with the following policies:  
7

8 A. General Provisions.

- 9 (1) There shall be only one fee for each waste-generating use on a parcel of  
10 property. For example, if the landowner is assessed for all uses on his  
11 parcel, the individual waste generating persons or entities using that  
12 parcel shall not be assessed.  
13 (2) Unless the Public Works Director determines that it is fair and equitable  
14 to impose a fee on individual persons or entities generating waste on a  
15 parcel, the landowner shall be charged the full amount due as a result of  
16 such waste generation.

17 B. Residential Uses.

- 18 (1) Each owner of a single-family residence shall pay a fee calculated at the  
19 rate of “one residential unit” or sixty dollars (\$60.00) per year.  
20 (2) If it is established that the residence is used fewer than 90 days each year,  
21 the owner shall be charged a fee at the rate of one-fourth (0.25) of a  
22 “residential unit,” or fifteen dollars (\$15.00) per year. If it is established  
23 that the residence is used six months or less, but more than three months,  
24 the owner shall be charged a fee at the rate of one-half (0.5) of a  
25 “residential unit,” or thirty dollars (\$30.00) per year.  
26 (3) Mobile homes and individual units in apartments and condominiums shall  
27 be charged a fee in accordance with “Schedule A” and Section 5.B.2 of  
28 this Resolution.  
29 (4) The minimum fee for residential use shall not be less than one-fourth the  
30 yearly rate for a “residential unit,” or fifteen dollars (\$15.00) per year.

31 C. Other Uses.

- 32 (1) Motels, Hotels, Lodges, and Campgrounds shall be charged a fee in  
accordance with a factor established by the “residential equivalent”  
assigned in “Schedule A.” Occupancy rate and months open for business  
may be taken into consideration.

- (2) Ranches and/or farms that dispose their waste on-site, in accordance with Mono County Health Department approvals, shall not be charged a fee.
- (3) Except as specified or clarified in Section 5.D, all other uses shall be charged a fee on the basis of the “residential equivalent factor” as set forth in this Resolution and “Schedule A.”

D. Multiple or Complex Uses.

- (1) Except as “Schedule A” may specifically assign a “residential equivalent factor” for the entire use (e.g., ski base lodge), where a single business entity operates or leases more than one type of waste generating business or use in a single building, the owner of the land or business shall be charged a fee on the basis of the use which has the highest “residential equivalent factor” and the assessment shall be the total thereof.
- (2) Except as “Schedule A” may specifically assign a “residential equivalent factor” to the entire use (e.g., shopping center), where individual waste generating entities operate in more than one building on one or more parcels, each waste generating use shall be assigned the highest “residential equivalent factor” and the fee shall be the total thereof.

E. There shall be no fee on unimproved parcels where waste is not generated.

F. There shall be no fee for Special Districts of the County that receive less than six-tenths of one percent (0.6%) of the countywide property tax allocation.

G. Billing and Collection.

- (1) The Public Works Director shall establish the appropriate fee. The billings for fees shall be based on the ownership status and uses of each parcel as of the first day of March preceding the fiscal year for which the fee is charged.
- (2) The Mono County Treasurer-Tax Collector shall collect fee payments through the property tax billing system or, for properties not otherwise receiving a tax bill, the Public Works Department may bill for and collect fee payments by invoice.

H. Appeals.

- (1) A property or business entity who or which has reason to believe that there should be no fee, that the “residential equivalent factor” has been improperly determined, or that the amount of the fee has been incorrectly calculated, may request the appropriate changes by notifying the Public



1 Works Director in writing of the request no later than 60 days following  
2 the date of billing.

- 3 (2) The Public Works Director shall, within 20 days following receipt of the  
4 written request, review the facts presented and certified to by the property  
5 owner or business entity and grant or deny the request. If the request is  
6 granted, the Public Works Director shall prepare an appropriately  
7 modified billing, if necessary. Modified billings shall be due and payable  
8 no later than 60 days following the billing date.
- 9 (3) A property owner or business entity whose request pursuant to Section  
10 5.H.1 is denied by the Public Works Director shall have the right to appeal  
11 that decision to the Board of Supervisors. The request for hearing shall  
12 be submitted to the Clerk of the Board of Supervisors within 30 days from  
13 the date of the denial notice from the Public Works Director.
- 14 (4) The Board of Supervisors shall fix a time, date, and place for the hearing  
15 of any such appeal. The Board of Supervisors shall cause notice of the  
16 hearing to be mailed to the applicant not less than 10 days prior to the  
17 date set for hearing. At the hearing, the Board of Supervisors or its  
18 selected member(s) shall hear the applicant and, within five days, order  
19 such revision or correction to the fee as the Board deems just, if any.

17 I. Delinquent Fees.

- 18 (1) The Public Works Director shall prepare a list of solid waste fees for each  
19 respective parcel which remain unpaid for a period of 60 or more days  
20 after the date upon which they were billed. A certified copy of the  
21 confirmed list shall be filed with the Mono County Auditor-Controller.
- 22 (2) The delinquent solid waste fees set forth in the list shall constitute special  
23 assessments against the respective parcels of land and, upon recordation  
24 in the office of the County Recorder, are a lien on the property in the  
25 amount of the delinquent fees as provided in Government Code section  
26 25831. The assessments may be collected at the same time and in the  
27 same manner as ordinary county ad valorem property taxes are collected  
28 and shall be subject to the same penalties and the same procedure and sale  
29 in case of delinquency as provided for those taxes. All laws applicable to  
30 the levy, collection, and enforcement of county ad valorem property taxes  
31 shall be applicable to the assessment, except as provided by subdivision  
32 (d) of Government Code section 25831.

**SECTION SIX: Severability.** If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Supervisors hereby declares

1 that it would have passed this Resolution and each section, subsection, sentence, clause, or  
2 phrase thereof irrespective of the fact that any one or more sections, subsection, sentences,  
3 clauses, or phrases be declared unconstitutional.

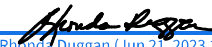
4 **PASSED, APPROVED AND ADOPTED** this 20th day of June, 2023, by the  
5 following vote, to wit:

6 **AYES** : Supervisors Duggan, Gardner, Kreitz, Peters, and Salcido.

7 **NOES** : None.

8 **ABSENT** : None.

9 **ABSTAIN** : None.

11   
12 Rhonda Duggan (Jun 21, 2023 15:33 PDT)


13 Rhonda Duggan, Chair  
14 Mono County Board of Supervisors

16 ATTEST:

17 

18  
19 Clerk of the Board

Approved as to Form:

20   
21 Stacey Sirron (Jun 21, 2023 15:21 PDT)

22  
23 Mono County Counsel's Office  
24  
25  
26  
27  
28  
29  
30  
31  
32

**SCHEDULE A**  
**SOLID WASTE GENERATION FACTORS FOR**  
**SELECTED LAND USES**

*MONO COUNTY SOLID WASTE FEE PROGRAM*

<b>ITEM</b>	<b>LAND USE</b>	<b>RESIDENTIAL EQUIVALENT FACTOR</b>
1	Aircraft Repair	1.00
2	Airports	4.00
3	Apartment, per Unit	1.00
108	Arcade	4.00
99	Auto Body & Paint Shop	2.00
4	Auto Service, Major Repairs	4.00
5	Auto Service, Minor Repairs	2.00
6	Auto Service, No Repairs	1.00
7	Bakery	2.00
8	Bank	4.00
9	Barber Shop	1.00
10	Batch Plant	4.00
11	Beauty Shop	1.00
12	Beer Bar	2.00
13	Boardinghouse	4.00
14	Boat Dock	4.00
15	Boat Repair	1.00
16	Boat Sales	1.00
17	Bunkhouse	2.00
18	Cabin, Rented	0.50
19	Campground, per Space	0.25
20	Cannery	4.00
21	Car Wash	2.00
22	Catering	2.00
23	Cinema	3.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
24	Church, with Kitchen	1.00
25	Church, without Kitchen	0.50
26	Cleaners	2.00
98	Commercial Ice Manufacturing	1.00
27	Community Center	1.00
28	Condominium, per Unit	0.50
29	Cookhouse	2.00
106	Correction Facility	1.00
107	Daycare Center	4.00
30	Dormitory, per Bed	0.15
31	Duplex	2.00
32	Fast Food Drive-In, No Seats	2.00
33	Fourplex	4.00
34	Government Housing, per Unit	1.00
35	Grocery Store (< 2,000 sq. ft.)	5.00
36	Grocery Store (2,000 - 40,000 sq. ft.)	10.00
37	Grocery Store (> 40,000 sq. ft.)	50.00
38	Guest House	1.00
39	Hangar	0.50
40	Highway Rest Area	10.00
41	Hospital, per Bed	1.00
101	Hotel, per Unit	0.25
42	Laboratory	1.00
43	Laundromat	3.00
105	Library	4.00
44	Light Industry	2.00
45	Lodge	1.00
46	Lounge	3.00
47	Lumber Yard	4.00
48	Machine Shop	1.00
100	Marine Corps Mtn. Warfare Training Center	103.00
49	Mill	4.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
103	Mini-Mart	2.00
50	Mini-Storage, per Unit	0.10
51	Mobile Home on Residential Parcel	1.00
52	Mobile Home Park, Spaces Rented	1.00
53	Mobile Home (3 per Parcel)	3.00
54	Mobile Home (2 per Parcel)	2.00
55	Motel, with Kitchen, per Unit	0.50
56	Motel, without Kitchen, per Unit	0.25
102	Museum	4.00
57	Newspaper	4.00
58	Office (< 10 employees)	2.00
59	Office (10-19 employees)	4.00
60	Office (20-28 employees)	6.00
61	Office (> 29 employees)	8.00
62	Pack Station	2.00
63	Park	6.00
64	Post Office	4.00
65	Recreational Facility (0 - 2,000 sq. ft.)	2.00
66	Recreational Facility (> 2,000 sq. ft.)	4.00
67	Repair, Tire	4.00
68	Repair, Truck	4.00
69	Residence	1.00
70	Residence (3 per Parcel)	3.00
71	Residence (2 per Parcel)	2.00
72	Restaurant (0 - 20 seats)	2.00
73	Restaurant (21 - 40 seats)	4.00
74	Restaurant (41 - 80 seats)	8.00
75	Restaurant (> 80 seats)	16.00
76	Retail, Auto Parts	2.00
77	Retail, Drug	2.00
78	Retail, Drug and Variety	4.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
79	Retail, Gifts	2.00
80	Retail, Hardware	4.00
81	Retail, Liquor	4.00
82	Retail, Other ( 0 - 2,000 sq. ft.)	2.00
83	Retail, Other ( > 2,000 sq. ft.)	4.00
84	Retail, Sporting Goods	4.00
85	RV Park, per Space	0.25
86	Schools, with Food Service, per Student	0.20
87	Shopping Center ( 0 - 10,000 sq. ft.)	4.00
88	Shopping Center (10,001 - 20,000 sq. ft.)	8.00
89	Shopping Center (20,001 - 40,000 sq. ft.)	16.00
90	Shopping Center (40,001 - 80,000 sq. ft.)	32.00
91	Shopping Center ( > 80,000 sq. ft.)	50.00
92	Ski - Base Lodge ( 0 - 4,000 sq. ft.)	4.00
93	Ski - Base Lodge ( > 4,000 sq. ft.)	40.00
94	Studio, Photography	2.00
95	Triplex	3.00
104	USFS Building	4.00
96	Veterinary Hospital	2.00
97	Warehouse	2.00



1 agreement, based on the parties' mutual understanding that the County will by resolution or ordinance  
2 simply re-establish and extend the existing fees for the period of July 1, 2023, through June 30, 2024.  
3 Extension and re-establishment of the fees during the term of this agreement may include reductions  
4 to certain fees but will not impose new or increased fees that would be subject to Proposition 218.

5 **CONTRACT PROVISIONS**

6 **NOW THEREFORE, BE IT RESOLVED**, based upon the foregoing recitals, the parties to this  
7 Agreement hereto agree to the following:

- 8 1. The County agrees to continue to provide a class III construction and demolition waste disposal  
9 site at Pumice Valley Landfill (the "disposal site") for the use by residents and businesses of the  
10 Town and by those persons or entities franchised by the Town to provide disposal services to  
11 Town residents and businesses pursuant to Public Resources Code, Section 49300.
- 12 2. The County agrees that the disposal site shall meet all Federal, State, and local requirements,  
13 rules, and regulations, and that the County shall comply with the requirements of the California  
14 Government Code Section 25830.
- 15 3. The County agrees to continue to plan for and to commence implementation of closure of the  
16 Benton Crossing Landfill. This includes, but is not limited to, development of approved closure  
17 and post-closure plans, conducting all required environmental analysis and review, implementing  
18 and maintaining a long-term monitoring program at Benton Crossing Landfill and any other  
19 activity required by law or regulation to properly close the Landfill and provide for its long-term  
20 monitoring.
- 21 4. The Town consents to the County's re-establishment and extension, by resolution or ordinance,  
22 upon its residents and businesses a fee consistent with the schedule of fees adopted by the County  
23 in previous years, which may include a reduction of certain fees, pursuant to California  
24 Government Code, Section 25830 and in accordance with Public Resources Code, Section 49300.
- 25 5. The County agrees to assume primary responsibility for the collection of fees from Town residents  
26 and businesses through annual fees to be charged to identified lands within the incorporated limits  
27 of the Town, consistent with previous years.
- 28



- 1 6. The County shall place fee revenue within a designated 'Special Revenue Account' and shall  
2 disburse funds for purposes of Landfill Closure Funding, Landfill Post-closure Maintenance  
3 expenses, Known and Foreseeable Release Scenarios, and other environmental mandates  
4 associated with landfill activities.
- 5 8. The Town agrees to use its best efforts to cooperate with the County regarding the collection of  
6 the above-referenced fees from its residents and businesses.
- 7 9. Both the Town and the County agree that the County shall be responsible for the closure of its  
8 Benton Crossing Landfill and the provision of the disposal site for construction of demolition  
9 waste throughout the term of this Agreement, including, but not limited to environmental  
10 monitoring costs, closure and post-closure funding, setting fees, resident appeals of fees, and all  
11 site operations.
- 12 10. The County and Town agree that financing waste collection, processing, and disposal services to  
13 meet state mandates related to recycling and diversion of materials from landfill, provide for  
14 household hazardous waste collection, and support related services provided to Town and County  
15 residents by the Town of Mammoth Lakes assists the County in meeting solid waste services  
16 requirements. To support these services provided by the Town, the County agrees to remit forty  
17 percent (40%) of the fees collected in the Town of Mammoth Lakes to the Town. The remittance  
18 of the fees will be made based on the actual amounts collected by the County for Fiscal Year 23-  
19 24 and remitted to the Town within sixty (60) days of the close of the fiscal year.
- 20 11. Except as otherwise provided below, the County agrees to release, defend, hold harmless, and  
21 indemnify the Town, its officers, agents, and employees from and against all suits and cause of  
22 action, claims, laws, demands, expenses (including reasonable attorneys fees), damages, or  
23 liability of any nature whatsoever arising by reason of, or incident to, the adoption and  
24 implementation of the solid waste disposal program as defined and outlined in this Agreement,  
25 including, but not limited to, any and all claims with respect to Proposition 13 and Proposition  
26 62. Notwithstanding the foregoing, the County shall have no obligation to release, defend, hold  
27 harmless, and indemnify the Town, its officers, agents, and employees from and against any suits  
28 and cause of action, claims, laws, demands, expenses (including reasonable attorneys fees)  
damages or liability of any nature whatsoever arising by reason of, or incident to, any

1 noncompliance of the solid waste program and its fees with Proposition 218, which was enacted  
2 by the voters in November of 1996.

3 12. Both parties agree and understand that the County intends to annually re-establish and extend the  
4 fee schedule previously imposed by Resolution No. R22-049, prior to July 1 of each year, without  
5 any increases, and intends to seek agreement from the Town for the re-establishment and  
6 extension of the fees within the Town limits, consistent with the requirements of Government  
7 Code Section 25830.

8 13. Both parties agree that fees may be established, billed, and collected on a monthly or annual basis,  
9 and may be billed and collected by the County Tax Collector as part of the regular County  
10 property tax billing system.

11 14. Both parties agree that this Agreement shall become effective upon execution by both the Town  
12 and the County.

13 15. The term of this Agreement shall be from July 1, 2023, through June 30, 2024.

14 16. In the event of a legal challenge to the fees, the Mono County Board of Supervisors agrees to use  
15 all legal means available to increase gate fees to reimburse the Town of Mammoth Lakes and/or  
16 the County for its legal and reimbursement fees, with the caveat that should the County decide to  
17 mount a legal defense in response to a challenge of such fees, that the Town will become a partner  
18 in that defense and will be able to influence and terminate its involvement in the defense.  
19 Mammoth Lakes agrees to use all legal means available to require its franchisee to continue to  
20 use the County's disposal site until such additional gate fees needed to cover the added financial  
21 obligation to the Town and/or County are satisfied, not to exceed five years from the date of the  
22 challenge(s), or some other mutually agreeable number of years.

23 17. The County agrees to provide the Town with any and all documents, reports, or other materials  
24 relative to the calculation of fees and the administration of the program contemplated herein as  
25 the Town may reasonably request.

26 18. The County and its officers, agents, and employees are independent contractors for the purposes  
27 of this Agreement. As such they shall have the rights and duties of independent contractors in  
28 providing services under this Agreement.

1 19. In the event of a dispute over the meaning of this Agreement or its performance, the aggrieved  
2 party shall notify County Counsel and the Town Attorney who shall thereupon make reasonable  
3 efforts to resolve the dispute. In the event that County Counsel and the Town Attorney do not  
4 resolve the dispute within 30 days after the notice specified, the parties shall each appoint two  
5 members of their governing bodies who shall attempt to resolve the dispute. Neither party shall  
6 file a legal action to enforce its Agreement prior to 60 days from the date the specified notice is  
7 mailed.

8 **EXECUTION**

9 This Agreement shall be deemed executed as of the date that it is approved by both the Mono County  
10 Board of Supervisors and the Mammoth Lakes Town Council.

11 COUNTY OF MONO:

APPROVED AS TO FORM:

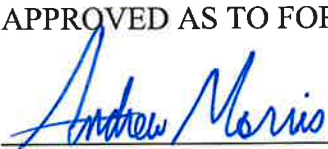
12  
13 \_\_\_\_\_  
14 Rhonda Dugan, Board Chair

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

15  
16 TOWN OF MAMMOTH LAKES:

APPROVED AS TO FORM:

17   
18 \_\_\_\_\_  
19 John Wentworth, Mayor

  
20 \_\_\_\_\_  
21 Andrew Morris, Town Attorney



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: Finance, County Administrative Office**

**TIME REQUIRED**

**SUBJECT**

Revised Resolution Identifying  
Authorized Agents to Execute  
Application for State and Federal  
Assistance

**PERSONS**

**APPEARING  
BEFORE THE  
BOARD**

---

### **AGENDA DESCRIPTION:**

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

On June 20, 2023, the Board adopted an updated resolution designating the County Administrative Officer, Director of Emergency Management, and the Public Works Director as authorized to execute applications on behalf of Mono County for State and Federal Disaster Assistance. However, the Finance Director should retain authority to execute documents on behalf of the County because authorizing signatures are embedded within on-line forms requiring execution in Federal Emergency Management Agency's (FEMA's) on-line grants portal for which the Finance Department staff oversee to manage the County's reimbursement. This revised resolution replaces the Public Works Director with the Finance Director. The impact is to improve the timeliness of applications for reimbursement without the need to train additional portal users.

---

### **RECOMMENDED ACTION:**

Adopt revised and updated resolution.

---

### **FISCAL IMPACT:**

Including the Finance Director as an authorized agent for the County ensures timely completion of FEMA related documentation enabling the County to receive federal and state reimbursements for storm related costs.

---

**CONTACT NAME:** Janet Dutcher

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

---

### **SEND COPIES TO:**

---

### **MINUTE ORDER REQUESTED:**

YES  NO

---

### **ATTACHMENTS:**

Click to download

[Resolution](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/30/2023 2:33 PM	County Counsel	Yes
6/26/2023 4:41 PM	Finance	Yes
7/3/2023 9:14 AM	County Administrative Office	No
7/5/2023 6:04 PM	County Counsel	Yes
7/6/2023 2:47 PM	Finance	Yes
7/6/2023 4:45 PM	County Administrative Office	Yes



Cal OES ID No: \_\_\_\_\_

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_  
 (Governing Body) (Name of Applicant)

THAT \_\_\_\_\_, OR  
 (Title of Authorized Agent)

\_\_\_\_\_, OR  
 (Title of Authorized Agent)

\_\_\_\_\_  
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the \_\_\_\_\_,  
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the \_\_\_\_\_, a public entity established under the  
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



**Please check the appropriate box below**

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): \_\_\_\_\_

Passed and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
 (Name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and  
 (Name of Applicant)

correct copy of a resolution passed and approved by the \_\_\_\_\_  
 (Governing Body)

of the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
 (Name of Applicant)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)



### Cal OES Form 130 Instructions

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

#### **Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.





**Checking Universal or Disaster-Specific Box:** A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

**Certification Section:**

**Name and Title:** This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2023

**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 5/31/2023.

### RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 5/31/2023.

### 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
<a href="#">Treasury Transaction Report for the month ending 5/31/2023</a>

#### History

Time	Who	Approval
6/21/2023 5:26 PM	County Counsel	Yes
6/12/2023 4:51 PM	Finance	Yes
6/23/2023 9:50 AM	County Administrative Office	Yes



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2023, End Date: 5/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	5/3/2023	3133EPHT5	1,000,000.00	FFCB 3.625 5/3/2028	99.47	994,740.00	0.00	3.74	994,740.00
Buy	5/10/2023	065427AC0	249,000.00	Bank of Utah 4.25 5/10/2028	100.00	249,000.00	0.00	4.25	249,000.00
Buy	5/16/2023	05600XQE3	244,000.00	BMO Harris Bank NA 4.5 5/16/2028	100.00	244,000.00	0.00	4.50	244,000.00
Buy	5/16/2023	3133EPJS5	1,000,000.00	FFCB 4.29 5/16/2028-25	100.00	1,000,000.00	0.00	4.29	1,000,000.00
<b>Subtotal</b>			<b>2,493,000.00</b>			<b>2,487,740.00</b>	<b>0.00</b>		<b>2,487,740.00</b>
Deposit	5/30/2023	31846V203	1,000,000.00	First American Gov Fund MM	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	5/31/2023	CAMP60481	170,169.75	California Asset Management Program LGIP	100.00	170,169.75	0.00	0.00	170,169.75
Deposit	5/31/2023	31846V203	72,421.06	First American Gov Fund MM	100.00	72,421.06	0.00	0.00	72,421.06
Deposit	5/31/2023	OAKVALLEY0670	12,314.21	Oak Valley Bank Cash	100.00	12,314.21	0.00	0.00	12,314.21
Deposit	5/31/2023	OAKVALLEY0670	22,295,338.50	Oak Valley Bank Cash	100.00	22,295,338.50	0.00	0.00	22,295,338.50
<b>Subtotal</b>			<b>23,550,243.52</b>			<b>23,550,243.52</b>	<b>0.00</b>		<b>23,550,243.52</b>
<b>Total Buy Transactions</b>			<b>26,043,243.52</b>			<b>26,037,983.52</b>	<b>0.00</b>		<b>26,037,983.52</b>
<b>Interest/Dividends</b>									
Interest	5/1/2023	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	675.37	0.00	675.37
Interest	5/1/2023	369674CG9	0.00	General Electric Credit Union 5 1/30/2024		0.00	1,019.18	0.00	1,019.18
Interest	5/1/2023	76913DFY8	0.00	Riverside County Ca Inf Fing Authority 1.766 11/1/		0.00	4,415.00	0.00	4,415.00
Interest	5/1/2023	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	229.22	0.00	229.22
Interest	5/1/2023	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	900.49	0.00	900.49
Interest	5/1/2023	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	900.49	0.00	900.49
Interest	5/1/2023	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	532.11	0.00	532.11
Interest	5/1/2023	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	347.92	0.00	347.92
Interest	5/1/2023	33651FAF6	0.00	First Source FCU 4.85 1/31/2024		0.00	988.60	0.00	988.60
Interest	5/1/2023	75213EAY0	0.00	Rancho Cucamonga Ca Public Finance Authority 3 5/1		0.00	6,750.00	0.00	6,750.00
Interest	5/1/2023	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	378.62	0.00	378.62
Interest	5/1/2023	702282QD9	0.00	Pasadena USD 2.073 5/1/2026		0.00	5,182.50	0.00	5,182.50



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2023, End Date: 5/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/1/2023	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	850.01	0.00	850.01
Interest	5/1/2023	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	382.60	0.00	382.60
Interest	5/1/2023	5445872S6	0.00	Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024		0.00	1,707.50	0.00	1,707.50
Interest	5/1/2023	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	654.45	0.00	654.45
Interest	5/1/2023	542411NZ2	0.00	Long Beach Community College Dist 2 5/1/2025		0.00	2,700.00	0.00	2,700.00
Interest	5/1/2023	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	368.38	0.00	368.38
Interest	5/1/2023	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	920.96	0.00	920.96
Interest	5/1/2023	13077DQF2	0.00	California State Uniniversity 1.361 11/1/2027		0.00	4,661.43	0.00	4,661.43
Interest	5/2/2023	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	276.29	0.00	276.29
Interest	5/3/2023	594918BJ2	0.00	Microsoft Corp 3.125 11/3/2025-25		0.00	7,812.50	0.00	7,812.50
Interest	5/4/2023	32026UYA8	0.00	First Foundation Bank 4.7 11/4/2027		0.00	5,686.87	0.00	5,686.87
Interest	5/4/2023	02589ACK6	0.00	American Express National Bank 3 5/4/2027		0.00	3,659.67	0.00	3,659.67
Interest	5/5/2023	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	654.90	0.00	654.90
Interest	5/5/2023	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	573.04	0.00	573.04
Interest	5/6/2023	037833AS9	0.00	Apple Inc. 3.45 5/6/2024-14		0.00	8,625.00	0.00	8,625.00
Interest	5/7/2023	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	337.68	0.00	337.68
Interest	5/8/2023	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	982.36	0.00	982.36
Interest	5/8/2023	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	961.89	0.00	961.89
Interest	5/8/2023	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	5/8/2023	61760ARS0	0.00	Morgan Stanley Private Bank 3.55 11/8/2023		0.00	4,313.01	0.00	4,313.01
Interest	5/8/2023	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	5/9/2023	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	706.07	0.00	706.07
Interest	5/9/2023	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	856.11	0.00	856.11
Interest	5/10/2023	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	716.30	0.00	716.30
Interest	5/10/2023	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	675.37	0.00	675.37



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2023, End Date: 5/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/10/2023	72651LCJ1	0.00	Plains Commerce Bank 2.6 5/10/2024		0.00	3,158.82	0.00	3,158.82
Interest	5/11/2023	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	143.26	0.00	143.26
Interest	5/12/2023	91159HHZ6	0.00	US Bancorp 1.45 5/12/2025		0.00	3,625.00	0.00	3,625.00
Interest	5/12/2023	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	532.11	0.00	532.11
Interest	5/13/2023	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	603.74	0.00	603.74
Interest	5/13/2023	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	583.27	0.00	583.27
Interest	5/13/2023	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	409.32	0.00	409.32
Interest	5/13/2023	30960QAL1	0.00	Farmers Insurance Group FCU 5 12/13/2023		0.00	1,019.18	0.00	1,019.18
Interest	5/14/2023	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	5/14/2023	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	5/14/2023	06251AV31	0.00	Bank Hapoalim B.M. 3.5 11/14/2023		0.00	4,252.26	0.00	4,252.26
Interest	5/14/2023	89841MAM9	0.00	Trustone Financial 5 12/14/2023		0.00	1,019.18	0.00	1,019.18
Interest	5/14/2023	67886WAF4	0.00	Oklahomas Credit Union 5 12/14/2023		0.00	1,019.18	0.00	1,019.18
Interest	5/14/2023	501798SZ6	0.00	LCA Bank Corp 4.8 11/15/2027		0.00	5,807.87	0.00	5,807.87
Interest	5/15/2023	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	695.84	0.00	695.84
Interest	5/15/2023	91412HKZ5	0.00	University of California 0.985 5/15/2025		0.00	2,462.50	0.00	2,462.50
Interest	5/15/2023	91412HBL6	0.00	University of California 3.466 5/15/2024-18		0.00	8,665.00	0.00	8,665.00
Interest	5/15/2023	91412GVB8	0.00	University of California 3.638 5/15/2024		0.00	8,276.45	0.00	8,276.45
Interest	5/15/2023	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	583.27	0.00	583.27
Interest	5/15/2023	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	716.30	0.00	716.30
Interest	5/15/2023	912828U24	0.00	T-Note 2 11/15/2026		0.00	10,000.00	0.00	10,000.00
Interest	5/15/2023	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	613.97	0.00	613.97
Interest	5/16/2023	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	409.32	0.00	409.32
Interest	5/16/2023	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	675.37	0.00	675.37
Interest	5/16/2023	3133ENEF3	0.00	FFCB 1.27 11/16/2026-23		0.00	6,350.00	0.00	6,350.00
Interest	5/16/2023	17330FUE9	0.00	Citigroup Global Markets 2.75 6/16/2023		0.00	1,145.83	0.00	1,145.83
Interest	5/17/2023	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	920.96	0.00	920.96



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2023, End Date: 5/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/17/2023	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	532.11	0.00	532.11
Interest	5/18/2023	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	235.36	0.00	235.36
Interest	5/18/2023	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	5/18/2023	3130ANFJ4	0.00	FHLB 0.51 11/18/2024-22		0.00	2,550.00	0.00	2,550.00
Interest	5/18/2023	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	5/18/2023	254673D94	0.00	Discover Bank 3.2 5/19/2027		0.00	3,903.65	0.00	3,903.65
Interest	5/18/2023	46625HRL6	0.00	JPMorgan Chase & Co 2.7 5/18/2023-23		0.00	6,750.00	0.00	6,750.00
Interest	5/19/2023	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	675.37	0.00	675.37
Interest	5/20/2023	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	716.30	0.00	716.30
Interest	5/20/2023	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	583.27	0.00	583.27
Interest	5/20/2023	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	890.26	0.00	890.26
Interest	5/20/2023	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	900.49	0.00	900.49
Interest	5/21/2023	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	920.96	0.00	920.96
Interest	5/22/2023	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	583.27	0.00	583.27
Interest	5/22/2023	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	573.04	0.00	573.04
Interest	5/23/2023	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	419.55	0.00	419.55
Interest	5/23/2023	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	399.08	0.00	399.08
Interest	5/24/2023	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	624.25	0.00	624.25
Interest	5/24/2023	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	706.07	0.00	706.07
Interest	5/25/2023	88413QCK2	0.00	Third Federal Savings & Loan 1.95 11/25/2024		0.00	2,369.12	0.00	2,369.12
Interest	5/25/2023	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	920.96	0.00	920.96
Interest	5/25/2023	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	358.15	0.00	358.15
Interest	5/25/2023	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	613.97	0.00	613.97
Interest	5/26/2023	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	102.33	0.00	102.33
Interest	5/26/2023	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	521.88	0.00	521.88



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2023, End Date: 5/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/26/2023	3130ARYA3	0.00	FHLB 4 5/26/2027-22		0.00	20,000.00	0.00	20,000.00
Interest	5/26/2023	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	337.68	0.00	337.68
Interest	5/26/2023	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	532.11	0.00	532.11
Interest	5/26/2023	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	706.07	0.00	706.07
Interest	5/27/2023	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	869.79	0.00	869.79
Interest	5/27/2023	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	152.88	0.00	152.88
Interest	5/27/2023	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	573.04	0.00	573.04
Interest	5/27/2023	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	214.89	0.00	214.89
Interest	5/27/2023	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	225.12	0.00	225.12
Interest	5/28/2023	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	931.19	0.00	931.19
Interest	5/28/2023	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,019.18	0.00	1,019.18
Interest	5/28/2023	717081EX7	0.00	Pfizer Inc 0.8 5/28/2025-25		0.00	2,000.00	0.00	2,000.00
Interest	5/29/2023	3133EN3H1	0.00	FFCB 4 11/29/2027		0.00	20,000.00	0.00	20,000.00
Interest	5/29/2023	52171MAA3	0.00	Leaders Credit Union 3 6/29/2023		0.00	613.97	0.00	613.97
Interest	5/29/2023	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	184.19	0.00	184.19
Interest	5/29/2023	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	173.96	0.00	173.96
Interest	5/29/2023	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	5/30/2023	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	890.26	0.00	890.26
Interest	5/30/2023	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	839.10	0.00	839.10
Interest	5/30/2023	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	644.38	0.00	644.38
Interest	5/30/2023	89786MAH7	0.00	True Sky Credit Union 4.5 11/30/2027		0.00	5,444.88	0.00	5,444.88
Interest	5/30/2023	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,019.18	0.00	1,019.18
Interest	5/30/2023	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	900.49	0.00	900.49
Interest	5/31/2023	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	5/31/2023	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	5/31/2023	CAMP60481	0.00	California Asset Management Program LGIP		0.00	170,169.75	0.00	170,169.75



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2023, End Date: 5/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/31/2023	31846V203	0.00	First American Gov Fund MM		0.00	72,421.06	0.00	72,421.06
Interest	5/31/2023	91282CCF6	0.00	T-Note 0.75 5/31/2026		0.00	3,750.00	0.00	3,750.00
Interest	5/31/2023	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	719.03	0.00	719.03
Interest	5/31/2023	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	941.08	0.00	941.08
Interest	5/31/2023	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	671.30	0.00	671.30
Interest	5/31/2023	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	930.51	0.00	930.51
Interest	5/31/2023	86777TAA4	0.00	Sunset Science Park FCU 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	5/31/2023	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	12,314.21	0.00	12,314.21
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>490,350.11</b>		<b>490,350.11</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>490,350.11</b>		<b>490,350.11</b>
<b>Sell Transactions</b>									
Matured	5/1/2023	75213EAY0	450,000.00	Rancho Cucamonga Ca Public Finance Authority 3 5/1	0.00	450,000.00	0.00	0.00	450,000.00
Matured	5/2/2023	313384FB0	1,000,000.00	FHLB 0 5/2/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	5/5/2023	32117BCX4	249,000.00	First National Bank Dama 2.8 5/5/2023	0.00	249,000.00	0.00	0.00	249,000.00
Matured	5/16/2023	33640VCF3	249,000.00	First Service Bank 3.3 5/16/2023	0.00	249,000.00	0.00	0.00	249,000.00
Matured	5/18/2023	46625HRL6	500,000.00	JPMorgan Chase & Co 2.7 5/18/2023-23	0.00	500,000.00	0.00	0.00	500,000.00
Matured	5/19/2023	560507AJ4	249,000.00	Maine Savings Federal Credit Union 3.3 5/19/2023	0.00	249,000.00	0.00	0.00	249,000.00
Matured	5/30/2023	62479MSW4	1,000,000.00	MUFG Bank LTD 0 5/30/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
<b>Subtotal</b>			<b>3,697,000.00</b>			<b>3,697,000.00</b>	<b>0.00</b>		<b>3,697,000.00</b>
Withdraw	5/9/2023	CAMP60481	2,000,000.00	California Asset Management Program LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	5/10/2023	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	5/11/2023	LAIF6000Q	4,000,000.00	Local Agency Investment Fund LGIP	0.00	4,000,000.00	0.00	0.00	4,000,000.00
Withdraw	5/12/2023	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	5/19/2023	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	5/22/2023	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	5/25/2023	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00





# Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2023, End Date: 5/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Withdraw	5/26/2023	CAMP60481	500,000.00	California Asset Management Program LGIP	0.00	500,000.00	0.00	0.00	500,000.00
Withdraw	5/31/2023	31846V203	72,421.06	First American Gov Fund MM	0.00	72,421.06	0.00	0.00	72,421.06
Withdraw	5/31/2023	OAKVALLEY0670	23,418,310.09	Oak Valley Bank Cash	0.00	23,418,310.09	0.00	0.00	23,418,310.09
<b>Subtotal</b>			<b>35,990,731.15</b>			<b>35,990,731.15</b>	<b>0.00</b>		<b>35,990,731.15</b>
<b>Total Sell Transactions</b>			<b>39,687,731.15</b>			<b>39,687,731.15</b>	<b>0.00</b>		<b>39,687,731.15</b>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**TIME REQUIRED**

**SUBJECT** Letter of Opposition - AB 120/SB 120  
In-Home Supportive Services (IHSS)  
Fiscal Penalty

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Letter of opposition from the Mono County Board of Supervisors regarding the provision in the human services budget trailer bill (AB 120/SB 120) that would impose a ten percent ongoing penalty on counties that fail to reach an In-Home Supportive Services (IHSS) collective bargaining agreement.

**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
7/6/2023 3:38 PM	County Counsel	Yes
7/6/2023 3:10 PM	Finance	Yes
7/6/2023 4:44 PM	County Administrative Office	Yes



Jennifer Kreitz ~ District One    Rhonda Duggan ~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Lynda Salcido ~ District Five

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

[BOS@mono.ca.gov](mailto:BOS@mono.ca.gov)

*Queenie Barnard, Interim Clerk of the Board*

June 30, 2023

The Honorable Gavin Newsom  
Governor, State of California  
1021 O Street, Suite 9000  
Sacramento, CA 95814

The Honorable Toni Atkins  
Senate President pro Tempore, California State Senate  
1021 O Street, Suite 8518  
Sacramento, CA 95814

The Honorable Robert Rivas  
Speaker, California State Assembly  
1021 O Street, Suite 5110  
Sacramento, CA 95814

**Re: AB 120/SB 120 IHSS Fiscal Penalty - Oppose**

Dear Governor Newsom, Senate President pro Tempore Atkins, and Speaker Rivas:

On behalf of the Mono County Board of Supervisors, I am writing to express our strong opposition to the provision in the human services budget trailer bill (AB 120/SB 120) that would impose a ten percent ongoing penalty on counties that fail to reach an In-Home Supportive Services (IHSS) collective bargaining agreement. The fiscal penalty proposal ignores the progress that has been made on IHSS collective bargaining, punishes counties that have done the right thing, and will negatively impact funding for other health and human services programs. We respectfully urge you to remove the IHSS fiscal penalty from this legislation or to amend the language so that the ten percent ongoing penalty only applies after a county has already received the existing one-time seven percent penalty.

### **No Transparency with this Proposal**

This increased IHSS collective bargaining proposal was added into the human services budget trailer bill with zero public transparency or input. An IHSS penalty proposal was not on the agenda or discussed at any budget hearings that occurred in 2023. It was not included in the Governor's January Budget, the Governor's May Revision, or the Legislative Budget agreement (AB 101/SB 101). It was drafted and put into print with zero consultation to the county entities that administer the IHSS program. A proposal of this magnitude should be discussed in public hearings and include input from all impacted stakeholders.

### **Proposal Ignores Progress that has Occurred and Punishes All Counties**

Counties are reaching new collective bargaining agreements far above the historic pace. A total of 53 counties have increased wages since 2017. These counties have invested hundreds of millions of dollars for these wage increases and will pay these costs on an ongoing basis. In total, more than 98 percent of the IHSS provider workforce has received a permanent wage increase agreed to and funded by counties in this time period. However, all of those counties that did the right thing and increased wages would now be eligible to be punished by the ten percent ongoing penalty proposal.

### **Penalty Amount is Inappropriate**

A ten percent ongoing penalty would cost about as much as a \$1.00 wage increase. This represents millions of dollars in large counties and tens of thousands to hundreds of thousands in smaller counties. In counties that have gone to fact finding, the neutral fact finder has recommended wage increases that cost less than the penalty amount. It is completely inappropriate to have a penalty amount that costs more than the amounts that neutral factfinders have indicated is an amount a county could fit within its county budget.

### **Penalty will be Leveraged in Local Bargaining and Negatively Impact Other Safety Net Programs**

This ten percent penalty amount will be used to leverage all counties into agreeing to larger wage increases. Many of these wage increases can only be afforded by taking funding from other programs. This creates risks for other programs within Realignment including social services, public health, and behavioral health programs.

Under this proposal, a county could follow all applicable laws, negotiate in good faith, and offer IHSS providers a wage increase. However, if the provider union doesn't accept that proposal, a county could be punished with a ten percent ongoing penalty even though the county did everything within its power and budget to increase pay for IHSS providers and potentially even if the neutral fact finder recommends a wage increase that would cost less than the ten percent penalty. This proposal gives the IHSS provider union all of the leverage in a local bargaining situation.

The proposal to essentially mandate a \$1.00 increase is especially concerning given that the current 1991 Realignment revenue projections indicate there will be no caseload growth available in the coming year. This means there is projected to be no funding available to cover county IHSS costs for wage increases that have already been agreed to through local agreements.

One of the goals of the Department of Finance's SB 90 1991 Realignment report was to fit the county IHSS MOE within Realignment so that county IHSS costs would not take away Realignment funding from health and behavioral health programs. By setting up a situation where all counties will be leveraged into a \$1.00 increase that will not fit within Realignment, especially given the current revenue projections, this will negatively impact funding for health and behavioral health programs counter to the goals of the Administration's effort with rebasing the county MOE in 2019.

### **Proposal Represents the State Dictating the Results of Local Bargaining**

The proposal is wholly inappropriate because it would represent the state tipping the scales and dictating the results of local collective bargaining, even though the state has vested counties with this responsibility. This high penalty amount essentially represents the state mandating and requiring counties to fund at least a \$1.00 wage increase above their current wage. If the state is interested in dictating the outcome of bargaining or mandating a higher wage for IHSS providers, then it should assume responsibility for collective bargaining or provide dedicated state revenues for mandated increases.

In fact, the state will be separately undertaking a study outlined by language in the Budget Act (AB 102/SB 102) to analyze the possibility of transitioning IHSS collective bargaining to the state. A prudent approach would be to wait for the results of this analysis to determine the best path forward on collective bargaining instead of enacting this punitive proposal.

### **Proposed Penalty Must be Altered**

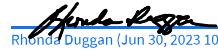
While the Mono County Board of Supervisors strongly opposes the penalty and asks for its removal from AB 120/SB 120, we recognize that the Administration and the Legislature have agreed to an increased penalty framework and are thus proposing an alternate proposal. The proposed amendments that was drafted by California State Association of Counties (CSAC), California Association of Public Authorities (CAPA), County Welfare Directors Association of California (CWDA), Urban Counties of California (UCC), and Rural County Representatives of California (RCRC), and shared with the Administration and Legislature would make the ten percent ongoing penalty apply only after a county has already received the existing seven percent one-time penalty. There is room for a reasonable compromise that will provide an increased penalty for those counties that fail to reach an agreement, but that will not punish all other counties as unfairly as the ongoing ten percent amount.

### **Conclusion**

Counties are committed to the IHSS program and proud to partner with the state on this important program that serves more than half a million individuals. We recognize the value of the IHSS program, which provides critical services to seniors and disabled individuals to help them remain in their own homes rather than in more expensive institutional care. County social workers, Public Authority workers, and IHSS providers are the backbone of this social services program which has proven to reduce care costs and improve the well-being of residents. The vast majority of counties have recently increased wages for IHSS providers and now is not the time to engage in a punitive measure that punishes all counties.

The Mono County Board of Supervisors respectfully requests that the increased and ongoing IHSS fiscal penalty be removed from the human services trailer bill or altered to only apply after a county has already been assessed the existing penalty. Should you have any questions about our position, please do not hesitate to contact us. Thank you for your consideration.

Respectfully,

  
Rhonda Duggan (Jun 30, 2023 10:37 PDT)

Rhonda Duggan, Chair  
Mono County Board of Supervisors

cc: Nancy Skinner, Chair, Senate Budget and Fiscal Review Committee  
Phil Ting, Chair, Assembly Budget Committee  
Honorable Members, Senate Budget and Fiscal Review Committee  
Honorable Members, Assembly Budget Committee  
Joe Stephenshaw, Director, Department of Finance  
Kim Johnson, Director, Department of Social Services



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: County Counsel**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Stacey Simon, County Counsel

**SUBJECT** AB 2449 Emergency Exception

**AGENDA DESCRIPTION:**

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

Authorization for teleconference participation in today's Board of Supervisors meeting by Supervisor Salcido under AB 2449.

**RECOMMENDED ACTION:**

Find that a physical medical emergency exists which prevents Supervisor Salcido from participating in the meeting in person and that she may therefore participate in the Board of Supervisors meeting today remotely under AB 2449.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)  
No Attachments Available

**History**

Time	Who	Approval
6/30/2023 1:43 PM	County Counsel	Yes
7/6/2023 1:53 PM	Finance	Yes
7/6/2023 4:43 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: County Administrative Office**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Mary Booher, Interim County  
Administrative Officer

**SUBJECT** Appointment of County Administrative  
Officer

**AGENDA DESCRIPTION:**

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

Proposed resolution appointing Sandra Moberly as County Administrative Officer and prescribing the compensation, appointment and conditions of said employment.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Adopt Resolution appointing Sandra Moberly as County Administrative Officer and approving employment agreement which prescribes the compensation and other terms and conditions of said employment. Authorize the Board Chair to execute said agreement on behalf of the County.

**FISCAL IMPACT:**

The estimated cost of this position for the remainder of the fiscal year is \$238,592, of which \$181,600 is salary and \$56,992 is benefits. The total cost of salary and benefits for an entire fiscal year is \$272,457, of which \$211,096 is salary and \$61,361 is benefits. This is included in the County Administration fiscal year 2023/24 preliminary budget.

**CONTACT NAME:** Mary Booher

**PHONE/EMAIL:** 760-932-5415 / mbooher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">CAO Appointment Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Employment Agreement</a>

History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/30/2023 1:55 PM	County Counsel	Yes
6/26/2023 11:01 AM	Finance	Yes
7/3/2023 9:04 AM	County Administrative Office	Yes



Date: July 11, 2023

**BOARD OF SUPERVISORS**

CHAIR  
Rhonda Duggan / District 2

VICE CHAIR  
John Peters / District 4  
Bob Gardner / District 3  
Lynda Salcido / District 5  
Jennifer Kreitz / District 1

**COUNTY DEPARTMENTS**

- ASSESSOR  
Hon. Barry Beck
- DISTRICT ATTORNEY  
Hon. David Anderson
- SHERIFF / CORONER  
Hon. Ingrid Braun
- ANIMAL SERVICES  
Chris Mokracek (Interim)
- BEHAVIORAL HEALTH  
Robin Roberts
- COMMUNITY DEVELOPMENT  
Wendy Sugimura
- COUNTY CLERK-RECORDER  
Scheereen Dedman
- COUNTY COUNSEL  
Stacey Simon, Esq.
- ECONOMIC DEVELOPMENT  
Jeff Simpson
- EMERGENCY MEDICAL SERVICES  
Bryan Bullock
- FINANCE  
Janet Dutcher  
CPA, CGFM, MPA
- INFORMATION TECHNOLOGY  
Milan Salva (Interim)
- PROBATION  
Karin Humiston
- PUBLIC HEALTH  
Kathy Peterson (Interim)
- PUBLIC WORKS  
Paul Roten
- SOCIAL SERVICES  
Kathy Peterson

To: Mono County Board of Supervisors

From: Mary Booher, Interim County Administrative Officer

Re: Appointment of Sandra Moberly as County Administrative Officer

**Strategic Plan Focus Areas Met**

- A Thriving Economy     Safe and Healthy Communities
- Sustainable Public Lands     Workforce & Operational Excellence

**Discussion:**

In March 2023 County Administrative Officer (CAO) Bob Lawton resigned. Since that time, Mary Booher has been the Interim County Administrative Officer. The County contracted with Peckham and McKenney to conduct a recruitment for a permanent CAO. After an extensive recruitment, an interview panel of Department Heads, and interviews with the Board of Supervisors, the Board has selected Sandra Moberly as CAO.

Sandra has worked for the Town of Mammoth Lakes for 16 years and is currently serving as the Community and Economic Development Director. While working for the Town, Sandra has continued to further her education to prepare her for this role. As a Mono County resident, Sandra is looking forward serving the community where she lives and is raising her family.

If this contract is approved today, Sandra will start in this position effective August 21, 2023.



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPOINTING SANDRA J. MOBERLY AS COUNTY ADMINISTRATIVE OFFICER  
AND APPROVING AND EMPLOYMENT AGREEMENT PRESCRIBING THE TERMS  
AND CONDITIONS OF SAID EMPLOYMENT**

**WHEREAS**, the Mono County Board of Supervisors has authority under Section 2.84.030 of the Mono County Code to appoint a County Administrative Officer (“CAO”) for Mono County; and

**WHEREAS**, under Section 2.84.030 and Section 25300 of the California Government Code, the Board of Supervisors is authorized to prescribe the compensation and other terms and conditions of the CAO’s employment;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES THAT:**

**SECTION ONE:** Sandra J. Moberly is appointed County Administrative Officer for the County of Mono effective August 21, 2023.

**SECTION TWO:** The Agreement Regarding Employment of Sandra J. Moberly, a copy of which is attached hereto as an exhibit and incorporated by this reference, prescribing the terms and conditions of Ms. Moberly’s employment as County Administrative Officer shall govern said employment. The Chair of the Board of Supervisors shall execute the Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this 11<sup>th</sup> day of July 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Rhonda Duggan, Chair  
Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

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

**EMPLOYMENT AGREEMENT OF SANDRA J. MOBERLY  
AS COUNTY ADMINISTRATIVE OFFICER FOR MONO COUNTY**

This Agreement is entered into by and between Sandra J. Moberly and the County of Mono (hereinafter “County”).

**I. RECITALS**

The County wishes to employ Sandra J. Moberly hereinafter (“Ms. Moberly”) as its County Administrative Officer in accordance with the terms and conditions set forth in this Agreement. Ms. Moberly wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence August 21, 2023, and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. Commencing August 21, 2023, Ms. Moberly shall be employed by Mono County as its County Administrative Officer (CAO) serving at the will and pleasure of the Board of Supervisors. Ms. Moberly accepts such employment. The Board of Supervisors shall be deemed the “appointing authority” for all purposes with respect to Ms. Moberly’s employment. The Board of Supervisors and Ms. Moberly will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Moberly’s work. Ms. Moberly’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Board of Supervisors in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Moberly’s salary shall be initially set at Range 25, Step E of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (most recently adopted by Resolution R23-016 on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County. In addition, Ms. Moberly shall be entitled to an assigned County vehicle which she may use for County business and commute purposes. Notwithstanding anything to the contrary in the County’s vehicle policy (most recently adopted by Resolution R21-89 on December 21, 2021), Ms. Moberly may use assigned vehicle to transport her children to school or other locations (e.g., doctor’s visits) within Mammoth Lakes.
4. Ms. Moberly understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with

PERS and/or County policy. County understands that Ms. Moberly is a “classic” member as described in the California Public Employees’ Retirement law and is therefore entitled to the 2.5% at age 55 retirement formula under that system.

5. Ms. Moberly shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Notwithstanding the foregoing, Ms. Moberly shall commence employment with a vacation bank of 80 hours and a sick leave bank of 40 hours. Additionally, her vacation accrual shall take into account her 17 years of service for the Town of Mammoth Lakes, and she shall therefore initially accrue 19 days of vacation per year pursuant to Article 9 of the Management Benefits Policy. Pursuant to the Management Benefits Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, Ms. Moberly shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2023, to reflect Ms. Moberly’s August 21, 2023, start date. Ms. Moberly understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.
6. To the extent deemed appropriate by the Board of Supervisors, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Moberly’s full participation in applicable professional associations, for her continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Moberly shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Moberly’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Moberly understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Moberly cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore,

should Ms. Moberly's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Moberly's employment, the Board of Supervisors may terminate Ms. Moberly's employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Moberly understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Board of Supervisor may, in its discretion, take during Ms. Moberly's employment.
10. In the event of a termination without cause, Ms. Moberly shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Moberly shall not be entitled to any severance pay in the event that the Board of Supervisors has grounds to discipline her on or about the time it gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Moberly shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Moberly may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Moberly shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Moberly.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Moberly's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing.

Rather, the parties intend that Ms. Moberly's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Ms. Moberly shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Moberly is convicted of a crime involving abuse of office or position.

14. Ms. Moberly acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Moberly further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

### **III. EXECUTION**

This Agreement is executed by the parties this 11<sup>th</sup> day of July, 2023.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
SANDRA J. MOBERLY

\_\_\_\_\_  
By: RHONDA DUGGAN, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: Community Development**

**TIME REQUIRED** 30 minutes

**SUBJECT** Walker Basin Conservancy  
Introduction & Presentation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Wendy Sugimura, Community  
Development Director and Peter  
Stanton, Walker Basin Conservancy,  
Executive Director

**AGENDA DESCRIPTION:**

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

Presentation by Peter Stanton regarding the Walker Basin Conservancy's programs and accomplishments, including water transfer projects.

**RECOMMENDED ACTION:**

None, informational only. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 760-924-1814 / wsugimura@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">MOU - NFWF/Mono County</a>
<a href="#">WBC presentation slides</a>

**History**

Time	Who	Approval
6/28/2023 2:23 PM	County Counsel	Yes
6/26/2023 5:00 PM	Finance	Yes

6/30/2023 9:40 AM

County Administrative Office

Yes

# Mono County Community Development Department

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
[commdev@mono.ca.gov](mailto: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)

July 11, 2023

**To:** Mono County Board of Supervisors

**From:** Wendy Sugimura, Director

**Re: Walker Basin Conservancy Program Updates**

## **RECOMMENDED ACTION**

None; informational only. Provide any desired direction to staff.

## **FISCAL IMPACT**

None at this time.

## **BACKGROUND**

Walker Lake is a salty terminal lake, similar to Mono Lake, in Nevada at the end of the Walker River which begins in the Sierra Nevada Mountains and runs through Antelope Valley and Bridgeport Valley (for a map, please visit <https://webapps.usgs.gov/walkerbasinhydromapper/#home>). During the last quarter of the 19th century, farmers and ranchers established communities in the Walker Basin and natural flows from the Walker River were diverted to support hay, pasture and other irrigated crops. As a result of declining water levels, the salinity of Walker Lake has increased dramatically to the point that the general health of the ecosystem is at risk and the lake can no longer support its native fish and wildlife populations.

In 2009, the Walker Basin Restoration Program was established by Public Law 111-85 for the primary purpose of restoring and maintaining Walker Lake, funded by the Desert Terminal Lakes Fund which Congress established for the benefit of at-risk natural desert terminal lakes and associated riparian and watershed resources. In 2012, the National Fish and Wildlife Foundation (NFWF) and Mono County entered into a Memorandum of Understanding (MOU) in response to concerns about the impact of potential water lease or sale programs dedicated to raising the level of Walker Lake (see Attachment 1). The MOU established that the Mono County Board of Supervisors will review, comment upon, and consider approving a proposal prior to appropriation of any funds by NFWF for the lease or purchase of land, water appurtenant to the land, or related interests for Walker Lake restoration.

In 2015, NFWF provided a grant award to Mono County to develop a water lease or transfer program proposal and conduct environmental review under CEQA. The project had various starts and stops related to grant scope changes, staffing challenges, interruption by COVID, and ultimately an administrative draft of the program and Environmental Impact Report were available with contract staff secured to complete the project, but the funding was no longer available through NFWF. However, underlying MOU remains in place, continuing to give the Board the authority and responsibility to review and approve of purchases of land, water, or related interests for Walker Lake restoration.

Concurrently in 2015, the Walker Basin Conservancy (WBC; <https://www.walkerbasin.org/>) was established to lead the effort to restore Walker Lake. The WBC works to restore and maintain Walker Lake while protecting agricultural, environmental, and recreational interests throughout the Walker Basin, and has entered into water transfer agreements that include management of the associated resources and economic impacts.

These programs have been developed along separate but parallel tracks, and the WBC's work provides new context and information that was not previously available when the original MOU was established. Therefore, the purpose of this agenda item is to introduce the Walker Basin Conservancy and their work.

## **DISCUSSION**

According to the Walker Basin Conservancy's (WBC's) 10-year report, the WBC is passionate about reversing the collapse of Walker Lake and strives to balance agricultural interests, wildlife needs, cultural activities, and recreational use, while creating sustainable landscapes

(<https://static1.squarespace.com/static/550a1fc8e4b0e1de27f15703/t/61b8e51632b0eb4c0fbb2400/1639507224245/WBC-10+Year+Report-TB70-Final-LowRes.pdf>). Conservancy staff work alongside AmeriCorps National Service Members to accomplish on-the-ground restoration goals. AmeriCorps is a national service program that provides opportunities for young adults and new professionals to learn conservation principles and develop new skills while completing valuable service projects on our public lands.

The WBC's stewardship includes efforts such as native plant revegetation, noxious weed control, and streambank stabilization improve habitat for important species like sage grouse and Lahontan cutthroat trout. They also benefit the local community by decreasing wildfire risk, suppressing dust, and preventing erosion while keeping the local agricultural economy strong.

The WBC's Executive Director, Peter Stanton, will provide the Board with an overview of the Conservancy's accomplishments and programs, as well as the results of water transfer projects and management (see Attachment 2).

## **ATTACHMENTS:**

1. NFWF and Mono County Memorandum of Understanding
2. Walker Basin Conservancy presentation slides

**BOARD OF SUPERVISORS  
COUNTY OF MONO  
P.O. BOX 715, BRIDGEPORT, CA 93517  
(760) 932-5534/5538 Fax (760) 932-5531**

***Lynda Roberts***  
***Clerk of the Board***

**MEETING of  
MARCH 13, 2012**

***Linda Romero***  
***Assistant Clerk of the Board***

**MINUTE ORDER  
M12-59  
Agenda Item: 12a**

**TO: County Counsel**

**SUBJECT: Memorandum of Understanding with National Fish and Wildlife  
Foundation**

Approve County entry into proposed Memorandum of Understanding (MOU) and  
authorize Chair to execute said MOU on behalf of the County.

**Hansen moved; Hunt seconded**

**Vote: 5 yes; 0 no**

Copies sent to:  
CAO  
County Counsel  
Other:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NATIONAL FISH AND WILDLIFE FOUNDATION  
AND THE COUNTY OF MONO  
REGARDING THE IMPLEMENTATION OF A WATER LEASING PROGRAM AND/OR WATER PURCHASE  
PROGRAM WITHIN THE CALIFORNIA PORTIONS OF THE WALKER RIVER BASIN  
INCLUDING CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE**

**WHEREAS**, Section 2507 of the Farm Security and Rural Investment Act of 2002 (P.L. 107-171) appropriated \$200 million to the U.S. Bureau of Reclamation for the purpose of providing water to at-risk natural desert terminal lakes, including Walker Lake in Nevada, and Section 2807 of the Food, Conservation, and Energy Act of 2008 (P.L. 110-246) appropriated an additional \$175 million for that same purpose (the "Desert Terminal Lakes Fund" or "DTL Fund"); and

**WHEREAS**, Congress allocated \$70 million of the Desert Terminal Lakes Fund to the University of Nevada to (among other things) acquire, from willing sellers, land, water appurtenant to the land, and related interests in the Walker River Basin, Nevada (the "Water Acquisition Program")(P.L. 109-103); and

**WHEREAS**, in 2009, Congress substituted the National Fish and Wildlife Foundation (NFWF) for the University of Nevada as the entity authorized to carry out the Water Acquisition Program and, separately, established the Walker Basin Restoration Program (P.L. 111-85) for the primary purpose of restoring and maintaining Walker Lake, and together with the U.S. Bureau of Reclamation has allocated additional funds from the Desert Terminal Lakes Fund for that purpose; and

**WHEREAS**, as part of the Walker Basin Restoration Program, Congress allocated \$25 million from the DTL Fund to the Walker River Irrigation District (District), to administer and manage a 3-year water leasing demonstration program in the Walker River Basin, to be carried out by the District in accordance with an agreement between it and NFWF (the "Water Leasing Demonstration Program"), which may include the participation of willing lessors in Mono County, whose lands lie outside the jurisdiction of the District; and

**WHEREAS**, the Consolidated Appropriations Act for 2012 (P.L. 112-74, Division B, Section 208) amended prior DTL authorities to make clear that funds derived from the Desert Terminal Lakes Fund may be used to lease or purchase water from willing sellers "for the benefit at-risk natural desert terminal lakes and associated riparian and watershed resources" throughout the affected geography, and thus potentially allows NFWF to use Water Acquisition Program funds to purchase and/or lease water from willing sellers in the California portions of the Walker River Basin. (The Water Leasing Demonstration Program and the Water Acquisition Program, as applicable to the lease or purchase of land, water appurtenant to the land, or related interests within the California portions of the Walker River Basin, are collectively referred to in this agreement as the "California Programs."); and

**WHEREAS**, the Mono County Resource Conservation District (RCD) is interested in facilitating the development of environmental and/or other information related to the California Programs for the purposes of aiding in their design and implementation, contributing to informed decision making, and furthering compliance with the California Environmental Quality Act (CEQA); and

**WHEREAS**, NFWF believes that local input into the development of the California Programs and, ultimately, review and approval of those Programs by a locally-elected decision making body such as the Mono County Board of Supervisors prior to their implementation will increase the likelihood that the California Programs are appropriately and beneficially carried out and, as a result, ultimately successful in achieving the goals of the Water Leasing Demonstration Program and/or the Water Acquisition Program. Accordingly, NFWF desires to provide for such input and approval in accordance with the terms and conditions set forth in this MOU; and

**WHEREAS**, the Mono County Board of Supervisors desires and is willing to review (including environmental review as required by the California Environmental Quality Act), comment upon, and consider for approval proposal(s) for implementation of a short-term water leasing demonstration program, or such other proposals for implementation of the California Programs as may be presented to it by the District, the RCD or other parties working in conjunction with the District and/or NFWF in order to fulfill the purposes and objectives of the Walker Basin Restoration Program as they may pertain to willing participants in California, in accordance with the terms and conditions set forth in this MOU;

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, NFWF AND THE COUNTY OF MONO DO HEREBY AGREE AS FOLLOWS:**

1. NFWF will work with the RCD or other parties to develop one or more grant agreements to support development of the California Programs and will not expend, nor authorize the expenditure of, funds appropriated to the Desert Terminal Lakes Fund for the lease or purchase of land, water appurtenant to the land, or related interests within Mono County unless and until the Mono County Board of Supervisors has reviewed, commented upon, and concurred with the scope and nature of the California Programs and complied with its obligations under CEQA.
2. The Mono County Board of Supervisors will review, comment upon, and consider approving a proposal presented to it by the RCD (or other parties working in conjunction with NFWF) for implementation of a short-term Water Leasing Demonstration Program within Mono County, as well as such other proposal(s) for implementation of the California Programs which may be presented to it, subject to the conditions stated in paragraphs 3 and 4 below, and will work in good faith to support their timely consideration. The Board's approval shall not be unreasonably withheld.
3. The costs of processing, environmental review, and related expenses associated with consideration of the proposal(s) by the Board of Supervisors shall be paid by the

applicant/proponent in accordance with the County's standard environmental processing procedures, unless otherwise agreed to in writing by the County.

4. As required by CEQA, the Board of Supervisors shall retain discretion to conditionally approve, approve, disapprove, or modify any proposal presented to it pursuant to this agreement for implementation of the California Programs.
5. This MOU shall remain in effect for the duration of NFWF's Program grant agreement with the Bureau of Reclamation, including any renewal thereof or subsequent grant agreement involving substantially the same programs or activities, unless it is terminated sooner by the mutual written consent of the parties; may be amended from time to time by the mutual written consent of the parties; and shall be enforced only by action seeking specific performance and/or injunctive relief.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 13th DAY OF March, 2012.

NATIONAL FISH AND WILDLIFE FOUNDATION

Jeff Trandahl  
Jeff Trandahl, Executive Director

2/28/2012  
Date

COUNTY OF MONO

William M. Bauer  
Chair, Board of Supervisors

3-13-12  
Date





Walker  
Basin  
Conservancy

← TRAIL →

RIVER



# Walker Basin Conservancy Program Updates

July 11, 2023



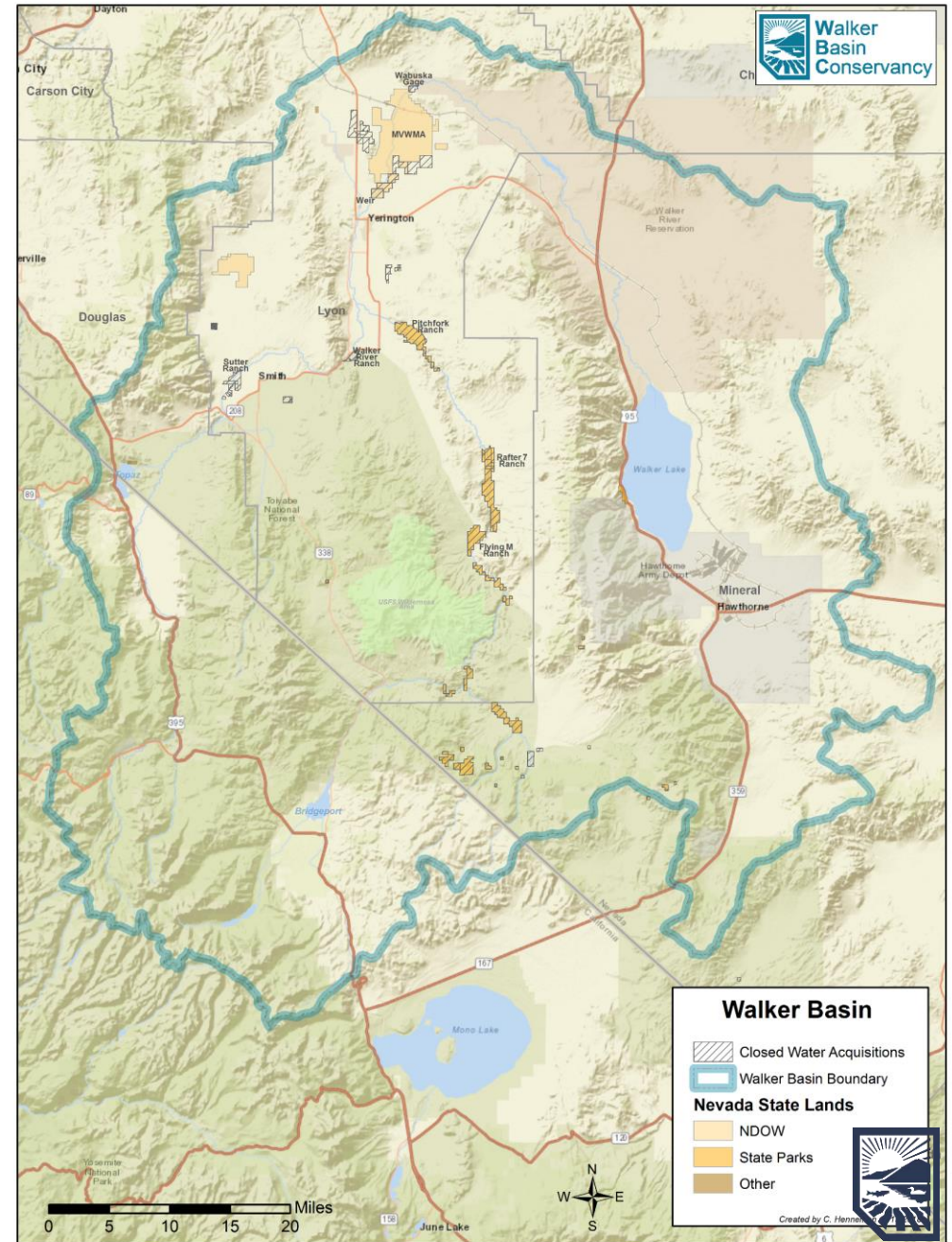
# Walker Basin Conservancy

Protect the watershed of the Walker River Basin and Restore Walker Lake

Protect water rights for environmental benefit

Improve habitat on former monoculture

155 ranchers have participated



# Walker Lake

Supported 50% of Mineral  
County economy

Traditional homeland of Walker  
River Paiute Tribe (Agai Dicutta)

World-class fishery

Annual Loon Festival



# Walker Lake

Lost 90% of its volume since 1850s due to upstream river diversions

Currently in complete ecosystem collapse

Too saline to support fish life  
Last trout caught 2009



# Environmental Water Transactions

155 ranchers have participated

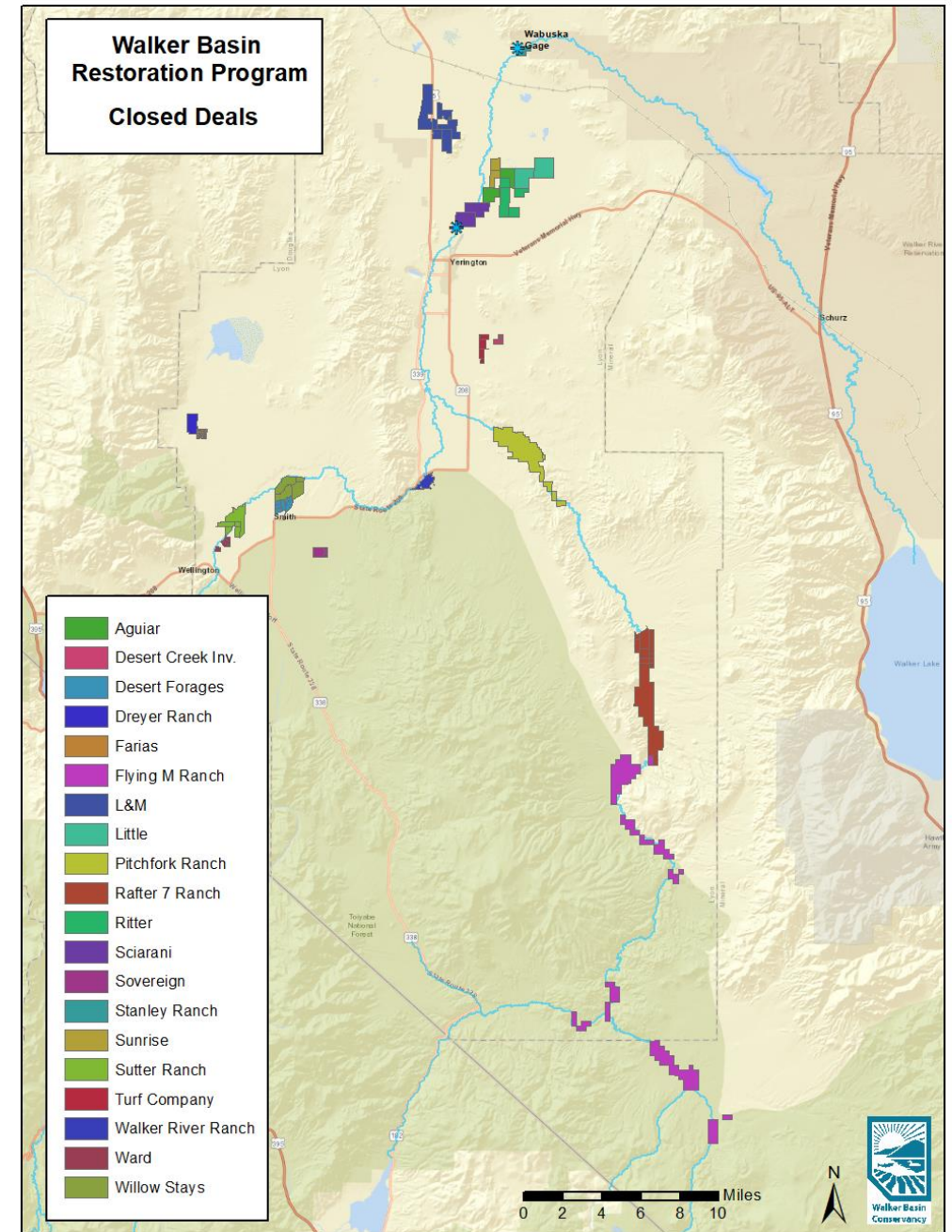
22 Permanent water rights transactions

26,000 afa

\$108,000,000 in transactions

4<sup>th</sup> year of storage leasing program

All water tracked transparently online



# Public Access and Recreation

Created public access to 29 miles of the Walker River

Established new Nevada state park –  
Walker River State Recreation Area  
100,000 visitors first 3 years

Expanded Mason Valley Wildlife  
Management Area



# Habitat Restoration and Land Management

30 staff members and 30 AmeriCorps members mainly working on revegetation

Improved habitat on more than 5,000 acres of former monoculture

Every transaction includes long-term land use planning



# Walker River State Recreation Area

Conservancy donated Pitchfork,  
Rafter 7 and Flying M Ranches to  
State of Nevada

Conservancy re-vegetated more  
than 2,500 acres

Park is gateway to 65+ miles of the  
East Walker River

100,000 visitors first 3 years





# Dreyer Ranches

300 Acres in Smith Valley, Nevada

Water-only sale

Conservancy worked with  
landowner to convert hay operation  
to irrigated grazing

Satellite imagery from June 2023

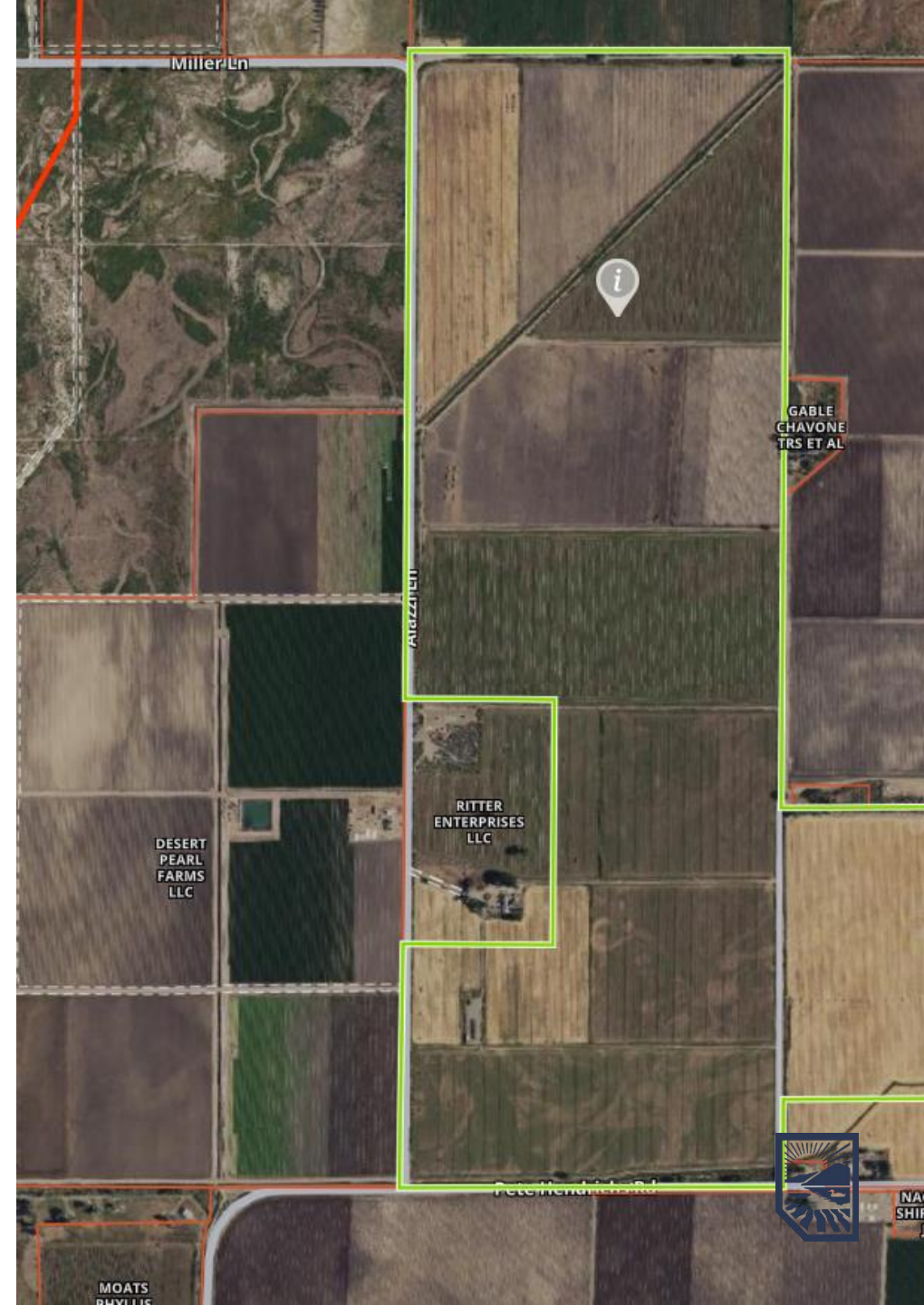


# Ritter

574 acres in Mason Valley

Three-way deal with local grower

Currently in row crop vegetable production



# Community Involvement

Environmental education with Boys and Girls Club and Schurz Elementary

Board of Directors of Yerington Chamber of Commerce

Lyon County and Smith Valley Advisory Board volunteer partnerships



# 2023 Walker Lake

Walker Lake up 13 feet year-to-date

Record river discharge of 605,000  
acre-feet forecast

Walker Lake forecast to rise 15+ feet

Estimated 2 consecutive years of  
similar flows could re-establish  
fishery at Walker Lake





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: Emergency Medical Services**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Bryan Bullock, Chief Emergency  
Medical Services

**SUBJECT** Four New Zoll Heart Monitors for  
Frontline Ambulances

**AGENDA DESCRIPTION:**

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

Proposed contract with Zoll Medical Corporation to purchase four Zoll X Series Heart Monitors with all necessary accessories and four-year service plans.

**RECOMMENDED ACTION:**

Approve, and authorize Bryan Bullock, Chief of Mono County Emergency Medical Services (MCEMS) to purchase four Zoll X Series Heart Monitors with necessary accessories and four-year service plans on behalf of the County in an amount not to exceed \$173,705.86.

**FISCAL IMPACT:**

The total financial impact of four heart monitors will be \$173,705.86.

**CONTACT NAME:** Bryan Bullock

**PHONE/EMAIL:** 7609244632 / bbullock@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Quote for 4 Monitors, all necessary equipment and 4/yr service plan</a>
<a href="#">Contract</a>

**History**

Time

Who

Approval

7/6/2023 3:38 PM	County Counsel	Yes
7/6/2023 7:04 PM	Finance	Yes
7/6/2023 8:36 PM	County Administrative Office	Yes



# County of Mono EMS Department

**Bryan Bullock**  
Chief of Mono County EMS

June 15, 2023

To: Mono County Board of Supervisors

From: Bryan Bullock, Chief of Mono County EMS

RE: Purchase of 4 Zoll X Series Heart Monitors

**Recommended Action:**

Authorize Bryan Bullock/Chief of MCEMS to purchase 4 Zoll X Series Heart Monitors with necessary accessories and 4-year service plans on behalf of the County, in an amount not to exceed \$173,705.86.

**Discussion:**

On the May 1st, 2023 Budget Workshop, the Board identified \$100,000 of one-time funds to be included in the FY 2023-24 Budget in support of the purchase of two heart monitors. But with the increase in prices that are anticipated by next year, coupled with the ability to receive \$20,250 credit with the trade in of our current monitors, I request that four heart monitors are purchased. This will be an added \$73,705.86 over the \$100,000 that was discussed on May 1<sup>st</sup>, but again, was for two only. These heart monitors will replace the monitors nearing their end of service life. The current monitors were purchased in 2014 and 2016 and are on the frontline rigs stationed at the four medic stations throughout the County. Three of these monitors will be returned for credit as mentioned above, and one will be kept as a back-up until it is no longer serviceable. This will ensure that all four of our primary frontline ambulances will have a new heart monitor, that will continue to provide quality advanced cardiac life support care.



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Quote No: Q-59452 Version: 2

Mono County Emergency Medical Services  
199 Twin Lakes Rd.  
Bridgeport, CA 93517

Quote No: Q-59452  
Version: 2

ZOLL Customer No: 160972

Issued Date: July 3, 2023  
Expiration Date: July 30, 2023

\*Bryan Bullock  
760-932-9813  
bbullock@mono.ca.gov

Terms: NET 30 DAYS

FOB: Destination  
Freight: Free Freight

Prepared by: Duane Anderson  
EMS Territory Manager  
duane.anderson@zoll.com  
+1 6266640471

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	949804	601-2231112-01	<p><b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	4	\$52,644.00	\$37,841.36	\$151,365.44
2	949804	8000-001128	<b>Accuvent Flow Tube (Box of 10)</b>	2	\$762.00	\$580.56	\$1,161.12





**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Mono County Emergency Medical Services  
 Quote No: Q-59452 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	949804	8000-0895	<b>Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs</b>	2	\$186.00	\$133.87	\$267.74
4	949804	REUSE-09-2MQ	<b>Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector</b>	2	\$63.00	\$44.62	\$89.24
5	949804	8000-0580-01	<b>Six Hour Rechargeable, SurePower II Smart Battery</b>	2	\$957.00	\$421.00	\$842.00
6		8000-000393-01	<b>X Series Carry Case, Premium</b>	4	\$424.00	\$424.00	\$1,696.00
7		8778-89044-WF	<p><b>X Series - Worry-Free Service Plan - 4 Years On-Site At Time of Sale</b></p> <p>Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE: Includes one device outer housing replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. Cosmetic damage that does not affect the integrity of the device would not require outer housing replacement. • BATTERY REPLACEMENT PROGRAM: Batteries must be maintained per ZOLL recommended maintenance program - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower II battery or SurePower Charger display a fault - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician. - Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale) - For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale)</p>	4	\$8,315.00	\$6,682.00	\$26,728.00
8		7800-0218-61	<p><b>All Stryker ALS (Non LP 15) Trade-In Devices Allowance (EMS Group)</b></p> <p>See Trade Unit Considerations.</p>	3		(\$250.00)	(\$750.00)
9		6008-9901-61	<p><b>ZOLL X Series Trade In Allowance (EMS Group)</b></p> <p>See Trade Unit Considerations.</p>	3		(\$6,500.00)	(\$19,500.00)

Subtotal: \$161,899.54



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: [esales@zoll.com](mailto:esales@zoll.com)

Mono County Emergency Medical Services  
Quote No: Q-59452 Version: 2

Estimated Tax: \$11,806.32

**Total: \$173,705.86**

Contract Reference	Description
949804	Reflects GPO NPP 2020 - Contract No. PS20200 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations
Trade-In values valid through July 30, 2023 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on July 30, 2023. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting [www.zollwebstore.com](http://www.zollwebstore.com).



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Mono County Emergency Medical Services  
Quote No: Q-59452 Version: 2

**Order Information (to be completed by the customer)**

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes      PO Number: \_\_\_\_\_      PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Mono County Emergency Medical Services**

Authorized Signature:

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# ZOLL Standard Commercial Terms and Conditions

Effective Date: March 13, 2023

1. GENERAL. This agreement constitutes the entire agreement between the Customer and ZOLL with respect to the purchase and sale of the products described in the EDI transmission, and only representations or statements contained herein shall be binding upon ZOLL as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon ZOLL unless made in writing and signed by a duly authorized representative of ZOLL. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by the Customer. To the extent that this writing may be treated as an acceptance of the Customer's prior offer, such acceptance is expressly made conditional on assent by the Customer to the terms hereof, and, without limitation, acceptance of the goods by the Customer to the terms hereof, and, without limitation, acceptance of the goods by the Customer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in current contracts, payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid. The Customer is responsible for all Attorney or Agency fees incurred by ZOLL due to actions taken as a result of default in payment. ZOLL reserves the right at any time to change or rescind payment terms based on assessment of Customer's financial condition or prior payment record.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES. The pricing quoted does not include sales use, excise, or other similar taxes or any duties or customs charges. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation). In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. SHIPPING & HANDLING. The pricing quoted does not include any shipping & handling charges. The Customer shall pay in addition for the prices quoted the amount of any shipping & handling charges.

7. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical

Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) If the Customer receives authorization from ZOLL Medical Corporation to return a product for credit; then the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price. Notwithstanding the foregoing, products categorized as consumables or disposables (for example electrodes, catheters, cartridges, and related accessories) are non-returnable unless the products (a) were shipped in error by ZOLL and are returned within thirty (30) calendar days of the invoice date, (b) are non-conforming or defective and returned within the applicable warranty period, or (c) are those of which ZOLL specifically authorized in writing for return. Products returned without ZOLL's prior written authorization shall be refused. Products authorized for return and returned within thirty (30) calendar days must be unopened, undamaged and properly packaged by the Customer to prevent damage during shipping. ZOLL will not issue a return credit for products that are damaged during shipment. The customer is responsible for any return freight charges.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments without in any way affecting its right under such

order. If, despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This agreement may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. TRADEMARKS. Customer shall not use ZOLL's name, logo, trademarks, trade names, trade dress, design, look and feel or other proprietary rights (together "Proprietary Rights") in any of its advertising, promotional communications, publications or other work without the prior written permission of ZOLL. Any such use shall be solely for the purpose of identifying ZOLL as the source of the referenced product(s) and shall not imply any other relationship between ZOLL and Customer. Customer must not remove, obfuscate, deface, cover or alter any ZOLL mark or other mark nor add any ZOLL mark or other mark to any materials provided by ZOLL nor to any Product or its packaging. Neither Customer nor its agents will register or use any trademark that may cause confusion with ZOLL Proprietary Rights.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: County Administrative Office**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Mary Booher, Interim County  
Administrative Officer

**SUBJECT** Ordinance Adding Chapter 2.05 to  
the Mono County Code - County  
Departmental Structure

**AGENDA DESCRIPTION:**

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

Proposed ordinance adding Chapter 2.05 to the Mono County Code to set forth the County's departmental structure, including consolidation of the departments of Public Health and Social Services into a single County department of Health and Human Services.

**RECOMMENDED ACTION:**

Introduce, read title, and waive further reading of proposed ordinance adding Chapter 2.05 to the Mono County Code "County Departmental Structure." Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 7606483270 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">HHS Ordinance Staff Report</a>
<input type="checkbox"/> <a href="#">Ordinance</a>
<input type="checkbox"/> <a href="#">Attachment to Ordinance</a>

**History**

Time

Who

Approval



7/6/2023 3:38 PM	County Counsel	Yes
6/22/2023 1:48 PM	Finance	Yes
7/6/2023 4:44 PM	County Administrative Office	Yes



July 11, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Interim County Administrative Officer

RE: Ordinance Adopting Mono County Code  
Chapter 2.05 - County Departmental Structure

**BOARD OF SUPERVISORS**

CHAIR  
Rhonda Duggan / District 2

VICE CHAIR  
John Peters / District 4  
Bob Gardner / District 3  
Lynda Salcido / District 5  
Jennifer Kreitz / District 1

**COUNTY DEPARTMENTS**

ASSESSOR  
Hon. Barry Beck

DISTRICT ATTORNEY  
Hon. David Anderson

SHERIFF / CORONER  
Hon. Ingrid Braun

ANIMAL SERVICES  
Chris Mokracek (Interim)

BEHAVIORAL HEALTH  
Robin Roberts

COMMUNITY DEVELOPMENT  
Wendy Sugimura

COUNTY CLERK-RECORDER  
Scheereen Dedman

COUNTY COUNSEL  
Stacey Simon, Esq.

ECONOMIC DEVELOPMENT  
Jeff Simpson

EMERGENCY MEDICAL  
SERVICES

Bryan Bullock

FINANCE  
Janet Dutcher  
CPA, CGFM, MPA

INFORMATION  
TECHNOLOGY

Milan Salva (Interim)

PROBATION  
Karin Humiston

PUBLIC HEALTH  
Kathy Peterson (Interim)

PUBLIC WORKS  
Paul Roten

SOCIAL SERVICES  
Kathy Peterson

**Strategic Plan Focus Areas Met**

- A Thriving Economy
- Safe and Healthy Communities
- Mandated Function
- Sustainable Public Lands
- Workforce & Operational Excellence

**Discussion**

In late 2022, in order to provide public transparency regarding County functions and responsibilities, County Counsel drafted the attached ordinance setting forth the existing departmental structure of the County. The ordinance lists departments and delineates lines of responsibility and supervision and is intended to be codified in the Mono County Code where it would be accessible to the public and staff. The ordinance includes all County departments and offices, categorizing them by reporting structure and other criteria.

The ordinance was not brought forward in 2022 due to the press of other business. It is being brought forward today as a housekeeping matter, but also serves as a vehicle to implement the Board's decision and direction on April 4, 2023 that the departments of Public Health and Social Services be consolidated. Specifically, due to the timing in which the ordinance is presented, it reflects the Board's direction – with the consolidated department listed as Health and Human Services and the separate departments of Social Services and Public Health eliminated.

This ordinance is on your agenda today for introduction (first reading) only. At your July 18, 2023, meeting (when this ordinance would be agendized for adoption) various other actions related to the consolidation of Public Health and Social Services will also be agendized. These include a job description, employment agreement and allocation list amendment resolution for the position of Health and Human Services Director. Accordingly, the materials to effectuate that transition will all be presented for approval on the same date. Today the Board is simply being asked to introduce, read title and waive further reading of the proposed ordinance so that timing aligns with other actions.



ORD23-\_\_

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS ADDING CHAPTER 2.05  
TO THE MONO COUNTY CODE  
“COUNTY DEPARTMENTAL STRUCTURE”**

**WHEREAS**, the County’s departmental structure is not currently outlined in the Mono County Code or any formal document of the County where it is accessible to the public or County officials and staff; and

**WHEREAS**, in April of 2023, the Board directed that the departments of Public Health and Social Services be consolidated into a single department for the purpose of enhancing customer service and access to public resources; and

**WHEREAS**, Exhibit A, which is attached hereto and incorporated by this reference, contains the text of a new Chapter 2.05 to be added to the Mono County Code for the purposes of codifying the departmental structure of the County, making it accessible and transparent and, in doing so, contributing to the implementation of the Board’s April decision to consolidate the departments of Public Health and Social Services;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS** that:

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1           **SECTION ONE:** Mono County Code Chapter 2.05: “County Departmental Structure”,  
2 which is set forth in its entirety in Exhibit A, is hereby adopted.

3           **SECTION TWO:** This ordinance shall become effective 30 days from the date of its  
4 adoption and final passage, which appears immediately below. The Clerk of the Board of  
5 Supervisors shall post this ordinance and also publish it in the manner prescribed by Government  
6 Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the  
7 Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take  
8 effect until 30 days after the date of publication.

9           **PASSED, APPROVED and ADOPTED** this 18<sup>th</sup> day of July, 2023, by the following  
10 vote, to wit:

11           **AYES:**

12           **NOES:**

13           **ABSENT:**

14           **ABSTAIN:**

15  
16  
17           \_\_\_\_\_  
18 Rhonda Duggan, Chair  
19 Mono County Board of Supervisors

20           **ATTEST:**

21           **APPROVED AS TO FORM:**

22           \_\_\_\_\_  
23 Clerk of the Board

24           \_\_\_\_\_  
25 County Counsel

## EXHIBIT A

### Chapter 2.05 COUNTY DEPARTMENTAL STRUCTURE

#### Sections:

#### **2.05.010 – County Department Structure**

#### **2.05.020 – Departments Managed by Elected Department Heads**

#### **2.05.030 – Departments Managed by Board-Appointed Department Heads**

#### **2.05.040 – Departments Managed by County Administrator-Appointed Department Heads**

#### **2.05.050 – Office of the Agricultural Commissioner**

#### **2.05.060 – Veterans’ Services Office**

#### **2.05.070 – Probation Department**

#### **2.05.080 – Farm Advisor**

#### **2.05.010 – County Departmental Structure**

A. The County is comprised of various county departments (or offices), as described in this chapter.

B. Each county department is supervised by a department director or department head, who is elected by the voters of Mono County, appointed by the Mono County Board of Supervisors, appointed by the County Administrative Officer or appointed in collaboration with another County. The Board of Supervisors determines terms and conditions of employment for all department and agency heads, unless otherwise provided.

C. This Chapter memorializes the county departmental structure but does not set forth the duties or statutory requirements of any county department, or of any director thereof. The duties and statutory requirements can be found in other chapters of this Mono County Code and/or applicable law.

#### **2.05.020 – Departments Managed by Elected Department Heads**

Each department listed in this section is managed under the direction of an elected department head who serves at the pleasure of the Mono County electorate. Terms and conditions of the employees of these departments are governed by collective bargaining agreements, applicable personnel rules, and other legally binding authorities.

A. Assessor’s Office

B. District Attorney’s Office

C. Sheriff/Coroner’s Office

#### **2.05.030 – Departments Managed by Board-Appointed Department Heads**

Each department or office listed in this section is managed under the direction of a department director or department head appointed by the Mono County Board of Supervisors and serving at the pleasure of

---

the Board. The terms and conditions of employment are set forth in a contract of employment with each individual director approved by the Board of Supervisors and subject to applicable law and policies. Each of these departments may contain department divisions under the supervision of the department director.

- A. County Administration
- B. County Counsel
- C. Agricultural Commissioner's Office (see also, Section 2.05.050).
- D. Veterans' Services' Office (see also, Section 2.05.060)

**2.05.040 – Departments Managed by County Administrator-Appointed Department Heads**

Each department listed in this section is managed by a department director who is appointed by and serves at the pleasure of the County Administrative Officer, as set forth in Mono County Code Section 2.84.080. The terms and conditions of employment for each department director/department head are set forth in a contract of employment approved by the Board of Supervisors and applicable law. These departments may contain divisions under the supervision of the department director.

- A. Animal Services
- B. Behavioral Health
- C. County Clerk – Recorder/Registrar of Voters/Clerk of the Board
- D. Community Development
- E. Economic Development
- F. Emergency Medical Services
- G. Finance
- H. Health and Human Services
- I. Information Technology
- J. Public Works

**2.05.050 – Office of the Agricultural Commissioner**

A. The Office of the Agricultural Commissioner is managed under the direction of a department director/department head who concurrently serves as the Agricultural Commissioner, Director of Weights and Measures and Pesticide Enforcement Officer (hereafter "Agricultural Commissioner"). Except as provided in subsection B below, the Agricultural Commissioner is appointed by the Board of Supervisors and supervised by the County Administrative Officer according to terms and conditions of employment set forth in a contract of employment approved by the Board of Supervisors and applicable law.

B. Notwithstanding subsection A above, the Agricultural Commissioner is a position that may be shared between or among counties in accordance with applicable law.

C. The Agricultural Commissioner shall be an employee of either Mono County or a partner neighboring county in accordance with the terms and conditions of an agreement between the counties and in accordance with all applicable law.

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### **2.05.060 – Veterans’ Services Office**

A. The Veterans’ Services Office is managed under the direction of the Veterans’ Services Officer. Except as provided in subsection B below, the Veterans’ Services Officer is appointed by the Board of Supervisors and supervised by the County Administrative Officer according to terms and conditions of employment set forth in a contract of employment approved by the Board of Supervisors and applicable law.

B. Notwithstanding subsection A above, the Veterans’ Services Officer is a position that may be shared between or among counties in accordance with all applicable law.

C. The Veteran’s Services Officer shall be an employee of either Mono County or a partner county in accordance with the terms and conditions of an agreement between the counties and in accordance with all applicable law.

### **2.05.070 – Probation Department**

The Probation Department is managed under the direction of the Chief Probation Officer as established by Mono County Code Section 2.48.010. The terms and conditions of employment for the Chief Probation Officer are set forth in the employment agreement for that position and Government Code section 27770.

### **2.05.080 – Farm Advisor**

A. The Mono County Farm Advisor is a position created in partnership with the University of California Cooperative Extension program. This position leverages federal, state, and local funds to assist residents in matters related to agricultural production.

B. The Mono County Farm Advisor is a position that may be shared among counties in accordance with the terms and conditions of an agreement between those counties and in accordance with all applicable law.

C. The Farm Advisor shall be an employee of either Mono County or a partner neighboring county in accordance with the terms and conditions of an agreement between those counties and in accordance with all applicable law.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: Public Works**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Paul Roten, Public Works Director

**SUBJECT** Mono County Jail Facility - Update

**AGENDA DESCRIPTION:**

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

Presentation by Paul Roten regarding the progress on Mono County Jail.

**RECOMMENDED ACTION:**

This presentation is for informational purposes only.

**FISCAL IMPACT:**

Informational only, no change in Fiscal Impacts.

**CONTACT NAME:** Paul Roten

**PHONE/EMAIL:** 7607090427 / proten@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report - MonoCo ADF</a>
<a href="#">Jail Financial Update</a>
<a href="#">Presentation</a>

**History**

Time	Who	Approval
7/3/2023 9:46 AM	County Counsel	Yes
7/6/2023 3:14 PM	Finance	Yes



7/6/2023 4:44 PM

County Administrative Office

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 11, 2023  
To: Honorable Chair and Members of the Board of Supervisors  
From: Paul Roten, Public Works Director  
Re: Mono County Adult Detention Facility Update

## **Background:**

With Senate Bill (SB) 844, Mono County was awarded a \$25,000,000 grant to assist in replacing the Mono County Jail in Bridgeport. The following is a rough overview of the process since that time.

February 2017 - The Board selected the option to construct a new facility at the Old Hospital. This location required the demolition of the existing abandoned hospital.

February 2021 – Mono County established a contract with Lionakis for Architectural Services.

February 2022 – Mono County established a contract with Kitchell for Construction Management Services.

November 2022 – Mono County initiated the bid process for Hazardous Material Abatement and Monitoring.

April 2023 – After the record winter of 2022/2023, Hazardous Material Abatement and Monitoring tasks began.

June 2023 – Mono County received approval by the California State Department of Finance to continue the design process.

June 2023 – With oversight by the State Fire Marshall, Bridgeport Utility District performed an Onsite flow test which showed that the existing water system can support the fire flow requirements of the new facility.

July 2023 – Mono County initiated the bid process for Hospital Demolition and Utility Relocation

## **Discussion:**

The following is a rough overview of the planned schedule moving forward: (Mono County does not have control over Board of State and Community Corrections or the State Fire Marshalls office, both of which have large parts in this project. The schedule is also subject to change due to weather, or other factors.)

July 2023 – Mono County will begin work on Site Compaction bid package.

July 2023 – Lionakis and Kitchell will continue work on the Construction bid package.

August/September 2023 – establish contract for site demolition and utility relocations and begin work.

October/November 2023 – Establish contract for and begin Site Compaction process

November 2023 to March 2024 – Begin Bid Process for Adult Detention Facility Construction.

Spring/Summer 2024 – Begin Construction on Mono County Adult Detention Facility

December 2025 – Begin Occupancy of Facility by Mono County Sheriffs in preparation for inmates.

Please contact me at 760-709-0427 if you have any questions regarding this item.

Respectfully submitted,

Paul Roten



**MONO COUNTY JAIL FACILITY REPLACEMENT PROJECT**

Financial Report - Budget and Actual  
 Project to Date - As of June 26, 20223

<u>Line #</u>	<u>Sub#</u>	<u>Line Item Description</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Remainig Budget</u>
1		Construction	24,029,776.00		24,029,776.00
		Escalation	2,321,277.00		2,321,277.00
		Contingency (6%)	1,581,063.00		1,581,063.00
		Total for Construction	<u>27,932,116.00</u>	<u>-</u>	<u>27,932,116.00</u>
2		Additional Eligible Costs			
	a	Construction Testing and Inspection	450,000.00	-	450,000.00
	b	Plan Checking Services	35,000.00	-	35,000.00
	c	Geotechnical Study and Topographic Surveying	27,350.00	21,258.23	6,091.77
	d	Permits and Fees	299,592.00	-	299,592.00
	e	Furniture, Fixtures & Equipment ("Agency Retained")	639,423.00	-	639,423.00
3	a	Architectural	2,800,804.00	1,807,463.71	993,340.29
4	a	Project/Construction Management	1,189,166.00	291,768.52	897,397.48
5	a	CEQA	-	-	-
6		State Agency Fees (State Fire Marshall)			
	a	State Fire Marshall	150,000.00	1,680.00	148,320.00
	b	Real Estate Due Diligence	16,000.00	11,757.75	4,242.25
	c	Land Survey	25,956.00	-	25,956.00
7	a	Audit	13,000.00	-	13,000.00
8	a	Needs Assessment	130,591.00	121,236.35	9,354.65
9	a	Transition Planning	-	-	-
10	a	County Administration	-	9.17	(9.17)
11	a	Land Value	-	-	-
		<i>Subtotal</i>	<u>5,776,882.00</u>	<u>2,255,173.73</u>	<u>3,521,708.27</u>
		<b>TOTAL BSCC PROJECT COSTS</b>	<u><b>33,708,998.00</b></u>	<u><b>2,255,173.73</b></u>	<u><b>31,453,824.27</b></u>
99		SITE PREPARATION (outside BSCC Project)			
	a	Demolition	1,499,676.00	-	1,499,676.00
	b	Site Preparation		41,146.33	(41,146.33)
					-
					-
		<b>TOTAL SITE PREPARATION</b>	<u><b>1,499,676.00</b></u>	<u><b>41,146.33</b></u>	<u><b>1,458,529.67</b></u>
		<b>TOTAL PROJECT COSTS</b>	<u><b>35,208,674.00</b></u>	<u><b>2,296,320.06</b></u>	<u><b>32,912,353.94</b></u>
<b>FUNDING SOURCES</b>					
<i>BSCC Project:</i>					
		SB 844 Proceeds	25,000,000.00	-	
		<b>TOTAL BSCC FUNDING</b>	<u><b>25,000,000.00</b></u>	<u><b>-</b></u>	<u><b>25,000,000.00</b></u>
		Certificates of Participation	5,344,542.00	2,100,907.35	3,243,634.65
		2011 Criminal Justice Realignment	600,000.00	-	600,000.00
		Criminal Justice Facility Construction trust account	332,813.00	154,266.10	178,546.90
		General Fund	2,431,643.00	-	2,431,643.00
		<b>TOTAL BSCC PROJECT LOCAL FUNDING</b>	<u><b>8,708,998.00</b></u>	<u><b>2,255,173.45</b></u>	<u><b>6,453,824.55</b></u>
<i>Site Preparation Outside BSCC Project</i>					
		Certificates of Participation	1,110,795.50	10,044.11	1,100,751.39
		General Fund	388,880.50	31,102.01	357,778.49
		<b>TOTAL OUTSIDE BSCC PROJECT LOCAL FUNDING</b>	<u><b>1,499,676.00</b></u>	<u><b>41,146.12</b></u>	<u><b>1,458,529.88</b></u>
		<b>TOTAL FUNDING SOURCES</b>	<u><b>35,208,674.00</b></u>	<u><b>2,296,319.57</b></u>	<u><b>32,912,354.43</b></u>
<b>ADDITIONAL LOCAL MATCH RESERVES</b>					
		Bidding Contingency	500,000.00		500,000.00
		Additional Construction Contingency	313,778.50		313,778.50
		<b>TOTAL ADDITIONAL LOCAL MATCH RESERVES</b>	<u><b>813,778.50</b></u>	<u><b>-</b></u>	<u><b>813,778.50</b></u>

# Mono County Jail Update

July 11, 2023



LIONAKIS



# Mono County Jail Update

- ▶ **Demolition of old Mono General Hospital Building**
- ▶ Board of State and Community Corrections key dates
- ▶ Project Schedule
- ▶ Design update
- ▶ Budget update
- ▶ Project Financing
- ▶ Public Outreach
- ▶ Next steps

# Demolition of old Mono General Hospital Building

- ▶ Why this site was selected
  - ▶ County-owned
  - ▶ Building no longer in use due to extreme utility and maintenance costs
  - ▶ Not enough room at existing site
- ▶ Schedule
- ▶ Challenges
  - ▶ Lead
  - ▶ Asbestos

# LRB Process

## STATE LEASE REVENUE BOND FINANCING

Cumbersome Process and Deliverables

- ▶ ~~Project Establishment~~
- ▶ ~~Preliminary Plans (Design Development)~~
- ▶ **Construction Documents**
- ▶ **Ground Lease and Agreements**
- ▶ Authorization to Bid
- ▶ Bid Tabulation and Approval
- ▶ Issuance of Notice to Proceed
- ▶ Construction and Closeout



# LRB Process

## State Agencies Involved in Process:

- ▶ Board of State and Community Corrections (BSCC)
- ▶ State Department of General Services (DGS Real Estate Services Branch)
- ▶ Department of Finance (DOF) and State Public Works Board (SPWB)
- ▶ Office of the State Fire Marshal

# Board of State and Community Corrections

## Key Milestones

### ▶ ~~Project Establishment~~

- ~~▪ Established September 15, 2022 (State Public Works action item)~~

### ▶ ~~Preliminary Plans~~

- ~~▪ Prior anticipated approval of February 13, 2023 (packaged November 2022)~~
- ~~▪ Anticipated approval end of April 2023 (current update)~~

### ➤ Working Drawings

- Approvals from agencies and DOF
- Ground Lease approval
- DOF approval to Bid

### ➤ Bidding

- Bids and conditional BOS approval
- DOF issuance of Notice to Construct

### ➤ Construction

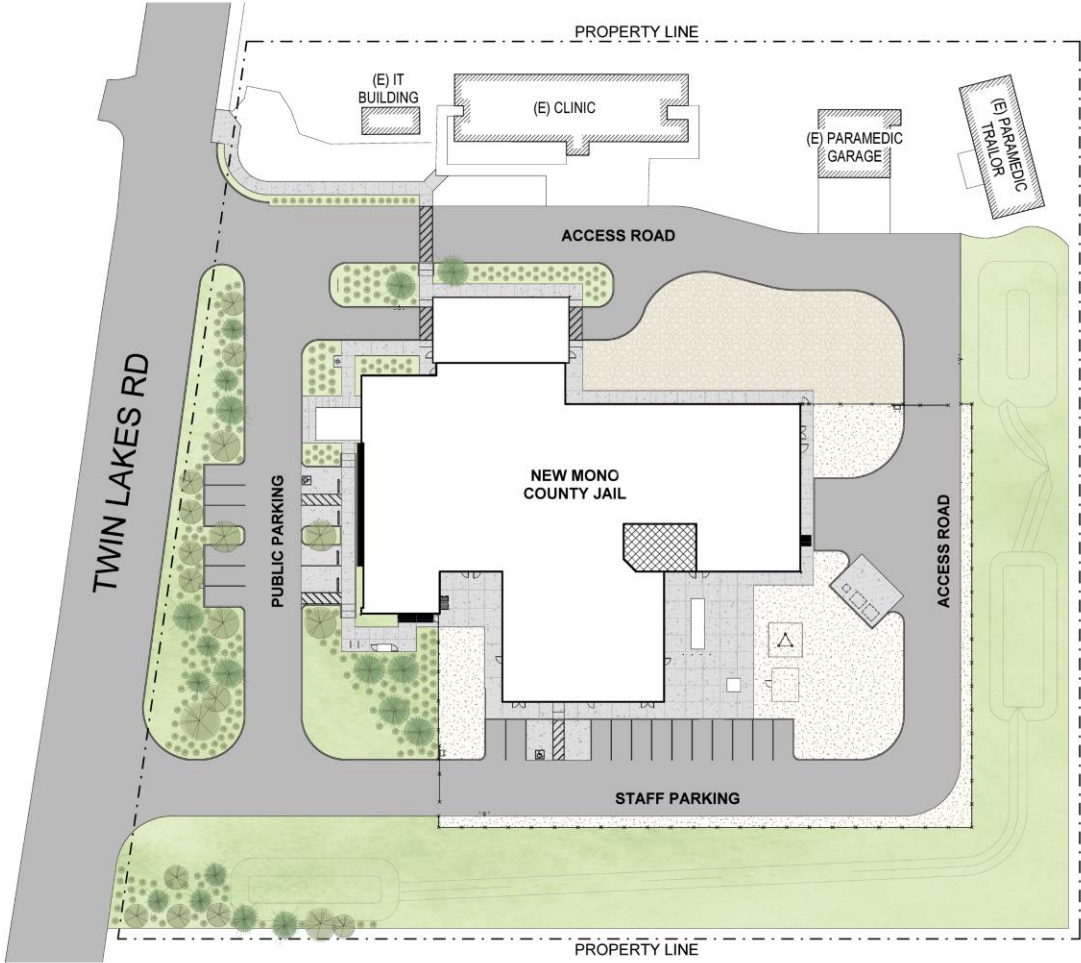


# Design update



Site Location

# Design update



Facility Site Plan



# Design update



Public Front/Entry



# Design update



Secure/Controlled Access



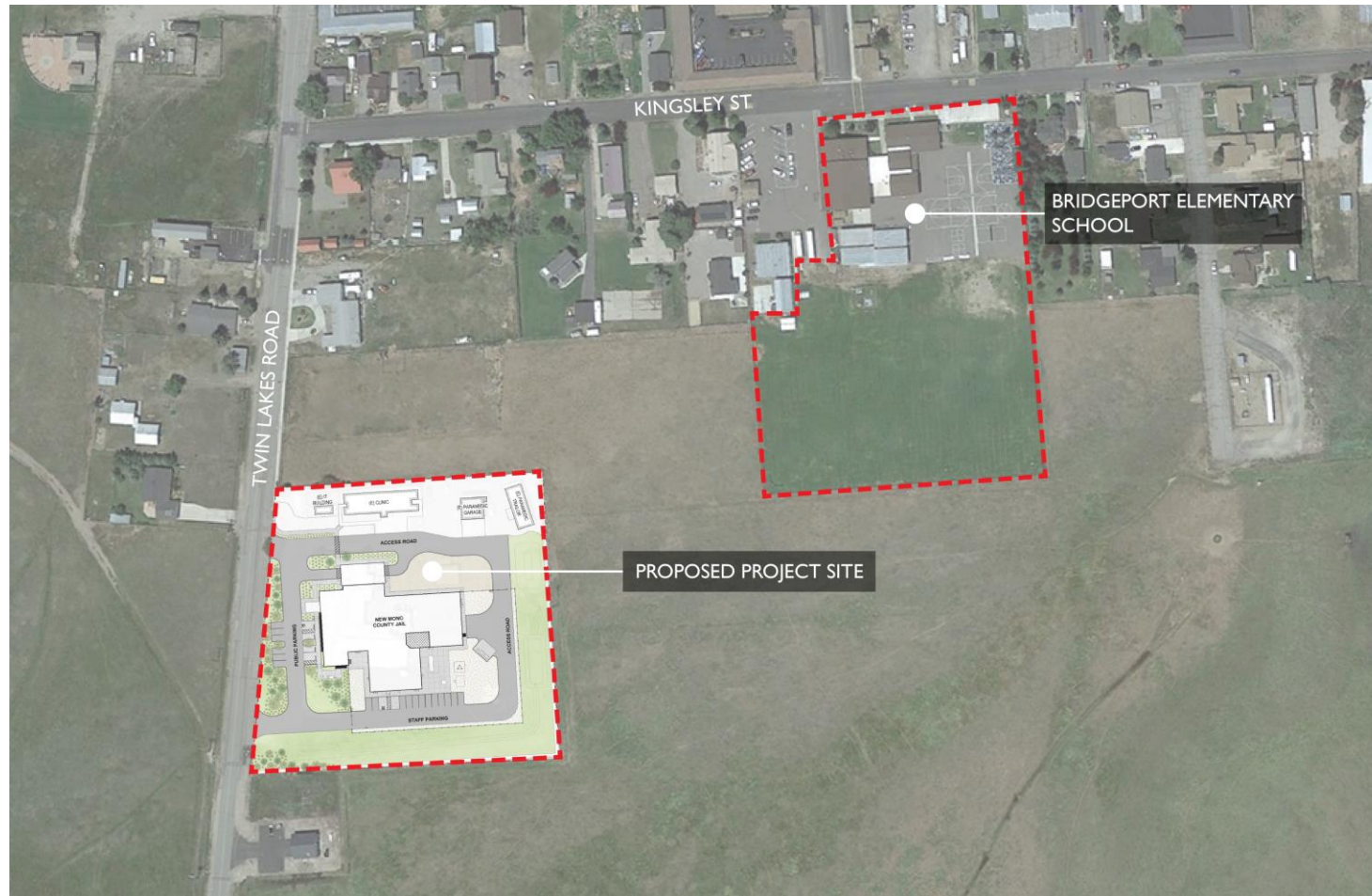
# Budget update

Budget Item	Budget	Spent thru Feb 2023	% of Budget Spent	Available Budget
Construction	\$24,029,776	\$--	0%	\$24,029,776
Contingency	3,902,340	--	0%	3,902,340
Design & Engineering	2,800,804	1,746,537	62.4%	1,054,267
Furniture, Fixtures & Equipt.	639,423	--	0%	639,423
Construction Management	1,189,166	233,307	19.6%	955,859
Inspection & Fees	961,942	21,258	2.2%	940,684
Other	185,547	133,003	71.7%	52,544
Site Preparation	1,499,676	37,959	2.5%	1,461,717
<b>TOTAL</b>	<b>\$35,208,674</b>	<b>\$2,172,064</b>	<b>6.2%</b>	<b>\$33,036,610</b>

# Project Financing

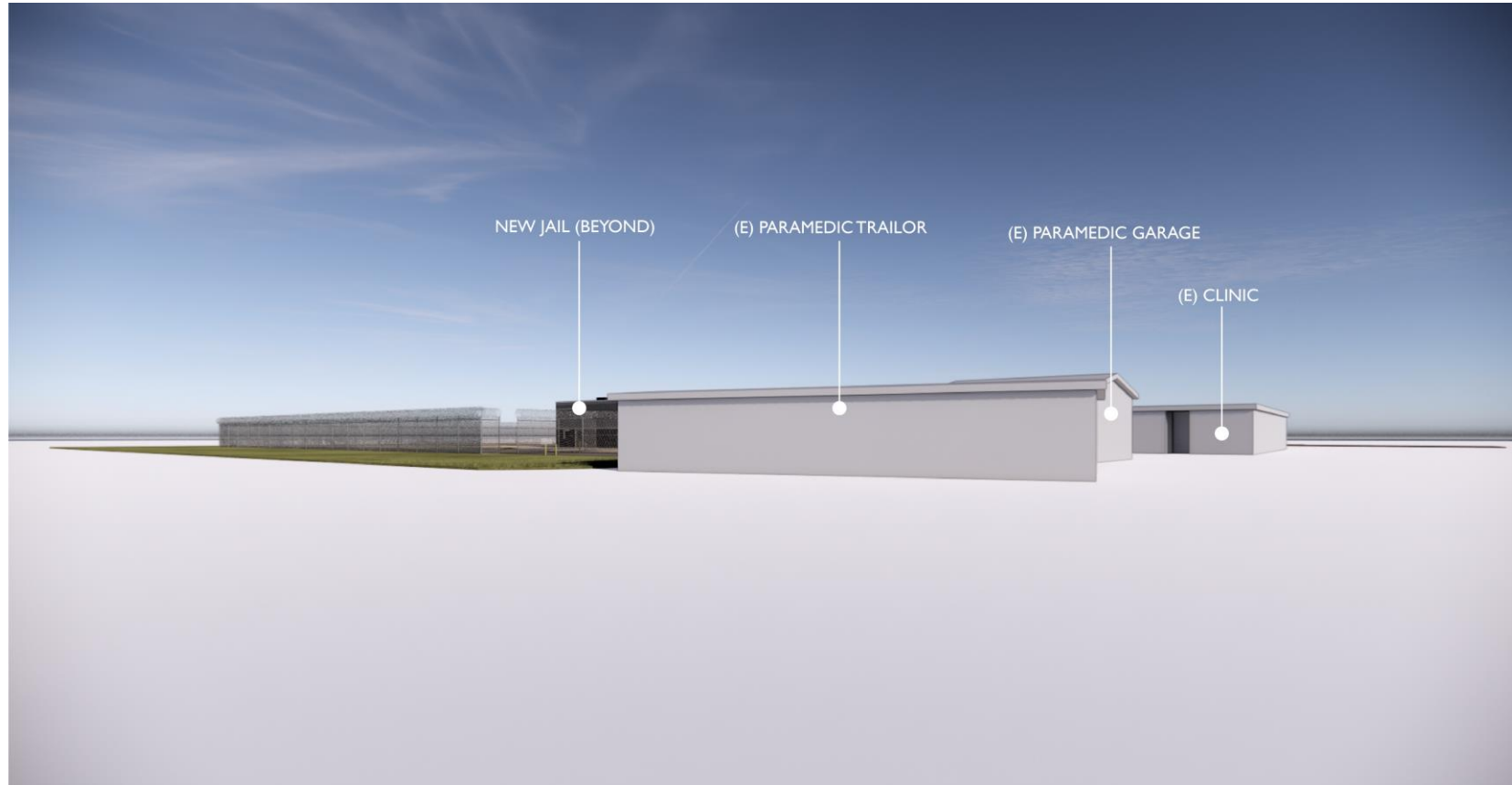
Funding Source	Committed	Spent	Available
SB 844 Proceeds	\$25,000,000	\$--	\$25,000,000
Certificates of Participation	6,455,337	1,986,696	4,468,641
AB 109 (CCP)	600,000	--	600,000
Criminal Justice Construction Trust	332,813	154,266	168,547
General Fund	2,820,524	31,102	2,789,422
<b>TOTAL</b>	<b>\$35,208,674</b>	<b>\$2,172,064</b>	<b>\$33,036,610</b>

# Public Response



Location and Adjacency to School

# Public Response



View from Distant School

# Significance of this Project

- Commitment of \$25 Million SB863 Award from State
- Real Value to County Justice System
  - Replacement of Antiquated Facility
  - Dedicated Program Space - Opportunity for meaningful Programs to reduce Recidivism
  - Modern Booking, Kitchen and Laundry
  - Safety and Security
  - Dedicated space for Inmate Classifications and Health Isolation
  - Provides much needed space for Medical and Mental Health Services
  - More Normative Environment to support Rehabilitation
  - Dispatch and much needed Administrative Space
  - Civic and Public Front
- Unlikely future State Funding for County Jails

# Next Steps

- ▶ ~~Approval of Preliminary Plans~~
- ▶ Make Site Ready
  - Demolition of old Hospital
  - Improvement of poor soils
- ▶ Review and Approval of Working Drawings
- ▶ Execution of Ground Lease
- ▶ Bidding
  - Conditional Award
- ▶ DOF Approval and Notice to Proceed
- ▶ Construction

Questions?





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: Public Works**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Paul Roten, Public Works Director

**SUBJECT** Mono County Jail - Hospital  
Demolition and Utility Relocation

**AGENDA DESCRIPTION:**

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

This project will perform utility relocation and demolition of the abandoned hospital at the location of and in preparation for new Mono County Jail.

**RECOMMENDED ACTION:**

- 1) Approve the attached bid package and authorize the Public Works Department to advertise the project for bids; 2) Authorize the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount equal or less than the Engineer's Estimate, plus 15 percent contingency;
- 3) Authorize the Public Works Director to reject all bids if no bid is received that is less than the Engineer's Estimate, plus 15 percent contingency.

**FISCAL IMPACT:**

This phase of the Jail project is estimated to cost \$464,000 and will be funded by the Criminal Justice Facility Capital Projects Fund.

**CONTACT NAME:** Kalen Dodd

**PHONE/EMAIL:** 760 932 5452 / kdodd@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Staff Report Mono Jail Demo</a>
<input type="checkbox"/> <a href="#">Project Manual Section I</a>
<input type="checkbox"/> <a href="#">Project Manual Section II - Agreement</a>
<input type="checkbox"/> <a href="#">Project Manual Section III Technical Specifications</a>



- [Project Manual Section III Plans](#)
- [Project Manual Section III SCE Plans](#)
- [Project Manual Section III SCE Requirements](#)
- [Engineer's Estimate](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/3/2023 9:44 AM	County Counsel	Yes
6/26/2023 5:02 PM	Finance	Yes
7/5/2023 7:47 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: July 11, 2023  
To: Honorable Chair and Members of the Board of Supervisors  
From: Kalen Dodd, County Engineer  
Re: Mono County Adult Detention Facility - Hospital Demolition and Utility Relocation

### **Background:**

With the prison 'Realignment' (AB109) of 2011, certain offenders were moved from state prisons to county jails, and along with those prisoners came new requirements for the jails themselves. The County's Bridgeport Jail was nearing the end of its useful life, so the County began down the path to improve, renovate, or replace the Bridgeport Jail to meet those new requirements. With consideration of the various alternatives, the Board selected the option to construct a new facility at the Old Hospital site and in February 2017 authorized the SB844 Grant Application for the project.

In June 2017, the County was awarded \$25,000,000 to construct the facility. The County entered a contract with Lionakis (February 2021), and Kitchell (February 2022) to support design and development of the project.

In November 2022 Mono County obtained Hazardous Abatement removal and monitoring teams. This process was delayed somewhat due to the record setting winter of 2022/2023.

### **Discussion:**

It is expected that the hazardous materials abatement effort will conclude at the end of July. The next step is to relocate some existing utilities and demolish the hospital building. This agenda item brings to the board the bid package for the Hospital Demolition and Utility Relocation with an estimated cost of \$464,000.

Please contact me at 760-932-5452, or Paul Roten at 760-709-0427 if you have any questions regarding this item.

Respectfully submitted,

Kalen Dodd  
County Engineer

---

Attached: Proposed IFB – Agreements and related Exhibits

**PROJECT MANUAL**  
**FOR**  
***MONO COUNTY ADULT DETENTION FACILITY***  
***HOSPITAL DEMOLITION AND UTILITIES***

Project # 9646-3

***MONO COUNTY, CALIFORNIA***



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

*CONTRACTING AGENCY:*

COUNTY OF MONO

Department of Public Works

PO Box 457

74 North School Street

Bridgeport, California 93517

760.932.5440

**June 2023**

**NO MANDATORY PRE-BID MEETING:**

Is scheduled. Contact  
[kdodd@mono.ca.gov](mailto:kdodd@mono.ca.gov) to arrange a site visit.

**BID SUBMITTAL DEADLINE:**

**3:00 pm, Wednesday July 26, 2023**  
Clerk of the Board of Supervisors  
74 North School Street / P.O. Box 237  
Bridgeport, California 93517

# **TABLE OF CONTENTS**

## *Hospital Demolition and Utilities*

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INVITATION FOR BIDS  
INSTRUCTIONS TO BIDDERS

#### PROPOSAL FORMS

PROPOSAL  
LIST OF SUBCONTRACTORS  
ACKNOWLEDGEMENTS  
DISCLOSURES AND CERTIFICATIONS  
BIDDER'S QUALIFICATION STATEMENT

### SECTION II

SAMPLE STANDARD AGREEMENT  
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EXHIBIT 2 PREVAILING WAGES  
EXHIBIT 3 BOND REQUIREMENTS  
EXHIBIT 4 INVOICING, PAYMENT, AND RETENTION  
EXHIBIT 5 TRENCHING

### SECTION III

TECHNICAL SPECIFICATIONS  
DEMOLITION PLANS  
SOUTHERN CALIFORNIA EDISON ELECTRICAL SERVICE REQUIREMENTS AND  
PLANS

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## **INVITATION FOR BIDS**

### *Mono County Adult Detention Facility - Hospital Demolition and Utilities*

Notice is hereby given that the Mono County ("County") Department of Public Works calls for bids from qualified General Engineering, Paving, and Striping contractors for the MONO COUNTY ADULT DETENTION FACILITY - HOSPITAL DEMOLITION AND UTILITIES ("Project"). The purpose of this Project is to Construct and reconnect underground utilities, and demolish a hospital building and surrounding pavements, and all other features to prepare the site for new construction. The project is in Bridgeport, CA.

Contractors and Subcontractors must be registered with the Department of Industrial Relations. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Project Manual provide the requirements for the Project. The Project Manual, is available on the Mono County Bid Management system at <http://bids.monocounty.ca.gov/> .

You can ask questions about the project by using the Bid Management System, or by email - [kdodd@mono.ca.gov](mailto:kdodd@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 if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

All work must be completed within **40 working days** from the date of issuance of the Notice to Proceed.

No prebid meeting is scheduled. Contractors are expected to visit the site before bidding. Site visits can be scheduled by contacting [kdodd@mono.ca.gov](mailto:kdodd@mono.ca.gov)

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 Bid Submission Deadline stated on the cover sheet.

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.



Kalen Dodd, PE  
Mono County Department of Public Works

## **INSTRUCTIONS TO BIDDERS**

### *Mono County Adult Detention Facility - Hospital Demolition and Utilities*

#### **1. BID DOCUMENTS**

The Project Manual, which includes the Invitation for Bids, Instructions to Bidders, Proposal Forms, Sample Standard Agreement, Specifications, 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. 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 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.

#### **3. 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.

#### **4. 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 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 in Section  
Hospital Demolition and Utilities

I of this document may be separated from the Project Manual for purposes of bid submission.

- 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. Each bid is to be in accordance with the Project Manual. 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 Project Manual. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidence that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- E. 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.
- F. 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.
- G. Proposal Forms contained in Section I and bidder's bid security must be received in a sealed, opaque envelope clearly labeled **HOSPITAL DEMOLITION AND UTILITIES** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission or electronic mail will not be considered.
- H. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than Bid Submission Deadline stated on the cover sheet. 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.
- I. Bidders are advised that due to the remote nature of central Mono County "overnight" delivery by the U.S. 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.

## 5. 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 stated on the cover sheet and 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.



## 6. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the Bid Submission Deadline stated on the cover sheet and 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.

## 7. 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 Project Manual includes 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 Project Manual, may be made without securing the consent of the surety or sureties on the contract bonds.

## 8. 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.

## 9. 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); The Public Works Director shall determine whether to execute the contract or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. 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.

## 10. 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 via email to Kalen Dodd at [kdodd@mono.ca.gov](mailto:kdodd@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.

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.

## 11. 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.

## 12. 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.

## 13. 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.
- G. Listing of subcontractors shall include the Contractor's California contractors license number, and the Contractor's DIR registration number.

#### 14. 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.

#### 15. 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.

#### 16. 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 the appropriate California Contractors License(s)
- 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 the number of working days stated in Exhibit 1 of the Agreement from the date of issuance of the Notice to Proceed. Liquidated Damages are stated in Exhibit 1.

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.

**PROPOSAL FORMS**

*Mono County Adult Detention Facility - Hospital Demolition  
and Utilities*

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.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the MONO COUNTY ADULT DETENTION FACILITY - HOSPITAL DEMOLITION AND UTILITIES (“Project”) in strict accordance with the Project Manual, which include the Instructions to Bidders, Specifications, 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 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: \_\_\_\_\_ DIR Registration No. \_\_\_\_\_

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

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

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

(Add seal if by a corporation)

**PROPOSAL FORMS**

*Mono County Adult Detention Facility - Hospital Demolition and Utilities*

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, Traffic Control Plan	1	LS		
4	60	Demolish, Remove Hospital building	1	LS		
5	60	Remove Underground Utility Lines	3500	LF		
6	98	Install new Propane lines	1	LS		
7	98	Install new Water Lines	1	LS		
8	87	Install New Electric lines	1	LS		
9	98	Misc other underground utilities	1	LS		
10	80	Install New 7-Foot Tall Fence	950	LF		
11	80	Install Vehicle and Person Gates	1	LS		

Total: \_\_\_\_\_

## LIST OF SUBCONTRACTORS

### Mono County Adult Detention Facility - Hospital Demolition and Utilities

clearly list each subcontractor who will perform work or labor or render service in an amount in excess of one-half of one percent (0.5%) of the total bid, or ten thousand dollars (\$10,000), whichever is greater.

Firm Name & Address Location of Business	Phone, Fax, & License	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	

- Notes:**
- A. If more than one subcontractor is named for the same type of work, state the portion of which each will perform; provide Contractor's license number of each subcontractor.
  - B. Vendors or suppliers that will be providing materials only need not be listed.
  - C. Attach additional sheets as necessary.
  - D. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.
  - E. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.



**ACKNOWLEDGEMENTS**

*Mono County Adult Detention Facility - Hospital Demolition  
and Utilities*

**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.

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.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

**DISCLOSURES AND CERTIFICATIONS**

*Mono County Adult Detention Facility - Hospital Demolition  
and Utilities*

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

**QUESTIONNAIRE A**

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

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

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

**QUESTIONNAIRE B**

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?

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

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

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

**WORKERS' COMPENSATION CERTIFICATION**

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

**NON-COLLUSION AFFIDAVIT**

In accordance with Title 23 United States Code Section 112 and Section 7106 of the California Public Contract Code, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted 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 County Adult Detention Facility - Hospital Demolition and Utilities

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

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

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

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

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

Previous Work History: This Qualifications Statement includes a form titled "Experience on Completed or Ongoing Projects." Please use this form to detail the work that the firm has performed within the last three (3) years. A minimum of three (3) successfully-completed general civil and/or slurry construction projects are required. Use one (1) page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five (5) years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

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

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

**1. GENERAL INFORMATION:**

A. Type of organization: \_\_\_\_\_

If Corporation, include year and state incorporated

If Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture\*, include name all partnering firms

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

B. Is the firm, and all persons or firms listed in the bid as subcontractors, registered with the Department of Industrial Relations as required by California Labor Code section 1725.5?

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

C. If you checked "No" in the previous question, then you must fall within one of the limited exceptions set forth in California Labor Code section 1771.1, and must register with the Department of Industrial Relations prior to contract award. Does the firm (or any subcontractor) fall within California Labor Code section 1771.1 and become registered prior to contract award?

\_\_\_\_\_ Yes (attach explanation) \_\_\_\_\_ No (not qualified)

**2. PERSONNEL:**

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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





PROJECT EXPERIENCE WITH HAZARDOUS MATERIALS ABATEMENT 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 COUNTY ADULT DETENTION FACILITY - HOSPITAL DEMOLITION AND UTILITIES**

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)

**AGREEMENT BETWEEN COUNTY OF MONO  
AND CLICK HERE TO ENTER TEXT  
FOR THE PROVISION OF DEMOLITION AND UTILITIES CONSTRUCTION SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of CLICK HERE TO ENTER TEXT of CLICK HERE TO ENTER TEXT (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of CLICK HERE TO ENTER TEXT, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

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

**2. TERM**

The term of this Agreement shall be from CLICK HERE TO ENTER TEXT, to CLICK HERE TO ENTER TEXT, unless sooner terminated as provided below.

### 3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$CLICK HERE TO ENTER TEXT in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

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

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

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

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

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

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

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

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

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

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

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

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

## 8. INSURANCE

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$5,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such 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. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

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

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.



B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 9. 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.

## **10. DEFENSE AND INDEMNIFICATION**

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

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 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.

## **11. 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.

## **12. 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.

## **13. 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 shall not apply.

#### **14. ASSIGNMENT**

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

#### **15. DEFAULT**

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

#### **16. 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 22.

#### **17. CONFIDENTIALITY**

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

#### **18. 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.

#### **19. 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.

**20. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. 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 22.

**22. AMENDMENT**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change 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.

**23. NOTICE**

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

County of Mono:  
Mono County Public Works Department  
Paul Roten, Public Works Director  
PO Box 457  
Bridgeport, CA 93517  
PRoten@mono.ca.gov

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

**24. COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signatures, including but not limited to DocuSign or similar service, shall as deemed to be as valid and as enforceable as an original.

**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, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.**

**COUNTY OF MONO**

**CONTRACTOR**

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

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

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

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

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

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

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND CLICK HERE TO ENTER TEXT  
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

**TERM:**

**FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT**

**SCOPE OF WORK:**

The Scope of Work is shown by the attached plans, and technical specifications.

Tasks performed in completing the Scope of Work shall follow generally-accepted practices for the construction industry and shall meet the minimum requirement and guidelines established by the Plans, Specifications and Contract Documents.

Tasks not explicitly stated or called for, but that can be reasonably inferred to be necessary for the work to be complete and functional for the intended purpose, in accordance with generally accepted practices shall be included in the scope of work.

**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND CLICK HERE TO ENTER TEXT FOR  
THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

**TERM:**

**FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT**

**SCHEDULE OF FEES:**

The County will pay to the Contractor the unit price stated in the Proposal Forms, Bid Schedule for the number of units of each item in accordance with the corresponding payment section written in the Technical Specifications.

See Attachment B1, incorporated herein by this reference (optional).



## EXHIBIT 1

### AGREEMENT BETWEEN THE COUNTY OF MONO AND [Click here to enter text.](#) FOR THE PROVISION OF DEMOLITION AND UTILITY CONSTRUCTION SERVICES

#### 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 case of conflict between the Agreement, any Attachments to the Agreement, any Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan, Standard Plans or Standard

Specifications or other portions of the Contract Documents, including the Invitation for Bids and Instructions to Bidders, the more specific provision shall govern.

**SECTION 2. PERFORMANCE OF WORK**

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

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor’s vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor’s use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff’s Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- 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:

- [Click here to enter text.](#)
- [Click here to enter text.](#)
- [Click here to enter text.](#)

- 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 to either resume its operations or to suspend operations as directed.

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

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

### **3.1 DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

### **3.3 APPLICABILITY TO SUBCONTRACTORS**

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

### **3.4 QUARTERLY DISCLOSURES**

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

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

## **SECTION 4. SUBCONTRACTORS**

### **4.1 SUBCONTRACTING.**

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

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

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

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

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

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

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

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

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

### **4.2 PERFORMANCE OF SUBCONTRACTORS**

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

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

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

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

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

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

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

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

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

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

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, , existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

## 5.2 PROSECUTION AND PROGRESS.

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

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

## 5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

# SECTION 6. PROJECT ADMINISTRATION

## 6.1 GENERAL.

**Changes and Extra Work:** The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

### **Control of Work:**

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

## 6.2 OMITTED ITEMS.

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

## 6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated,



qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

#### **6.4 CONTRACTOR PERSONNEL.**

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

#### **6.5 METHODS AND EQUIPMENT.**

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously-completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

#### **6.6 PARTIAL PAYMENTS.**

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

#### **6.7 FINAL ACCEPTANCE.**

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute

the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

#### **6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.**

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

#### **6.9 FORCE MAJEURE.**

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

#### **6.10 WARRANTY AND GUARANTEE.**

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

## **SECTION 7: TERMINATION**

### **7.1 TERMINATION BY CONTRACTOR.**

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

## 7.2 TERMINATION BY COUNTY FOR CAUSE.

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such

costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.3 TERMINATION BY COUNTY FOR CONVENIENCE.**

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4 . Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.4 PAYMENT ADJUSTMENT FOR TERMINATION.**

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

"Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same.”

## **SECTION 8. MATERIALS**

### **8.1 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS.**

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an “or equal” item approved by the Engineer and installed or applied by Contractor.

### **8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.**

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its “Approved Equal.” The words “Or Equal” or “Approved Equal” shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

### **8.3 STORAGE OF MATERIALS.**

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner’s or lessee’s permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

## **SECTION 9. CONSTRUCTION DETAILS**

### **9.1 ORDER OF WORK.**

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

### **9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.**

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **no** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

### **9.3 CONSTRUCTION SITE NUISANCE.**

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

### **9.4 PUBLIC CONVENIENCE AND SAFETY.**

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

### **9.5 HIGHWAY CONSTRUCTION EQUIPMENT.**

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

### **9.6 PERMITS.**

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

### **9.7 CONSTRUCTION LAYOUT AND STAKES.**

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a

Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

### **9.8 TESTING AND INSPECTIONS.**

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

### **9.9 CONTRACTOR QUALITY CONTROL.**

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

### **9.10 INSPECTION OF THE WORK.**

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

### **9.11 RETEST OF WORK.**

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

### **9.12 MAINTENANCE DURING CONSTRUCTION.**

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.



Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

## **SECTION 10. OPERATIONS AND SAFETY**

### **10.1 TEMPORARY CONTRACTOR FACILITIES.**

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

### **10.2 BORROW, DISPOSAL AND MATERIAL SITES.**

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

### **10.3 WATER SUPPLY.**

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

#### **10.4 EXISTING FACILITIES.**

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

### **SECTION 11. PROGRESS MEETINGS**

#### **11.1 WEEKLY PROGRESS MEETINGS.**

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable time frames.

#### **11.2 ATTENDEES.**

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

### **SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES**

#### **14.1 BEGINNING OF WORK AND TIME OF COMPLETION.**

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of 40 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 \$3,000 per day, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-20 available at [http://www.dot.ca.gov/hq/LocalPrograms/lam/prog\\_p/lapmcomplete-2-2012.pdf](http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf).

### **14.3 BREACH.**

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

## **SECTION 15. PROJECT CLOSEOUT**

### **15.1 "As-Built" Drawings.**

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

## EXHIBIT 2

### AGREEMENT BETWEEN THE COUNTY OF MONO AND [Click here to enter text.](#)FOR THE PROVISION OF DEMOLITION AND UTILITY CONSTRUCTION SERVICES

#### PREVAILING WAGES AS OF: 6/11/2023

#### A. DETERMINATION

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

#### B. PREVAILING WAGE RATE

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

#### C. APPRENTICES

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

#### D. PENALTY FOR NON-PAYMENT OF PREVAILING WAGES

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

#### E. PAYROLL RECORDS

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

#### F. INSPECTION OF PAYROLL RECORDS

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in

California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

#### **G. POST OF PREVAILING WAGES AT JOB SITE**

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

#### **H. HOURS**

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

#### **I. OVERTIME**

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

#### **J. RECORDS OF HOURS**

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

#### **K. PENALTY FOR VIOLATION OF WORK HOURS**

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

#### **L. REGISTRATION WITH DIR AND COMPLIANCE MONITORING**

Under Labor Code section 1725.5, no contractor or subcontractor may be listed in a bid proposal (with limited exceptions stated in Labor Code section 1771.1) or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CALIFORNIA LABOR CODE:  
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

**§ 1771. Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

**§ 1775. Penalties for violations**

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid

to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
  - (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
  - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
  - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

**§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations**

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the

entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section



(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

**§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions**

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
  - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship

program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
  - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
  - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
  - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
  - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
  - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
  - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

**§ 1813. Forfeiture for violations; contract stipulation; report of violations**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

**§ 1815. Overtime**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

## EXHIBIT 3

### AGREEMENT BETWEEN COUNTY OF MONO AND [Click here to enter text.](#) FOR THE PROVISION OF DEMOLITION AND UTILITY CONSTRUCTION SERVICES

#### BOND REQUIREMENTS

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Public Works Director or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by the County 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

**SAMPLE PERFORMANCE BOND**

**WHEREAS**, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor [Click here to enter text.](#), hereafter designated as the “Contractor”, a contract for the work described as follows:

Hospital building demolition and site utility relocation

**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 \$[Click here to enter text.](#) dollars (\$[Click here to enter text.](#)), 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

**SAMPLE PAYMENT BOND**

**WHEREAS**, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor [Click here to enter text.](#), hereafter designated as the "Principal", a contract for the work described as follows:

Hospital building demolition and site utility relocation

**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 [Click here to enter text.](#)dollars (\$[Click here to enter text.](#)), 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

**COUNTY OF MONO  
DEPARTMENT OF PUBLIC WORKS  
WARRANTY BOND**

KNOW ALL BY THESE PRESENT that we Click here to enter text., the Contractor in the contract hereto annexed (the “Contract”), as principal, and, Click here to enter text., the Surety, are held and firmly bound unto the County of Mono (“Owner”) in the sum of Click here to enter text. lawful money of the United States, for which payment, well and truly be made, we bind ourselves jointly and severally, firmly by these present.

**Section 1.** During the Term of the Bond, the Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the Contractor’s warranty obligation: that if the Contractor, its successors and assigns, or its subcontractor, fails to maintain and remedy in good workmanlike manner the work of Click here to enter text. such that it is free from defects in the materials and workmanship for a period of one year commencing on Click here to enter text. and shall indemnify and hold harmless Owner, 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.

**Section 2.** If the Contractor satisfies its warranty obligations pursuant to the Contract, the Surety and the Contractor shall have no obligation under this Bond. It is understood and agreed that in no event shall the Surety’s obligations under this Bond extend to warranties provided by the Contractor or subcontractor’s suppliers and manufacturers.

**Section 3.** If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after:

- a. the Owner first provides notice to the Contractor and the Surety during the Term of the Bond of the Owner’s intent to declare a Contractor Default;
- b. the Contractor fails to remedy the Contractor Default within a reasonable amount of time of such notice; and
- c. the Owner declares a Contractor Default and notifies the Surety.

**Section 4.** Failure on the part of the Owner to comply with the notice requirement in Section 3 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**Section 5.** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly, under reservation of rights, and at the Surety’s expense, remedy the Contractor’s Default. The Surety may, with the consent of the Owner, arrange for the Contractor to remedy the Contractor’s Default.

**Section 6.** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

**Section 7.** The responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. The Surety is obligated, without modification or qualification, for the responsibilities of the Contractor for correction of the defective work as set forth in the Construction Contract, and additional legal and design professional costs resulting from the Contractor’s Default or resulting from the actions or failure to act of the Surety under Section 5.

**Section 8.** The Owner may request an extension of the Term of this Bond. The Surety, at its sole option, may extend the Term of this Bond by continuation certificate or rider setting forth the new expiration date.

- a. If the surety extends the Term of this Bond, the Bond shall be considered one continuous bond.
- b. If the Surety decides not to extend the Term of this Bond, then the Surety shall notify the Owner in writing third (30) days prior to the end of the current term of this Bond at the address indicated in this Bond.
- c. Neither the Surety’s failure to extend the Term of this Bond nor the Contractor’s failure to provide a replacement bond or other acceptable security shall be considered a breach or default by the Surety or Contractor on this Bond, nor serve as a basis for a claim or demand on this Bond.

**Section 9.** The Surety’s total liability under this Bond is limited to the Amount of this Bond indicated on page 1 of this Bond, regardless of whether the Term of this Bond is extended, the length of time this Bond remains in force, and the number of premiums that shall be payable or paid.

**Section 10.** No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**Section 11.** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work of the Contractor required by the Contract is located and shall be instituted within two years after a declaration of Contractor Default. If the provisions of this Section are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**Section 12.** Notice to the Surety, the Owner, or the Contractor shall be in writing and mailed or delivered to the address shown beneath the signatures on this Bond.

**Section 13.** Provisions in this Bond that conflict with applicable statutory or other legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

**Section 14.** Definitions:

- a. Contract. The Agreement between the Owner and Contractor identified in the preamble to this Bond and in the signature page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- b. Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with the warranties required under the Contract.
- c. Owner Default. Failure of the Owner, which has not been remedied or waived, to perform or otherwise comply with the other material terms of the Contract.
- d. Contract Documents. All the documents that comprise the Contract.
- e. Surety. The company or companies lawfully authorized to issue surety bonds in the jurisdiction where the project is located.

SIGNED, SEALED, AND DATED: \_\_\_\_\_, 20\_\_

CONTRACTOR  
 Company (seal)  
 Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

SURETY  
 Company (seal)  
 Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

OWNER  
 Mono County (seal)  
 Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

APPROVED AS TO FORM  
 \_\_\_\_\_  
 Mono County Counsel



## EXHIBIT 4

### AGREEMENT BETWEEN THE COUNTY OF MONO AND [Click here to enter text.](#)FOR THE PROVISION OF DEMOLITION AND UTILITY CONSTRUCTION SERVICES

#### INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to the County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoices shall be informative and concise regarding work performed during that billing period.  If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by the County. Additionally, the making of one or more progress payments shall not be construed as approval of the work performed by the Contractor. Should Contractor submit an improper payment request, the County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Sections 20104.50 and 9203 of the Public Contract Code, County shall retain 5% of each progress payment until the project is completed unless, at any time after 50 percent of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date the County records the Notice of Completion.

## EXHIBIT 5

### AGREEMENT BETWEEN THE COUNTY OF MONO AND [Click here to enter text.](#)FOR THE PROVISION OF DEMOLITION AND UTILITY CONSTRUCTION SERVICES

#### TRENCHING

1. As required by Labor Code Section 6705, prior to commencing excavation of any trench in excess of five feet in depth, Contractor shall submit for review and approval by the County Engineer, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The Plan shall be at least as effective as the protective system required by Construction Safety Orders issued by the California Division of Occupational Safety and Health.

2. Pursuant to Public Contract Code Section 7104, if Contractor undertakes the digging of a trench or other excavation that extends deeper than four feet below the surface Contractor shall promptly, and before the following conditions are disturbed, notify the Project Manager, in writing, of any:

(A) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(B) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

3. In the event that notice is provided pursuant to paragraph 2 above, the County will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

4. In the event that a dispute arises between the County and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

# **SECTION III**

## **TECHNICAL SPECIFICATIONS**

### **MONO COUNTY ADULT DETENTION FACILITY - HOSPITAL DEMOLITION AND UTILITIES**

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

**TECHNICAL SPECIFICATIONS**

Mono County Adult Detention Facility - Hospital Demolition and Utilities  
Project 9646-3

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# 1 DESCRIPTION OF WORK

The Mono County Adult Detention Facility - Hospital Demolition and Utilities project (hereinafter referred to as the project) is for the purpose of constructing utilities to the northern buildings on the site that will remain, disconnecting the utilities from the Hospital that will be demolished, complete demolition and removal of the hospital building, ancillary structures, pavement, and removal of underground utilities within the footprint of the future new jail building.

Work shall conform to the State of California (Caltrans) 2022 Standard Specifications and Standard Plans, except as modified herein and on the project plans. In the event of conflicting specifications on a technical matter, the order of precedence is:

- 1 Project Plans.
- 2 These Technical Specifications.
- 3 Caltrans Standard plans and Standard Specifications, 2022 edition.

Submittals:

The Contractor shall provide an 'electronic file' of submittals for each item required in the following sections of these technical specifications.

# 5 CONTROL OF WORK AND MATERIALS

Submittals:

Construction schedule

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. Refer to <https://www.monocounty.org/things-to-do/events/> for the most current list of events planned for each community, and schedule accordingly. Events may affect availability of local hotels.

The engineer may increase or decrease blockout dates for local events. During the duration of local events, work can continue in unaffected regions. Days blocked out due to special events will not be working days.

No equipment or construction materials shall be stored or staged within the traveled way without approval from the Engineer. 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, and the name, address, and contact number of the Contractor's superintendent and Mono County Public Works.

The Contractor shall provide Advance Notice to the following parties.

General  
760 932 7549 Mono County Sheriff Department  
760 387 2955 Mono County Fire/Rescue Department

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:

Equipment and materials storage locations  
Staging locations

Payment:

If the lump sum price bid is 15% of the total contract price or less, the entire lump sum will be paid after mobilization occurs

If the lump sum price bid is greater than 15% of the total contract price, the lump sum price bid will be paid on a percentage of the entire contract completed basis.

## 12 TEMPORARY TRAFFIC CONTROL

### General:

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in Caltrans 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:

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 applicable. 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.

All hauling on local roads and streets shall be on routes acceptable to the Engineer. The Contractor shall submit the anticipated haul routes 2 working days prior to the pre-construction meeting.

### Construction:

The Contractor shall post "No Parking" signs, as necessary, not less than 72 hours in advance of scheduled work that will restrict parking. 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. No parking signs shall state the dates and times that the no parking restrictions will be in effect.

The Contractor shall leave the street open to traffic during non-working hours.

During working hours, 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 where single direction traffic control with flaggers and/or pilot car is 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 lump sum price bid will be paid on a percentage of the entire contract completed basis.

## **13 WATER POLLUTION CONTROL**

**General:**

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:**

Documentation demonstrating that Fiber Roll is certified seed proof.

**Materials:**

Fiber rolls

Other BMP's as determined by the Engineer 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 leaving 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 Caltrans 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 lump sum price bid will be paid on a percentage of the entire contract completed basis.

## 15 EXISTING FACILITIES

### General:

Existing facilities to be demolished and removed from the site include the hospital building, all hospital building foundations, all underground utilities serving the hospital building and all pavement within the area shown on the plans.

Existing facilities requiring adjustment include disconnection of certain utilities shown on the plans, and reconnection to the buildings to remain, on the north side of the site, such that said buildings have functioning utilities, with minimal interruption, as shown on the plans.

### Existing facilities to remain:

**Some Existing underground utility lines may not accurately shown on the plans.** The Contractor shall be responsible for locating and field verifying the location of all existing utilities that are to remain functional prior to the start of construction activities and protecting all facilities to remain during construction. Engineer shall be notified of utility conflicts. Damage caused by the Contractor to existing facilities shall be repaired immediately.

**Some Existing overhead utility lines may not be 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.

The Contractor shall coordinate and cooperate with utility agencies that may self perform some work to disconnect/reconnect utilities.

### Construction:

Backfill trenches, holes, depressions, and pits caused by performing work on or demolishing an existing facility. Backfill with material equal to or better than the surrounding material. Grade backfilled areas to drain and blend in with the surrounding area. Clean earth and other foreign material, including concrete, from material to be salvaged or incorporated into the work. Dispose of removed

facilities not to be salvaged or incorporated into the work. If you damage a facility or a portion of a facility to remain in place, repair or replace it. The repair or replacement must be equal or better in quality than the original portion.

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

Replace material from existing facilities described to be reused in the work if the Engineer determines the material is unsuitable. Furnishing the replacement material is change order work.

#### Removing Pavements:

Asphalt and concrete pavements shall be removed. Pavements may be salvaged and accepted by the County if ground to meet the requirements for structure backfill in section 47-2.02C of the Caltrans Standard Specifications, and approval is given by the Engineer.

#### Removing Concrete:

Concrete building foundations shall be removed. Any other concrete objects within the area shown on the plans shall be removed.

Concrete removal includes removal of any steel embedded in the concrete. Before removing a portion of a monolithic concrete element, make a 1-inch-deep saw cut to a true line along the limits of removal on faces of the element that will be visible in the completed work. Protect existing reinforcement to be incorporated into the new work from damage. Where new concrete is to join existing concrete, remove enough concrete to allow splicing of new reinforcement.

#### Salvaging Materials:

You may salvage demolished materials instead of disposing of them. You may temporarily store materials you want to salvage at the job site. Stockpiles must be covered to prevent sediment transport or blowing debris. The County may accept some salvaged material. Obtain permission from the Engineer before transporting salvaged material to any County facility.

#### Payment:

The lump sum price bid will be paid on a basis of percentage of the demolition task completed.

## **18 DUST CONTROL**

### General:

All work performed in connection with DUST CONTROL shall conform to the provisions in Caltrans Specifications Section 18 DUST PALLIATIVES.

### Submittals:

Documentation for any dust palliative materials proposed.

### Construction:

The Contractor shall perform necessary work to control dust at all times as required by regulation.

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 legally, such as at landfill facility.

Regularly water the site with a water truck.

### Payment:

Full compensation for DUST CONTROL shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefor.

## **60 EXISTING STRUCTURES**

### General:

Includes general specifications for removing structures or portions of structures.

### Submittals:

1. Removal sequence, including staging of removal activities and equipment locations
2. Temporary supports or bracing
4. Locations and types of protective covers if necessary
5. Protection of people, property, utilities, and improvements
5. Stockpiling locations
6. Methods for preventing wind from blowing material, and debris off site.

### Construction:

Before removing portions of monolithic concrete elements, make a 1-inch-deep saw cut to a true line along the limits of removal on faces of the element that will be visible in the completed work. Remove piling, piers, abutments, footings, and pedestals to 1 foot below the ground line or 4 feet below finished grade, whichever is lower. Protect existing reinforcement to be incorporated into the new work from damage. Thoroughly remove all material adhering to the existing reinforcement before embedding the existing reinforcement in new concrete.

Do not use explosives.

Do not use the following for breaking or removing concrete attached to or supported by structures to remain:

1. Tools with a manufacturer's-rated striking energy of more than 1,200 ft-lb per blow
2. Freely falling mass
3. Falling mass attached to a cable, rope, or chain

Do not use a freely falling mass or a falling mass attached to a cable, rope, or chain above any public space. Do not use falling masses within 30 feet horizontally of any public space without protective covers.

Design and construct protective covers, shoring, and falsework with sufficient strength and rigidity to support all imposed loads. Covers must be at least equal to 2-inch Douglas-fir planking on posts spaced at 5-foot centers.

The Engineer may require you to remove existing footing concrete that is discovered below ground and outside of the Hospital footprint. This work is change order work.

### Payment:

The lump sum price bid will be paid on a basis of percentage of the demolition task completed.

## 80 FENCES

### General:

Includes general specifications for constructing new 7-foot tall chain link fence, with privacy screens, and gates.

### SUBMITTALS

Submit cut sheets or product information sheets for materials to be used to the Engineer.

### MATERIALS

#### General:

Galvanize or coat ferrous materials. Do not use materials imperfectly galvanized or coated or with serious abrasions. Used materials may be incorporated in the fence if the materials are good, sound, clean, and suitable for the intended purpose.

#### Concrete:

1. Commercial-quality aggregates and cementitious material
2. At least 470 pounds of cementitious material per cubic yard
3. Mixed prior to placement in powered mixer.

#### Posts and Braces:

The base metal for posts and braces must be commercial-quality, weldable steel complying with AASHTO M 181, Type 1, except for the protective coating requirements. Posts and braces must comply with the strength requirements in ASTM F1043 for one of the following:

1. Group IA, regular grade, for round pipes
2. Group IC, 50,000 psi yield, for round pipes
3. Group II-L for roll-formed posts and braces

Group IC, 50,000 psi yield, for round steel pipes may be used instead of group IA, regular grade steel round pipes of the same diameter. Galvanize posts and braces.

Obtain authorization of the protective coating system before you use it. Any change to the protective coating system is a new system that requires authorization.

Each post length must be at least the depth of the concrete footing plus the height of the fabric less 4 inches. The length does not include any top fixture or other top tension wire support integral with the post. Each post must have provisions to securely hold the top tension wire in position and allow for post removal and replacement without damaging the wire. Fit each tubular post with a rainproof top. Post tops, extension arms, stretcher bars, and other fittings and hardware must be:

1. Steel or malleable or wrought iron
2. Galvanized after fabrication

#### Fabric:

Chain link fabric must comply with AASHTO M181 for Type I fabric with a Class C coating or ASTM F1345, Class 2. The wire for the fabric must be 9 gauge.

Chain link fabric for slatted fence must have 3-1/2-inch-vertical and 5-inch-horizontal mesh. Knuckle finish fabric on the top and bottom edges.

#### Tension Wires, Hog Rings, Turnbuckles, Truss Tighteners, Truss Rods, and Stretcher Bars and Bar Bands:

Tension wire must be commercial-quality 7-gauge coil spring steel. Tie wires and hog rings must be at least 9-gauge steel. Post clips must be at least 6-gauge steel. Galvanize tension and tie wires, hog

rings, and post clips under ASTM A116, coating Class 3. Turnbuckles and truss tighteners must be:

1. Commercial-quality steel, malleable iron, or wrought iron
2. Hot-dipped galvanized
3. Equal in tensile strength to the truss rod

Truss tighteners must have a strap thickness of at least 1/4 inch.

Each truss rod must be steel and have a diameter of at least 3/8 inch.

Each stretcher bar must be at least 1/4 by 3/4 inch.

Each stretcher bar band must be at least 1/8 by 3/4 inch.

Fence Tarping must:

1. Be stretched tightly against chain link fabric
2. Be intended for use as a heavy-duty privacy screen
3. Be intended for use in high wind areas
4. Have mounting eyelets every 12 inches around the perimeter
5. Be dark grey in color
6. Be UV resistant
7. Match the dimensions matching the dimensions of the chain link fabric panel within 4 inches, if approved by the Engineer.

CONSTRUCTION:

Brace each end, latch, and corner post to the nearest line post with either of the following:

1. Diagonal brace used as a compression member
2. Horizontal brace used as a compression member and truss rods used as tension members

Brace each gate post to the nearest line post with a horizontal brace used as a compression member and truss rods used as tension members. Equip each steel truss rod with a turnbuckle or truss tightener. Brace line posts horizontally and truss in both directions at intervals of at most 1,000 feet unless the fabric is installed by stretching with equipment.

Fasten chain link fabric on the side of the posts designated by the Engineer. Stretch and securely fasten the fabric to the posts. Fasten the top and bottom edges of the fabric to the tension wires. Stretch the tension wires tight. Install the bottom tension wire on a straight grade between posts by excavating high points of the ground. Do not fill in low points. Fasten the fabric to end, latch, corner, and gate posts with stretcher bars and stretcher bar bands at 1-foot intervals except the fabric may be fastened to end and corner posts by threading through loops formed on the posts. Fasten the fabric to line posts with tie wires or post clips and to tension wires with tie wires or hog rings. Space the fasteners at about 14 inches on line posts and about 18 inches on tension wires.

Give wire ties at least 1 complete turn. Close each hog ring with the ends overlapping. Wrap tension wires around terminal posts. The top of the fabric to the top tension wire must be at most 2 inches. If supporting arms for barbed wire are shown, extend each arm upward from the top of the fence at an angle of about 45 degrees. Fit it with clips or other means for attaching 3 lines of barbed wire. Attach the top outside wire to the supporting arm at a point about 12 inches above the top of the chain link fabric and 12 inches out from the fence line. Attach the other wires to the arm spaced evenly between the top of the fence and the top outside wire. For a chain link fence with slats, install slats vertically in the mesh openings such that the slats fit snugly. Fasten them in a way that prevents easy removal or displacement.

Attach tarping on the outside of the fence and gates. Attach each eyelet in the tarp to a tension member with a hog ring.

## GATES:

### DEFINITIONS:

gate unit for a chain link fence: 1 gate with fittings, hardware, and gate and latch posts with braces.

### MATERIALS:

Each drive gate for a chain link fence must be the width shown in the bid item description. Each drive gate for a barbed wire or wire mesh fence must be at least 48 inches and at most 58 inches high. Each walk gate must be 4 feet wide. A gate greater than 8 feet in width must have vertical stays such that no panel exceeds 8 feet in width. A gate frame must be made with pipe at least 1-1/2 inch in diameter. Interior vertical stays must be made with pipe at least 1 inch in diameter. Pipe must comply with the specifications for posts and braces in section 80-3.02B. Each gate frame panel must be cross trussed with adjustable truss rods at least 3/8 inch in diameter. Fasten and reinforce each corner of a gate frame with a malleable iron or pressed steel fitting or by welding. Each pressed steel fitting must:

1. Have a nominal thickness before galvanizing of at least 0.135 inch
2. Be fastened to develop the strength of connected members

Welds must be smooth and develop the strength of the connected member. Galvanize fittings, latches, rods, and other gate hardware. Fabric for gates in a barbed wire or wire mesh fence must comply with the specifications for non-slatted chain link fence in section 80-3.

Fabric for gates in chain link fences must comply with the specifications for the fabric for the fence in which the gate is installed. Attach chain link fence fabric to the gate frame using stretcher bars and tie wires as specified for fence construction. Space tension connectors at 1-foot intervals. For a chain link walk gate installed in an existing fence, the gate mounting hardware must not contain open-end slots for the fastening bolts. Each gate must have a combination steel or malleable iron catch and locking attachment that does not rotate around the latch post.

Tarping on gates shall be the same as above.

### CONSTRUCTION:

Hang each gate with at least 2 steel or malleable iron hinges at least 3 inches in width such that the gate is securely clamped to the gate post and permits the gate to be swung back against the fence. The bottom hinge must have a socket to take the ball end of the gate frame. Construct a center rest with a catch and stops to hold gates open. For a walk gate constructed in an existing fence, remove a line post and install the gate such that the gate is centered on the hole of the removed post. When not working on the walk gate, close the opening made in the existing fence with existing fence fabric or 6-foot chain link fabric.

Attach tarping as stated above.

### PAYMENT:

Payment for fence is the price bid per linear foot, installed and accepted by the Engineer.

The payment quantity for fence is the length measured:

1. Parallel to the ground slope
2. Along the fence

Payment for gates is the lump sum price bid for all gates after installation and acceptance by the Engineer.



## 87 ELECTRICAL SYSTEMS

### GENERAL:

Section 87 includes general specifications for constructing and installing electrical systems.

All work must meet the requirements of the current National Electric Code (NEC) and Southern California Edison (SCE, the electric utility). Refer to the attached SCE Electrical Service Requirements Manual (ESR). Where conflicts exist, those requirements supersede.

### Submittals:

Submit an as-built pdf file based on the project plans showing:

1. Conduit
2. Pull boxes
3. Cabinets
4. Service equipment enclosures
5. Standards

The file must show:

1. Type, depth and size for conduits.
2. Type for pull boxes, standards, cabinets, and service equipment enclosures.

Before connecting an electrical system, perform a conductor test. Conductor test consists of testing each conductor and the conductors in cables for:

1. Continuity.
2. Grounds.
3. Insulation resistance at 500 V(dc) between the circuit and ground. A minimum insulation resistance of 100 M $\Omega$  on circuits must be attained.

### CONSTRUCTION

#### General

The Engineer determines the final locations of electrical systems.

Verify the locations of electrical systems and the depths of existing detectors, conduits, and pull boxes. Notify the Engineer before performing work on the existing system.

You may shut down the system for alteration or removal.

Where an existing underground facility is shown within 10 feet of any excavation, locate and field mark the facility before performing work that could damage or interfere with the existing facility. If an existing facility is within 2 feet of an excavation, determine the exact location of the facility by excavating with hand tools before using any power-operated or power-driven excavating or boring equipment. A vacuum excavator may be used. Notify the Engineer immediately if an existing facility is damaged by your activities:

Damaged existing systems must be repaired or replaced within 1 business day. If the system cannot be fixed and re-energized within 1 business day provide a temporary system until the system can be fixed.

If existing underground conduit is to be incorporated into a new system, clean it with a mandrel or cylindrical wire brush and blow it clean with compressed air.

Maintain a minimum 48-inch clearance for a pedestrian pathway when placing equipment.

Except for service installation or work on service equipment enclosures, do not work above ground

until all materials are on hand to complete the electrical work at each location.

Bond all metal components to form a continuous grounded system as specified in NEC.  
Ground metallic equipment mounted less than 8 feet above the ground surface on a wood pole.

If you damage any portion of a concrete curb, sidewalk, curb ramp, driveway, or gutter depression, replace the entire section between contraction or expansion joints.

#### Conduit Installation:

The installation of conduit includes installing caps, bushings, and pull tape and terminating the conduit in pull boxes, foundations, poles, or a structure. Limit the number of bends in a conduit run to no more than 360 degrees between pull points. Use conduit to enclose conductors except where they are installed overhead or inside standards or posts. You may use a larger size conduit than specified for the entire length between termination points. Do not use a reducing coupling. Extend an existing conduit using the same material. Terminate conduits of different materials in a pull box.

Make conduit cuts square and true.

Thread metal conduit with standard conduit-threading dies. Ream the ends of shop-cut and field-cut conduit to remove burrs and rough edges. Do not use slip joints or running threads to couple metal conduit. If a standard coupling cannot be used, use a threaded union coupling. Tighten couplings for metal conduit to maintain a good electrical connection.

Use Type 1 conduit:

1. On all exposed surfaces
2. In concrete structures
3. Between a structure and the nearest pull box

Cut Type 2 conduit with pipe cutters; do not use hacksaws. Tighten conduit into couplings or fittings using strap wrenches or approved groove joint pliers. Apply 2 coats of unthinned primer and paint all metal conduit:

1. Exposed threads
2. Field-cut threads, before installing conduit couplings
3. Damaged surfaces

Do not remove shop-installed conduit couplings. Repair damaged Type 2 conduit and coupling coating by:

1. Cleaning the conduit or coupling and painting it with 1 coat of rubber-resin-based adhesive under the manufacturer's instructions. Wrap the damaged area with at least 1 layer of 2-inch-wide, 20 mils-minimum-thickness, PVC tape under ASTM D1000 with a minimum tape overlap of 1/2 inch.
2. Painting damaged spots of 1/4 inch or less in diameter with a brushing-type compound supplied by the conduit manufacturer.

Cut Type 3 conduit with tools that do not deform the conduit. Use solvent weld connections.

If factory bends are not used, bend the conduit to a radius no less than 6 times its inside diameter without crimping or flattening it. Comply with the bending requirements shown in the following table:

#### Conduit-Bending Requirements

##### Type Requirement

- 1 Use equipment and methods under the conduit manufacturer's instructions.
- 2 Use a standard bending tool designed for use on thermoplastic-coated conduit. The conduit must be free of burrs and pits.
- 3 Use equipment and methods under the conduit manufacturer's instructions. Do not expose the conduit to a direct flame.

5 Use equipment and methods under the conduit manufacturer's instructions.

Do not install new conduit through foundations. Install conduit terminating in a standard or pedestal from 2 to 3 inches above the foundation. Slope the conduit toward the handhole opening. Terminate conduit installed through the bottom of a nonmetallic pull box 2 inches above the bottom and 2 inches from the wall closest to the direction of the run. Cap the ends of conduit for future use or until installation of conductors or cables. Cap the threaded ends of metal conduit with standard pipe caps. Install a plastic cap on all other types of conduit. Install threaded bushings on metal conduits and bond them using a jumper. Install nonmetallic bushings or end bells on other types of conduit. Install pull tape in conduit or innerducts to remain empty, with at least 2 feet of slack at each end. Attach the tape's ends to the conduit.

#### Conduit Installation for Structures:

Paint exposed Type 1 conduit the same color as the structure.

Install galvanized steel hangers, steel brackets, and other fittings to support conduit in or on a wall or bridge structure. Install an expansion fitting at structure expansion joints with a movement rating of less than 1-1/2 inch. Install a conduit expansion-deflection fitting at structure expansion joints with a movement rating of 1-1/2 inch or greater.

#### New Structures:

Seal and make watertight the conduits which lead to soffits, wall-mounted luminaires, other lights, and fixtures located below the pull box grade. If you place a conduit through the side of a nonmetallic pull box, terminate the conduit 2 inches from the wall and 2 inches above the bottom. Slope the conduit toward the top of the box. For ease of installation and if authorized, you may use Type 4 conduit instead of Type 1 conduit for the final 2 feet of conduit entering a pull box in a reinforced concrete structure. For conduit installed inside of bridge structures, you must:

1. Install precast concrete cradles.
2. Bond precast concrete cradles to a wall or bridge structure with one of the following:
  - 2.1. Epoxy adhesive for bonding freshly-mixed concrete to hardened concrete
  - 2.2. Rapid-set epoxy adhesive for pavement markers
  - 2.3. Standard-set epoxy adhesive for pavement markers
3. Use a pipe sleeve or form an opening for a conduit through a bridge structure. The sleeve or opening through a prestressed member or conventionally reinforced precast member must be:
  - 3.1. Oriented transverse to the member
  - 3.2. Located through the web
  - 3.3. No more than 4 inches in size
4. Wrap the conduit with 2 layers of asphalt felt building paper and securely tape or wire the paper in place for a conduit passing through a bridge abutment wall. Fill the space around the conduit with mortar under section 51-1, except the proportion of cementitious material to sand must be 1 to 3. Fill the space around the conduits after prestressing is completed. Mark the location of conduit ends with a 3-inch tall "Y" for all conduits installed in structures or terminating at curbs. Mark the "Y" on the face of a curb, gutter or wall, directly above the conduit, and above grade line.

#### Existing Structures:

Run surface-mounted conduit straight and true, horizontal or vertical on the wall, and parallel to walls on ceilings or similar surfaces. Support the conduit at a maximum of 5-foot intervals where needed to prevent vibration or deflection. Support the conduit using galvanized, malleable-iron, conduit clamps, and clamp backs secured with expansion anchorage devices. Use the largest diameter of galvanized, threaded studs that will pass through the mounting hole in the conduit clamp.

#### Conduit Installation Underground:

Notify the Engineer at least 4 business days before starting horizontal directional drilling method or

jack and drill method. Install conduit to a depth of:

1. 18 inches, minimum, under sidewalk and curbed paved median areas
2. 42 inches, minimum, below the bottom of the rail of railroad tracks
3. 30 inches, minimum, everywhere else below grade

Install Type 1 or Type 2 conduit with explosion-proof sealing fittings, within the limits of hazardous locations as specified in NEC for Class I, division 1. Install a minimum 1-1/2-inch diameter Type 1 or Type 2 conduit under railroad tracks. You may lay conduit on existing pavement within a new curbed median constructed on top. Install conduit under pavement by either the horizontal directional drilling method or jack and drill method. Place conduit couplings at a minimum of 6 inches from the face of a foundation.

Conduit in Trenches:

Backfill trench with:

1. A minimum of 2 inches of sand bedding before installing the conduit
2. 18 inches of slurry concrete over the conduit
3. Native material over the slurry cement

Use slurry concrete under section 19-3.02E except, the size of the aggregate must be 3/8 inch or smaller. Grade the trench surface to match the existing grade.

Trench-In-Pavement:

Install conduit in a trench approximately 2 inches wider than the outside diameter of the conduit but not exceeding 6 inches in width. Dig the trench by hand to the required depth at pull boxes. When work includes resurfacing the road:

1. Complete the trenching before the final pavement layer is applied
2. Backfill the trench with slurry cement up to the pavement's surface by the end of each workday

When work does not include resurfacing the road and the trench is in asphalt concrete pavement, backfill the:

1. Trench with slurry cement up to 2 inches below the pavement's surface by the end of each workday
2. Remaining top 2 inches with HMA Type A under Section 39-2, within 3 days after trenching. Clean the trench and apply a tack coat before placing the HMA

Installation of Pull Boxes:

Install pull boxes no more than 200 feet apart.

Place the cover on the box when not working in it.

Roadway Pull Boxes:

You may install larger pull boxes than specified or shown and additional pull boxes to facilitate the work except in structures. Where a roadway pull box is adjacent to a post or standard, place the pull box within 5 feet from the post or standard on the downstream side of traffic when practical. Install a pull box on a minimum 6-inch deep bed of crushed rock and grout it before installing conductors. The grout must be from 0.5 to 1 inch thick and sloped toward the drain hole. Place a layer of roofing paper between the grout and the crushed rock sump. Make a 1-inch drain hole through the grout at the center of the pull box. Set the pull box such that the top is 1-1/4 inches above the surrounding grade in unpaved areas and leveled with the finished grade in sidewalks and other paved areas. Grout around conduits that are installed through the sides of the pull box. Bond and ground the metallic conduit before installing conductors and cables in the conduit. Bond metallic conduits in a nonmetallic pull box using bonding bushings and bonding jumpers. Do not install pull boxes in concrete pads, curb ramps, or driveways. Reconstruct the sump of a pull box if disturbed by your activities. If the sump was grouted, remove and replace the grout.

### Nontraffic Pull Boxes

For a buried nontraffic pull box set the box such that the top is from 6 to 8 inches below the surrounding grade. Place a 20-mil-thick plastic sheet made of HDPE or PVC virgin compounds to prevent water from entering the box. When a pull box is in a structure, modify the base as required. Place mortar between a nontraffic pull box and a pull box extension. Where a nontraffic pull box is in the vicinity of a curb in an unpaved area, place the box adjacent to the back of the curb if practical. If you replace the cover on a nontraffic pull box, anchor it to the box.

### Traffic Pull Boxes

Place minor concrete around and under a traffic pull box as shown. Bolt the steel cover to the box when not working in it. Bond the steel cover to the conduit with a minimum 3-foot-long jumper and bolt it down after installing the conductors and cables.

### Structure Pull Boxes

Install structure pull boxes parallel to the structure. After removing the knockouts, flatten the surrounding area. Bond conduit to a structure pull box using locknuts on the inside and outside of the box. Cover pull boxes with a 1/4-inch plywood during pouring of PCC. For a no. 9 pull box, the upper edge of the plywood must fit against the lower edge of the rain tight hood. Install no. 7 pull box with bottom flanges flush with the bottom of the box girder. Place top and bottom covers and seal the pull box during PCC pouring. For no. 9 and 9A pull boxes:

1. Form a 1:1 chamfer around the cover
2. Use the drain hole in the center if the box is horizontal and the low end drain hole if the box is inclined
3. Mounted in a sloping parapet, drill a 1/2-inch elongated drain hole in the center if the box is horizontal or the low end if the box is inclined

### Excavating and Backfilling for Electrical Systems

Notify the Engineer at least 72 hours before starting excavation activities. Dispose of surplus excavated material. Restrict closures for excavation on a street or highway to 1 lane at a time unless otherwise specified.

### Trenching

Do not trench until conduit or direct burial cables are on-site and ready for installation. Place excavated material in a location that will not interfere with traffic or surface drainage. Compact native material backfill to a minimum relative compaction of:

1. 95 percent when placed within the hinge points and in areas where pavement is to be constructed
2. 90 percent when placed outside the hinge points and not under pavement

Restore the sidewalks, pavement, and landscaping at a location before starting excavation at another location.

### Concrete Pads, Foundations, and Pedestals

Construct concrete pads, foundations, and pedestals as shown on the SCE plan sheets. Pads must be a minimum of 24 inches in length, 4 inches in thickness unless noted otherwise, and must match the width of the foundation. In unpaved areas, place the top of the foundation 6 inches above the surrounding grade, except place the top:

1. 1 foot 6 inches above the grade for 336LS cabinets
2. 1 foot 8 inches above the grade for Type C telephone demarcation cabinets
3. 2 inches above the grade for Type III service equipment enclosures

The pad must be 2 inches above the surrounding grade in unpaved areas. In and adjacent to the

sidewalk and other paved areas, place the top of the foundation 4 inches above the surrounding grade. The concrete pad must be level with the finished grade in paved areas.

#### Conductors and Cables Installations

The installation of conductors and cables includes splicing conductors and attaching the terminals and connectors to the conductors. Clean the conduit and pull all conductors and cables as a unit.

If new conductors or cables are to be added in an existing conduit:

- 1 Remove the content
2. Clean the conduit
3. Pull both old and new conductors and cables as a unit

Provide conductor and cable slack to comply with the requirements shown:

Lighting standard 1'

Pull box 3'

Splice 3'

Controller cabinet 6'

Wrap conductors and secure cables to the end of the conduit in a pull box. Seal the ends of conduits with a sealing compound after installing conductors or cables. Neatly arrange conductors and cables inside pull boxes and cabinets. Tie the conductors and cables together with self-clinching nylon cable ties or enclose them in a plastic tubing or raceway. Identify conductors and cables by direct labeling, tags, or bands fastened in such a way that they will not move. Use mechanical methods for labeling. Provide band symbol identification on each conductor or each group of conductors comprising a signal phase in each pull box and near the end of terminated conductors. Tape the ends of unused conductors and cables in pull boxes to form a watertight seal. Do not connect the push-button or accessible pedestrian signal neutral conductor to the signal neutral conductor. Install a tracer wire.

#### Cables:

Do not splice category 5E and 6 cables.

Do not splice telephone cables between the telephone demarcation point and the controller cabinet.

Provide identification for each cable in each pull box showing the signal standard to which it is connected.

Install a minimum no. 8 grounding copper conductor in conduit and connect it to all-metal components. Where conductors from different service points occupy the same conduit or standard, enclose the conductors from one of the services in flexible or rigid metal conduit.

#### Direct Burial Aluminum Cable:

Install direct burial aluminum cable at a minimum 30 inches below grade in unpaved areas or at a minimum 18 inches below finished grade in paved areas. Do not splice the direct burial aluminum cable between pull boxes and enclosures. Fill trench with slurry cement backfill to between 4 to 6 inches below finished grade. Fill the remaining trench to finished grade with native material. In paved area, fill the remaining trench to finished grade with the same material of the paved area.

#### Conductor and Cables Splices

##### General

You may splice:

1. Grounded conductors in a pull box
2. Ungrounded conductors in a pull box if modified

Solder all copper conductor splices using the hot iron, pouring, or dipping method. Do not perform open-flame soldering. Do not solder aluminum conductors.

#### Splice Insulation Methods:

Insulate splices in a multiconductor cable to form a watertight joint and to prevent moisture absorption by the cable. Use heat-shrink tubing or Method B to insulate a splice. Use heat-shrink tubing as follows:

1. Cover the splice area completely with an electrical insulating coating and allow it to dry.
2. Place mastic around each conductor before placing them inside the tubing. Use the type of mastic specified in the tubing manufacturer's instructions.
3. Heat the area under the manufacturer's instructions. Do not perform open-flame heating. After contraction, each end of the heat-shrink tubing or the open end of the tubing's end cap must overlap the conductor insulation at least 1-1/2 inches.
4. Cover the entire splice with an electrical insulating coating and allow it to dry.

#### Use Method B as follows:

1. Cover the splice area completely with an electrical insulating coating and allow it to dry.
2. Apply 3 layers of half-lapped, PVC electrical tape.
3. Apply 2 layers of butyl-rubber, stretchable tape with liner.
4. Apply 3 layers of half-lapped, PVC, pressure-sensitive, adhesive tape.
5. Cover the entire splice with an electrical insulating coating and allow it to dry.

#### Connectors and Terminals:

Apply connectors and terminals to cables and conductors using a crimping compression tool under the manufacturer's instructions. The tool must prevent opening of the handles until the crimp is completed. Install crimp-style terminal lugs on stranded conductors smaller than no. 14. Solder no. 8 and smaller copper conductors to connectors and terminal lugs.

Install Standards, Poles, Pedestals, and Posts Install standards, poles, pedestals, and posts under section 56-3. Ground standards with a handhole by attaching a bonding jumper from the bolt or lug inside the standard to a metal conduit or to the grounding wire in the adjacent pull box. The bonding jumper must be visible when the handhole cover is removed. Ground standards without a handhole or standards with a slip base by attaching a bonding jumper to all anchor bolts using ground clamps and connecting it to a metal conduit or to the grounding wire in the adjacent pull box. The bonding jumper must be visible after mortar has been placed on the foundation.

#### Coordination with Utility Service

The County arranges with the utilities for completion of the connections and pays all costs and fees required by the utilities.

#### Electric Service:

If service equipment is to be installed on a utility-owned pole, furnish and install the conduit, conductors, pull boxes, and other necessary material to complete the service installation as shown on the plans. The service utility decides the position of the riser and equipment on the pole.

#### Telecommunications Service:

Establishing telecommunication service includes installing conduit, conductors, and pull boxes and making connections from the service point to the telecommunications cabinet, possibly within an existing building.

#### Grounding Electrodes:

Install a grounding electrode for each cabinet, service equipment enclosure, and transformer. Attach a grounding conductor to the electrode using either a ground clamp or exothermic weld. Connect the other end of the conductor to the cabinet, service equipment enclosure, and transformer.

#### Service Equipment Enclosures:

Installing a service equipment enclosure includes constructing the foundation and pad and installing conduit, adjacent pull boxes, and grounding electrode. Locate the foundation such that the minimum clearance around the front and back of the enclosure complies with NEC. Apply a sealing compound between the foundation and the enclosure before installing the enclosure. Bond and ground metal conduit as specified in NEC and by the service utility except the grounding electrode conductor must be no. 6 or larger. If circuit breakers and components do not have a description on engraved phenolic nameplates, install them using stainless steel rivets or screws.

#### Cabinets:

Installing a cabinet includes constructing the foundation and pad and installing conduit, adjacent pull boxes, and grounding electrode. Apply a mastic or caulking compound before installing the cabinet on the foundation to seal the openings. Connect the field wiring to the terminal blocks in the cabinet. Neatly arrange and lace or enclose the conductors in plastic tubing or raceway. Terminate the conductors with properly sized captive or spring spade terminals. Apply a crimp-style connector and solder them. Install and solder a spade-type terminal on no. 12 and smaller field conductors and a spade-type or ring-type terminal on conductors larger than no. 12.

### TEMPORARY ELECTRICAL SYSTEMS

#### GENERAL

This section includes specifications for providing, maintaining, and removing temporary electrical systems.

Temporary systems may be mounted on wood posts or trailers.

Obtain the Department's authorization for the type of temporary electrical system and its installation method. A temporary system must operate on a continuous, 24-hour basis. A temporary electrical system must have a primary power source and a back-up power source from:

1. Commercial utility company
2. Generator system
3. Photovoltaic system

#### MATERIALS

##### Generators

A generator must:

1. Be 120 V(ac) or 120/240 V(ac), 60 Hz, 2.5 kW minimum, continuous-duty type
2. Be powered by a gasoline, LPG, or diesel engine operating at approximately 1,800 rpm with an automatic oil feed
3. Be equipped to provide automatic start-stop operation with a 12 V starting system
4. Have generator output circuits that have overcurrent protection with a maximum setting of 15 A
5. Have a spark arrester complying with Pub Cont Code § 4442

##### Automatic Transfer Switches

An automatic transfer switch must provide:

1. Line voltage monitoring in the event of a power outage that signals the back-up power source to start
2. Start delay, adjustable from 0 to 6 seconds, to prevent starting if the power outage is only momentary  
and a stop delay, adjustable from 0 to 8 minutes, to allow the back-up power source to unload
3. Transfer delay from 0 to 120 seconds to allow the back-up power source to stabilize before connecting to the load and retransfer delay from 0 to 32 minutes to allow the line voltage to stabilize



## EXISTING ELECTRICAL SYSTEMS

### GENERAL

This section includes general specifications for performing work on existing electrical systems.

### CONSTRUCTION

#### General

Remove unused underground conduit after pulling out all conductors and removing conduit terminations from the pull boxes. Remove foundations.

#### Maintaining Existing Electrical Systems

##### General

Maintain the existing electrical system in working order during the progress of the work. Conduct your operations to avoid damage to the elements of the systems.

### PAYMENT:

Payment for Electrical Systems is the lump sum price bid once the electrical system is complete and accepted by the Engineer.

Payment for existing utilities removal is the price per linear foot of conduit and conductor removed and measured by the Engineer.

## 98 OTHER UTILITIES

### GENERAL

Install utility lines, valves and related items not covered by other sections of these specifications as shown on the plans, such that they are functional for their intended purpose and installed in accordance with current industry practice.

### SUBMITTALS

Submit cut sheets for all materials electronically to the Engineer.

### MATERIALS

Materials shall match or be superior to existing materials and meet applicable codes or regulations. Materials that will become the property of the respective utility company shall meet the requirements of that company.

Non-metallic lines shall have a 10-gauge insulated solid, continuous copper wire taped to the line, and brought to the surface in places designated by the Engineer.

### CONSTRUCTION

Installation methods shall be in accordance with current industry practice. Trench depths shall be as required by the respective utility company or building code.

Leak test new utility lines transporting fluids prior to connection to existing lines. Bury the new utility lines, and pressurize the lines with air or water to 1.5 times the working pressure. If any observable pressure drop occurs within two hours, you may repeat the test, or locate the leak and repair it.

Trench backfill shall conform to building code requirements, utility company requirements, or at a minimum be buried 30 inches deep, with 6 inches of sand surrounding the utility and native soil to the surface, compacted to 90% of maximum density.

### COORDINATION WITH UTILITY COMPANIES

Coordinate construction activities with the utility company as necessary. Arrange to have new facilities available for their inspection if needed.

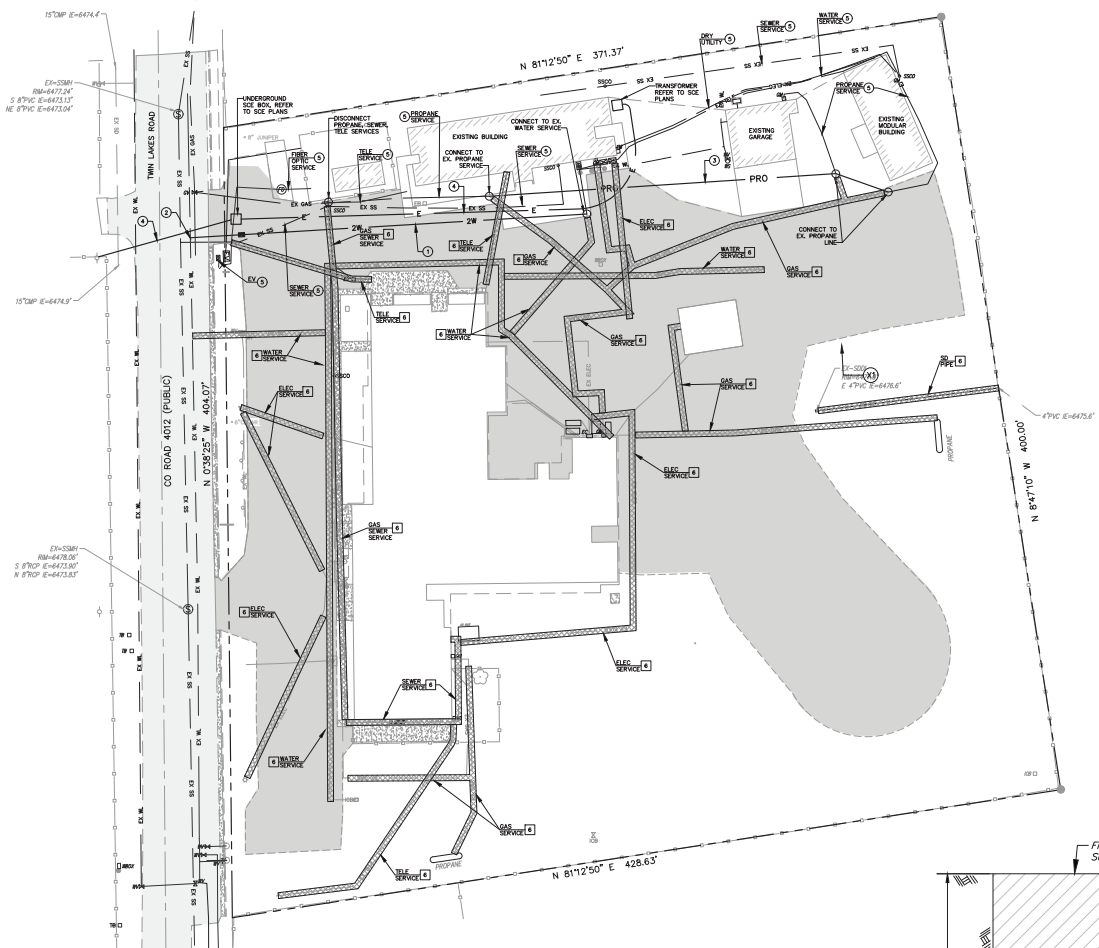
### PAYMENT

The lump sum price bid will be paid upon completion of the utility and acceptance by the Engineer.

Payment for existing utilities removal is the price per linear foot of conduit and conductor removed and measured by the Engineer.

# MONO COUNTY ADULT DETENTION FACILITY - HOSPITAL DEMOLITION AND UTILITIES

221 TWIN LAKES ROAD  
MONO COUNTY, CALIFORNIA  
PROJECT 9646-3



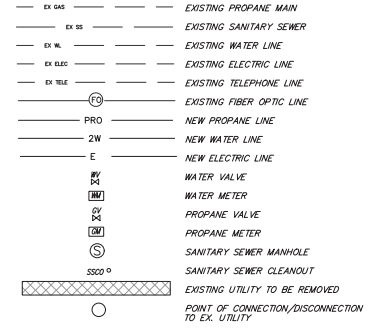
### INDEX TO SHEETS

SHEET C1 - UNDERGROUND UTILITY PLANS  
SHEET C2 - ABOVE GROUND DEMOLITION PLANS

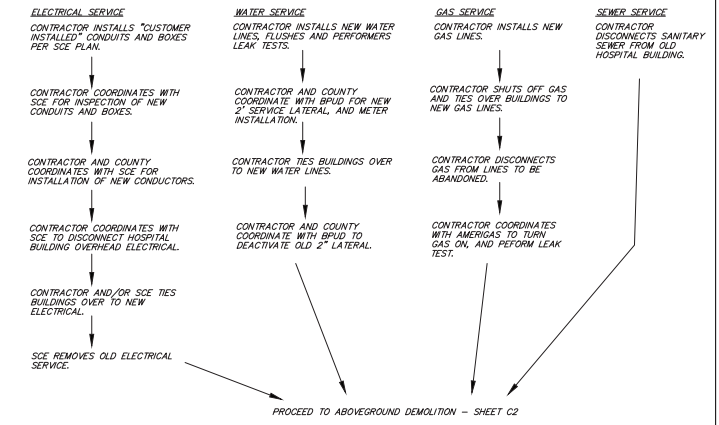
### CONSTRUCTION NOTES

- 1 INSTALL 2" HDPE DOMESTIC WATER SERVICE AND METER PER TRENCH DETAIL ON THIS SHEET.
- 2 CONNECT TO EX. WATER MAIN PER BRIDGEPORT PUBLIC UTILITY DISTRICT REQUIREMENTS.
- 3 INSTALL PROPANE SERVICE PER AMERICAS REQUIREMENTS. CONNECT TO EXISTING SERVICE AS SHOWN ON PLAN.
- 4 INSTALL ELECTRICAL SERVICE PER SCE PLAN.
- 5 PROTECT UTILITY IN PLACE.
- 6 REMOVE EXISTING UTILITY.

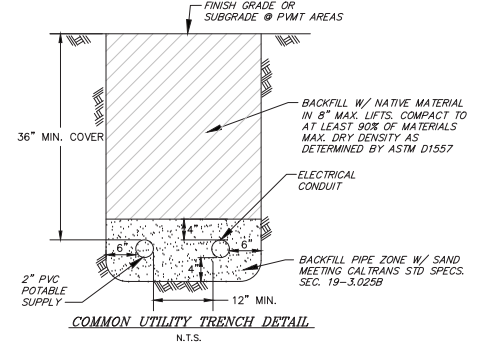
### LEGEND



### ORDER OF TASKS FLOW CHART



UNDERGROUND UTILITY PLAN



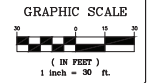
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REVISIONS:	BY:

PREPARED FOR:  
MONO COUNTY  
DEPARTMENT OF PUBLIC WORKS  
P.O. BOX 457  
74 N. SCHOOL STREET  
BRIDGEPORT, CA 95317

## HOSPITAL DEMOLITION AND UTILITIES UNDERGROUND UTILITY PLAN MONO COUNTY, STATE OF CALIFORNIA

DATE	04/27/2023
SCALE	AS SHOWN
DRAWN	MYP
CHECKED	
JOB NO.	01.4460
DWG	C1
SHEET	1 of 2

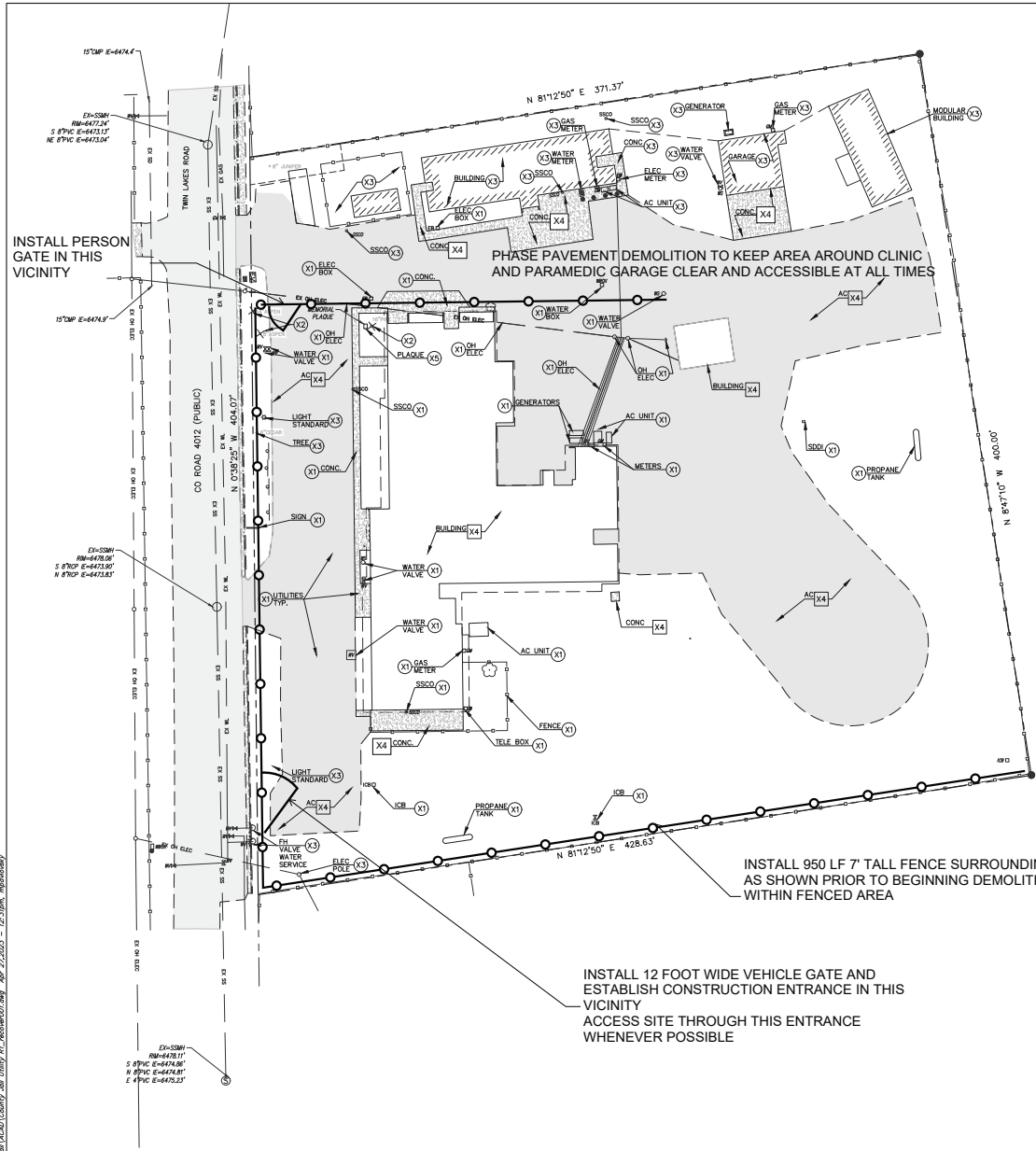


2.01 Mono County 1460 County Jail (C1) County Jail Utility Plan - revision 01.dwg - Apr 27, 2023 - 12:31pm - mpa@trio.com



800-227-2800

2:01 Mammoth 1460 County Jail (AC) County Jail Utility Plan - revision 01.dwg - Apr 22, 2023 - 12:31pm - mpa@mhca.com



**CONSTRUCTION LEGEND**

- (X1) REMOVE EXISTING FACILITY.
- (X2) REMOVE TREE.
- (X3) FACILITY TO REMAIN, PROTECT IN PLACE.
- (X4) DEMO EXISTING FACILITY.
- (X5) REMOVE FLAQUE WITH CARE AND DELIVER TO PUBLIC WORKS.

**REMOVAL QUANTITIES**

AC: 740 CY  
 CONCRETE: 600 CY  
 BUILDING:

**LEGEND**

- EX GAS ——— EXISTING PROPANE MAIN
- EX SS ——— EXISTING SANITARY SEWER
- EX WL ——— EXISTING WATER LINE
- EX ELEC ——— EXISTING ELECTRIC LINE
- EX TELE ——— EXISTING TELEPHONE LINE
- EX FIBER ——— EXISTING FIBER OPTIC LINE
- WV — WATER VALVE
- WM — WATER METER
- GV — GAS VALVE
- PM — PROPANE METER
- SSM — SANITARY SEWER MANHOLE
- SSC — SANITARY SEWER CLEANOUT
- AC — EXISTING AC
- CONC — EXISTING CONCRETE
- X — REMOVE TREE
- — — — — SAWCUT LINE

**NOTE:**

DEMOLITION OF PAVEMENT SHALL BE PHASED SUCH THAT ACCESS TO EXISTING BUILDINGS IS MAINTAINED.



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REVISIONS:	BY:

PREPARED FOR:  
 MONO COUNTY  
 DEPARTMENT OF PUBLIC WORKS  
 P.O. BOX 457  
 74 N. SCHOOL STREET  
 BRIDGEPORT, CA 93517

**HOSPITAL DEMOLITION AND UTILITIES  
 DEMOLITION PLAN**  
 MONO COUNTY, STATE OF CALIFORNIA

DATE	04/27/2023
SCALE	AS SHOWN
DRAWN	MYP
CHECKED	
DWG NO.	01.4460
REV	C2
SHEET	2 OF 2



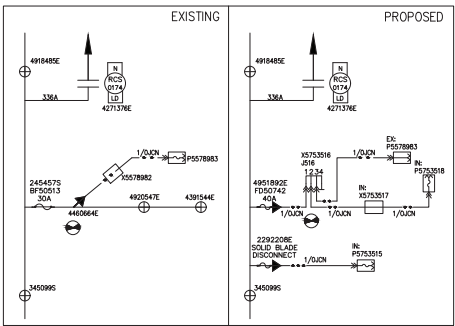
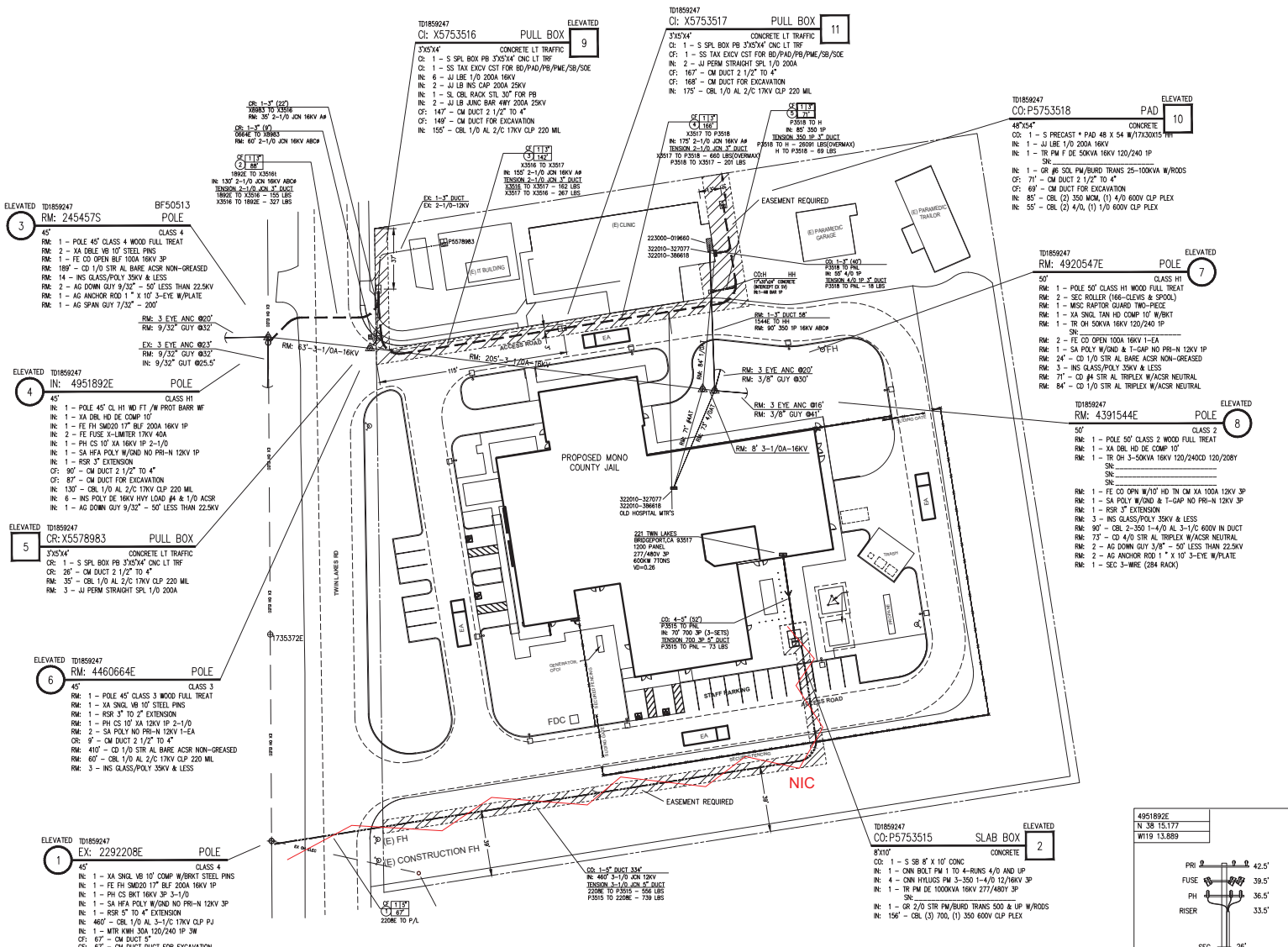
# FINAL DESIGN

## APPROVED FOR CONSTRUCTION



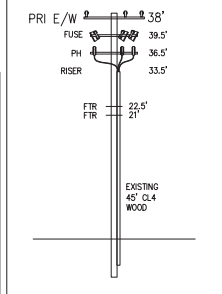
SCALE: 1" = 30'  
PICKLE MEADOWS 16KV  
BRIDGEPORT SUB

SEE PAGE 2 FOR  
ADDITIONAL  
CONSTRUCTION  
DETAILS

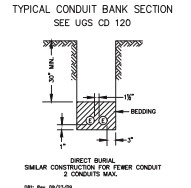
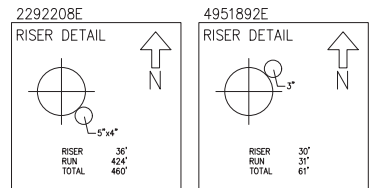


2292208E
N 38 15.177
W119 13.889

**UNDERGROUND SERVICE ALERT**  
Contact USA  
Dial 811 or 800-422-4133  
www.digalert.org/contact  
For Underground Locating  
Two Working Days Before You Dig  
DIB Rev. 05/28/20

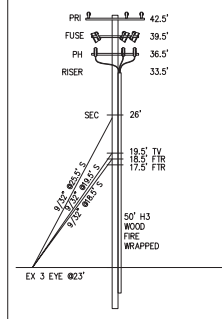


PROJECT REQUIREMENTS (Y/N)	
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PERM 88 REQUIRED	<input checked="" type="checkbox"/>
UG CIVIL ONLY WORK ORDER	<input checked="" type="checkbox"/>
PERMIT REQUIRED	<input checked="" type="checkbox"/>
PERMIT TYPE: MONO BLANKET	<input checked="" type="checkbox"/>
OUTAGE DATE: _____ TIME: _____	
TRAFFIC CONTROL REQUIRED	<input checked="" type="checkbox"/>
PERM CONTROL REQUIRED	<input checked="" type="checkbox"/>
CONFORMANCE LETTER REQ'D	<input checked="" type="checkbox"/>
ENVIRONMENTAL REQUIREMENTS DOCUMENT (ESD) REQUIRED	<input checked="" type="checkbox"/>
CSD 140 (TLM) REQ'D	<input checked="" type="checkbox"/>
DIG ALERT APP	<input type="checkbox"/>
VERIFIED ACTIVE AND CONFIRMED USA TICKETS	<input type="checkbox"/>
UTILITY NOTIFIED	<input type="checkbox"/>
STANDARD AGREEMENT: 2_0/2022_Y	



T.I.M. DATA: 5753518			
SIZE	KVA	CUST	% LOAD
EXIST.	---	---	---
PROP.	50	20	3
VOLTAGE DROP: ---			
FLUCKER FACTOR: ---			
PRI. CIRCUIT: PICKLE MEADOWS			
DATE REV: 12/16/21			

T.I.M. DATA: 5753515			
SIZE	KVA	CUST	% LOAD
EXIST.	---	---	---
PROP.	100	208	1
VOLTAGE DROP: ---			
FLUCKER FACTOR: ---			
PRI. CIRCUIT: PICKLE MEADOWS			
DATE REV: 12/16/21			



DESIGNER	EDISON	PROJ. MGR.	PLANNER	RAFFERTY, TM	DESIGNER	PALACIO, JESSICA
PROJECT NO.	5753518	PHONE	PHONE	760-920-5025	ASSOC. DESIGNER	
CLIENT	SOUTHERN CALIFORNIA EDISON	DATE	DATE	12/16/21	ASSOC. DESIGNER	
PROJECT TITLE	PICKLE MEADOWS 16KV	PRODUCT	PRODUCT	1899247-LINE EXTENSION	ASSOC. DESIGNER	
REV. / P.S. NO.		CREDIT CODE	PRODUCT	3	ASSOC. DESIGNER	
INDUSTRY MAP	LC-0436-H	J.P.A. NO.				
PROPOSED CONSTRUCTION (LOCATION)						
NEW MONO COUNTY JAIL						
221 TRIN LAKES RD						
BRIDGEPORT CA 93517						
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAK #	SHEET
						1 of 2
Southern California Edison Company						DESIGN NO. 1406335_0.01

FILE NAME: 1406335\_0.01.DWG DATE: 12/16/21 1:44 PM USER: JESSICA.PALACIO



**SOUTHERN CALIFORNIA EDISON  
TRANSMISSION AND DISTRIBUTION**

**Electrical Service  
Requirements  
(ESR)**

**2022— FIRST QUARTER ISSUE**  
**January 28, 2022**

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Direct technical questions/comments to:

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Published by:

Transmission & Distribution • Southern California Edison  
Standards & Publications, 1 Innovation Way, Pomona, California 91768-2560



# Electrical Service Requirements (ESR)

## Revision Summary

### 2021 Fourth Quarter Issue

**Effective Date: October 29, 2021**

## Overview

The main purpose of this revision summary is to describe new revisions to this manual. (Some or all of the information may have been previously communicated to field personnel by other means.)

[Table 1](#) lists the revisions. Clickable page/sheet numbers link directly to individual revisions or the first of a series of revisions.

[Table 2](#) defines four types of revisions: (1) Admin (Administrative), (2) Technical, (3) New, and (4) Pilot.

**Note:** *Admin and Technical revisions to existing standards or existing Pilot projects are identified with change bars | in the left margin. New standards (as well as new pilot projects) do not receive change bars. Editorial revisions, such as corrections to spelling, do not receive change bars.*

A [Getting Help](#) section provides contact information.

**Table 1: Revisions**

Chapter	Page	Description	Type
ESR-2	<a href="#">33</a>	Added note to Figure 2-16 to require a 3' x 3' concrete working space in front of permanent customer-owned service and meter poles.	Admin
ESR-3	<a href="#">18</a>	Removed 'paint applied with stencil' as an example of a permanent meter marking.	Admin
ESR-3	<a href="#">46-47</a>	Added address label callout to Figure 3-27. Added new Note 12 to Figure 3-27 requiring a 36-inch flat concrete working space at the meter section and the utility/pull section of pedestals.	Admin
ESR-3	<a href="#">48</a>	Added address label callout to Figure 3-28. Added new Note 9 to Figure 3-28 requiring a 36-inch flat concrete working space at the meter section and the utility/pull section of pedestals.	Admin
ESR-5	<a href="#">19</a>	Removed CATV TELCO equipment from Figure 5-4 to avoid misinterpretation.	Admin

**Table 2: Revision Types**

Type	Definition
Admin	Administrative revisions do not significantly affect design, construction, maintenance or operation of the electrical distribution, substation, and transmission systems. They do not require Standards Review Team (SRT) or management approval; however, they have been approved by other organizations, as appropriate. They may include updates to material codes, updates to references, updates to standards for clarity, or deletions of outdated information.
Technical	Technical revisions are engineering changes to existing standards. They affect the design, construction, maintenance or operation of the electrical distribution, substation, and transmission systems. They require SRT and management approval.
New	Refers to a new standard. New technical standards require SRT and management approval.
Pilot	A <i>Pilot</i> is an in-field evaluation of a piece of equipment or work method, with the intention of approving for standardized use. Pilot standards will have a <b>PILOT</b> watermark so that they are easily identified throughout this manual.

## Getting Help

### ***Technical Issues***

If you have any comments, corrections, questions, or suggestions concerning manual revisions, please contact one of the following individuals at the numbers provided, or click on the name to send an email

- [Alaira Bilek](#) (Manager) — PAX: 54156 Outside: (714) 702-4763
- [Gilbert W. Aceves](#) (Construction Methods) — PAX: 15249 Outside: (909) 329-9445

### ***Address Corrections***

Send address changes to:

Southern California Edison  
7400 Fenwick Lane  
Westminster, CA 92683-5288

ATTN: Alaira Bilek



Vik Trehan

Director, Design Engineering & Work Management

## ESR-1: General Information

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APPROVED <i>RR</i>	<b>Electrical Service Requirements</b> ► SCE Public ◀	PAGE 1-1

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## ESR-1: General Information

### 1.0 Scope and Purpose

The Electrical Service Requirements (ESR) presented in this document provide detailed amplifications of certain established rules of Southern California Edison (SCE), An Edison International Company, (also referred to as the “Company”) pertaining to electrical service connections, together with customers’ installations of service wiring and service equipment. These requirements are issued for the guidance and assistance of electrical contractors, engineers, architects, and manufacturers engaged in the installation and design of electrical service wiring and service equipment. As an additional convenience, certain extracts from G.O. 95, Rules for Overhead Line Construction; G.O. 128, Rules for Construction of Underground Electric Supply and Communications Systems, of the California Public Utilities Commission (CPUC) concerning service installations have been included as references.

In localities where no local ordinance is in force and where no provision has been made for inspection by local or other authorities, the Company shall determine if a service wiring installation has been made in a safe and workman-like manner before making a service connection to such installation.

For the purpose of these requirements, the customer or any other person, firm, or corporation making a service wiring installation will be considered the “electrical contractor.”


Any unusual situation, not specifically covered in these ESRs, should be referred to the Company Service Planning Office in the location where the service is supplied. Service Planning Offices are located at various Service Centers throughout the SCE territory. To find the telephone number of the Service Planning Office nearest you, see [Table 1-1](#).

### 2.0 Edison Office Locations, Telephone Numbers, and Community Index

Southern California Edison has an extensive network of Customer Service offices and telephone information numbers to serve builders, developers, and electrical contractors. [Table 1-1](#) is an alphabetical listing of SCE Service Centers with addresses and planning office telephone numbers. [Table 1-2](#) is an alphabetical listing of cities and communities served by the Company and indicates the SCE Service Center responsible for its service. Use this table to identify the SCE Service Center serving the geographic location for which you need assistance. The corresponding telephone number for the Service Center can be found in [Table 1-1](#). Call this number when information is needed for new construction, relocation of metering facilities, overhead or underground wiring, temporary power poles, or any question or request that may require a technical response regarding these subjects. When calling these locations please ask for the service planner for your specific project location.

If you need additional information or technical assistance relating to these requirements, contact Gilbert Aceves at (909) 329-9445 or e-mail him at [gilbert.aceves@sce.com](mailto:gilbert.aceves@sce.com). For administrative inquiries, such as new manuals, revisions, and so forth, call (909) 548-7108 or FAX (909) 548-7050. In addition, you may address your technical questions to the attention of Gilbert Aceves at:


Southern California Edison  
Transmission and Distribution, Construction Methods  
14005 S. Benson Ave.  
Chino, CA 91710-7026

EFFECTIVE DATE 07-30-2021	General Information	ESR-1
APPROVED 	Electrical Service Requirements ► SCE Public ◀	PAGE 1-3

The *General Service* number, (800) 655-4555, is provided for establishing electrical service in a customer's name, meter reading, and billing questions, requests for discontinuing service, information regarding delinquent accounts, and questions of a general nature. Information is also available on our Web site: <http://www.sce.com/>.

**Table 1-1: Service Planning Office—Telephone Numbers and Locations**

Service Center	Location	Telephone/ FAX Number
Antelope Valley	42060 10th Street West, Lancaster, CA 93534-4349	(661) 726-5617 FAX (661) 726-5680
Arrowhead	26364 Pine Avenue, Rimforest, CA 92378	(909) 336-4204 FAX (909) 336-4220
Barstow	30553 Rimrock Road, Barstow, CA 92311	(760) 252-6416 FAX (760) 252-6406
Bishop	374 Lagoon Street, Bishop, CA 93514	(760) 873-2991 FAX (760) 873-2921
Blythe	505 West 14th Avenue, Blythe, CA 92225	(760) 921-1605 FAX (760) 922-0662
Catalina Island	2800 East Willow Street, Long Beach, CA 90806	(562) 981-8237 FAX (562) 981-8289
Compton	P.O. Box 4699, Compton, CA 90224 1924 Cashdan Street, Compton, CA 90224	(310) 608-5023 FAX (310) 608-5033
Covina	800 West Cienega, San Dimas, CA 91773	(909) 592-3709 FAX (909) 357-6185
Foothill	7951 Redwood Avenue, Fontana, CA 92336	(909) 357-6103 FAX (909) 357-6113
Fullerton	1851 West Valencia Drive, Fullerton, CA 92833	(714) 870-3225 FAX (714) 870-3284
Huntington Beach	7333 Bolsa Avenue, Westminster, CA 92683	(714) 934-3674 FAX (714) 895-0188
Kernville	120 Woodland Drive, Wofford Heights, CA 93285	(760) 376-2235 FAX (760)-376-4973
Long Beach	2800 East Willow Street, Long Beach, CA 90806	(562) 981-8237 FAX (562) 981-8289
Mammoth	P.O. Box 7329 3001 Chateau Road, Mammoth Lakes, CA 93546	(760) 924-4810 FAX (760) 924-4823
Monrovia	1440 South California Street, Monrovia, CA 91016	(626) 303-8489 FAX (626) 303-8406
Montebello	1000 Potrero Grande Drive, Monterey Park, CA 91755	(323) 720-5220 FAX (323) 720-5252
Ontario	1351 East Francis Street, Ontario, CA 91761	(909) 930-8591 FAX (909) 930-8438
Palm Springs	36100 Cathedral Canyon Drive, Cathedral City, CA 92234	(760) 202-4286 FAX (760) 202-4294
Redlands	287 Tennessee Street, Redlands, CA 92373	(909) 307-6791 FAX (909) 307-6714
Ridgecrest	510 South China Lake Boulevard, Ridgecrest, CA 93555	(760) 375-1552 FAX (760) 375-1554
Saddleback	14155 Bake Parkway, Irvine, CA 92618	(949) 458-4416 FAX (949) 458-4472
Menifee	26100 Menifee Road, Menifee, CA 92585	(951) 928-8290 FAX (951) 928-8377

<b>ESR-1</b>	<b>General Information</b>	EFFECTIVE DATE 07-30-2021
PAGE 1-4	<b>Electrical Service Requirements</b> ▶ SCE Public ◀	APPROVED 

**Table 1–1: Service Planning Office—Telephone Numbers and Locations (Continued)**


Service Center	Location	Telephone/ FAX Number
San Joaquin Valley	P.O. Box 900, Tulare, CA 93275 2425 South Blackstone Avenue, Tulare, CA 93274	(559) 685-3235 FAX (559) 685-3287
Santa Ana	1241 South Grand Avenue, Santa Ana, CA 92705	(714) 973-5653 FAX (714) 973-5790
Santa Barbara	103 David Love Place, Goleta, CA 93117	(805) 683-5211 FAX (805) 683-5293
Santa Monica	1721 22nd Street, Santa Monica, CA 90404	(310) 315-3271 FAX (310) 315-3217
Shaver Lake	P.O. Box 29, Shaver Lake, CA 93664 41694 Dinkey Creek Road, Shaver Lake, CA 93664	(559) 841-3191 FAX (559) 841-3178
South Bay	505 Maple Avenue, Torrance, CA 90503 P.O. Box 2944, Torrance, CA 90509-2944	(310) 783-9389 FAX (310) 783-9388
Tehachapi	421 West "J" Street, Tehachapi, CA 93561	(661) 823-2504 ALT(661) 823-2513 FAX (661) 823-2511
Thousand Oaks	3589 Foothill Drive, Thousand Oaks, CA 91361	(805) 494-7040 FAX (805) 494-7008
Valencia	25625 West Rye Canyon Road, Valencia, CA 91355	(661) 257-8255 FAX (661) 257-8259
Ventura	10060 Telegraph Road, Ventura, CA 93004	(805) 654-7444 FAX (805) 654-7323
Victorville	12353 Hesperia Road, Victorville, CA 92392	(760) 951-3219 FAX (760) 951-3159
Whittier	9901 Geary Avenue, Santa Fe Springs, CA 90670	(562) 903-3123 FAX (562) 903-3174
Wildomar	24487 Prielipp Drive, Wildomar, CA 92595	(951) 249-8301 FAX (951) 249-8636
Yucca Valley	6999 Old Woman Springs Road, Yucca Valley, CA 92284	(760) 369-5412 FAX (760) 369-5409

EFFECTIVE DATE 07-30-2021	General Information	ESR-1
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**Table 1–2: Service Center Planning Directory (Sheet 1 of 11)**

City	Service Center
Acton	Antelope Valley
Acton	Valencia
Adelanto	Victorville
Aerial Acres	Ridgecrest
Agoura	Thousand Oaks
Agoura Hills	Thousand Oaks
Agua Dulce	Valencia
Agua Fria	Arrowhead
Aguanga	Wildomar
Alberhill	Wildomar
Alessandro	Menifee
Alhambra	Montebello
Alpine Forest	Antelope Valley
Alpine Glen	Arrowhead
Alpine Village	San Joaquin Valley
Alta Loma	Foothill
Alta Loma	Ontario
Altadena	Monrovia
Amberton	Ventura
Amboy	Yucca Valley
Anaheim	Fullerton
Anaheim	Santa Ana
Angelus Oaks	Redlands
Antelope Acres	Antelope Valley
Anza	Menifee
Apple Valley	Victorville
Arcadia	Monrovia
Argus	Ridgecrest
Arlington	Ontario
Armona	San Joaquin Valley
Arnold Heights	Menifee
Arrowbear Lake	Arrowhead
Arrowhead Highlands	Arrowhead
Arrowhead View	Arrowhead
Artesia	Long Beach
Ash Mountain	San Joaquin Valley
Atolia	Ridgecrest
Atwood	Fullerton
Auberry	Shaver Lake
Avalon	Catalina
Azusa	Covina

City	Service Center
Azusa	Monrovia
Bagdad	Yucca Valley
Baker	Barstow
Bakersfield	San Joaquin Valley
Balance Rock	Kernville
Balboa	Huntington Beach
Balboa Island	Huntington Beach
Baldwin Hills	South Bay
Baldwin Hills	Santa Monica
Baldwin Park	Monrovia
Banning	Redlands
Banning	Palm Springs
Banning	Foothill
Bardsdale	Ventura
Barstow	Barstow
Barton Flats	Redlands
Bassett	Covina
Bear Valley Springs	Antelope Valley
Beaumont	Redlands
Bell	Compton
Bell Canyon	Thousand Oaks
Bell Gardens	Compton
Bellflower	Compton
Belltown	Foothill
Belmont Shore	Long Beach
Belvedere	Montebello
Benton	Bishop
Beverly Hills	Santa Monica
Big Bear Lake	Redlands
Big Bear Lake	Victorville
Big Creek	Shaver Lake
Big Pine	Bishop
Big Pines Playground	Victorville
Big Tujunga Canyon	Monrovia
Bishop	Bishop
Bishop Creek	Bishop
Bixby Knolls	Long Beach
Bloomington	Foothill
Blue Cut	Foothill
Blue Jay	Arrowhead
Blythe	Blythe

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**Table 1–2: Service Center Planning Directory (Sheet 2 of 11)**


City	Service Center
Bodfish	Kernville
Bodie	Bishop
Boron	Ridgecrest
Bouquet Canyon	Valencia
Box Canyon	Thousand Oaks
Bradbury	Monrovia
Brea	Fullerton
Bridgeport	Mammoth
Bryman	Victorville
Bryn Mawr	Redlands
Buena Park	Fullerton
Burnt Mill Canyon	Arrowhead
Burnt Mill Heights	Arrowhead
Burtens Camp	Antelope Valley
Cabazon	Palm Springs
Cadiz	Yucca Valley
Cadiz Summit	Yucca Valley
Cajon	Foothill
Calabasas	Thousand Oaks
Calico	Barstow
Caliente	Antelope Valley
Caliente	Kernville
California City	Ridgecrest
California Hot Springs	Kernville
California Hot Springs	San Joaquin Valley
Calimesa	Redlands
Camarillo	Thousand Oaks
Camarillo	Ventura
Camarillo Heights	Ventura
Camp Angelus	Redlands
Camp Nelson	San Joaquin Valley
Camp Sabrina	Bishop
Canoga Park	Thousand Oaks
Cantil	Ridgecrest
Canyon Country	Valencia
Canyon Lake	Wildomar
Carbon Canyon	North Orange Country
Carbon Canyon	Ontario
Carpinteria	Santa Barbara
Carson	Compton
Casa Diablo Hot Springs	Bishop

City	Service Center
Casitas Springs	Ventura
Castaic	Valencia
Catalina	Long Beach
Cathedral City	Palm Springs
Cedar Glen	Arrowhead
Cedar Pine	Arrowhead
Cedar Slope	San Joaquin Valley
Cedarpines Park	Arrowhead
Cerritos	Long Beach
Chalfant	Bishop
Chambless	Yucca Valley
Chapman Woods	Monrovia
Charter Oak	Covina
Chatsworth	Thousand Oaks
Cherry Valley	Redlands
Chilao	Monrovia
China Lake	Ridgecrest
Chino	Ontario
Chino Hills	Ontario
Cima	Barstow
City Terrace	Montebello
Claremont	Covina
Claremont	Ontario
Colton	Redlands
Commerce	Compton
Compton	Compton
Conejo Valley	Thousand Oaks
Convict Lake	Bishop
Corcoran	San Joaquin Valley
Cornell	Thousand Oaks
Corona	Ontario
Corona Del Mar	Huntington Beach
Coronita	Ontario
Coso	Ridgecrest
Costa Mesa	Huntington Beach
Coto de Caza	Saddleback
Cotton Center	San Joaquin Valley
Covina	Covina
Covina	Monrovia
Cowan Heights	Santa Ana
Crest Park	Arrowhead

**Table 1–2: Service Center Planning Directory (Sheet 3 of 11)**

City	Service Center
Crestline	Arrowhead
Crestmore	Foothill
Crestview	Bishop
Crowley Lake	Bishop
Cucamonga	Ontario
Cudahy	Compton
Culver City	Santa Monica
Cuyama Valley	Antelope Valley
Cypress	Fullerton
Daggett	Barstow
Danby	Yucca Valley
Death Valley Junction	Ridgecrest
Deer Lodge Park	Arrowhead
Del Rosa	Redlands
Del Sur	Antelope Valley
Delano	San Joaquin Valley
Desert Center	Blythe
Desert Hot Springs	Palm Springs
Desert Lake	Ridgecrest
Desert Springs	Victorville
Devore	Foothill
Diamond Bar	Covina
Dinkey Creek	Shaver Lake
Dos Palmas	Palm Springs
Downey	Whittier
Doyle Springs	San Joaquin Valley
Duarte	Monrovia
Ducor	San Joaquin Valley
Dunmavin	Ridgecrest
Earlimart	San Joaquin Valley
East Highlands	Redlands
East Los Angeles	Montebello
East Pasadena	Monrovia
East San Gabriel	Montebello
East Tustin	Santa Ana
East Whittier	Whittier
Eastvale	Ontario
Eden Hot Springs	Menifee
Edgemont	Menifee
Edwards	Antelope Valley
Edwards	Ridgecrest

City	Service Center
El Cerrito	Ontario
El Mirage	Victorville
El Modena	Santa Ana
El Monte	Montebello
El Porto	South Bay
El Rio	Ventura
El Segundo	South Bay
El Toro	Saddleback
Elizabeth Lake Ranch Club	Antelope Valley
Ellwood	Santa Barbara
Elsinore	Wildomar
Escondido Canyon	Valencia
Essex	Yucca Valley
Etiwanda	Foothill
Exeter	San Joaquin Valley
Fallbrook	Wildomar
Fallsvale	Redlands
Farmersville	San Jacinto Valley
Fawnskin	Victorville
Fenner	Yucca Valley
Fillmore	Ventura
Firestone Park	Compton
Flintridge	Monrovia
Florence	Compton
Fontana	Foothill
Forest Home	Redlands
Forest Park	Valencia
Fort Irwin	Barstow
Foster Park	Ventura
Fountain Springs	San Joaquin Valley
Fountain Valley	Huntington Beach
Frazier Park	Antelope Valley
Fremont Valley	Ridgecrest
Fresno	Shaver Lake
Friendly Hills	Whittier
Friendly Valley	Valencia
Fullerton	Fullerton
Furnace Creek	Ridgecrest
Garden City Acres	Ventura
Garden Grove	Santa Ana
Gardena	South Bay

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City	Service Center
Garlock	Ridgecrest
Garnet	Palm Springs
Gaviota	Santa Barbara
Giant Forest	San Joaquin Valley
Gilman Hot Springs	Menifee
Glen Avon	Foothill
Glen Helen Ranch	Foothill
Glen Ivy	Wildomar
Glendora	Covina
Glenville	Kernville
Goffs	Yucca Valley
Golden Hills	Antelope Valley
Goldstone	Barstow
Goleta	Santa Barbara
Goodhope	San Jacinto Valley
Gorman	Antelope Valley
Goshen	San Joaquin Valley
Grand Terrace	Redlands
Grandview	Barstow
Grandview Palos Verdes	South Bay
Grangeville	San Joaquin Valley
Granite Station	Kernville
Grass Valley	Arrowhead
Green Acres	Menifee
Green Valley	Antelope Valley
Green Valley Lake	Arrowhead
Greenhorn	Kernville
Guasti	Ontario
Guyama	Thousand Oaks
Hacienda Heights	Covina
Hacienda Heights	Whittier
Hammil	Bishop
Hanford	San Joaquin Valley
Harbor City	Compton
Harbor City	South Bay
Harvard	Barstow
Haskell Canyon	Valencia
Hasley Canyon	Valencia
Havasu Heights	Blythe
Havasu Lake	Blythe
Havasu Landing	Blythe

City	Service Center
Havasu Palms	Blythe
Havilah	Kernville
Hawaiian Gardens	Long Beach
Hawas	Barstow
Hawthorne	South Bay
Hector	Barstow
Helendale	Victorville
Hemet	Menifee
Hermosa Beach	South Bay
Hesperia	Victorville
Hidden Hills	Thousand Oaks
Hidden Valley	Antelope Valley
Hidden Valley	Thousand Oaks
Highgrove	Redlands
Highland	Redlands
Hinkley	Barstow
Hodge	Barstow
Hollydale	Compton
Hollywood by the Sea	Ventura
Hollywood Riviera	South Bay
Home Gardens	Ontario
Homeland	Menifee
Homestead Area	Antelope Valley
Honby	Valencia
Hope Ranch	Santa Barbara
Horseshoe Bend	Arrowhead
Hueneme Bay	Ventura
Hungry Valley	Antelope Valley
Huntington Beach	Huntington Beach
Huntington Harbour	Huntington Beach
Huntington Lake	Shaver Lake
Huntington Park	Compton
Idyllwild	Menifee
Indian Hills	Ontario
Indian Wells	Palms Springs
Industry	Covina
Industry	Montebello
Industry	Whittier
Inglewood	South Bay
Inyokern	Kernville
Inyokern	Ridgecrest

**Table 1–2: Service Center Planning Directory (Sheet 5 of 11)**

City	Service Center
Irvine	Saddleback
Irwindale	Covina
Irwindale	Monrovia
Isla Vista	Santa Barbara
Ivanhoe	San Joaquin Valley
Ivanpah	Barstow
Jack Ranch	San Joaquin Valley
Jasmine	San Joaquin Valley
Johannesburg	Ridgecrest
Johnson Valley	Yucca Valley
Johnsontdale	Kernville
Joshua Tree	Yucca Valley
June Lake	Mammoth
Kagel Canyon	Valencia
Kaweah	San Joaquin Valley
Keeler	Bishop
Keen Camp	Menifee
Keene	Antelope Valley
Kelso	Barstow
Kelso	Yucca Valley
Kern River	Kernville
Kernvale	Kernville
Kernville	Kernville
Klondike	Barstow
Kramer	Ridgecrest
La Canada	Monrovia
La Conchita	Ventura
La Crescenta	Monrovia
La Habra	Whittier
La Habra	Fullerton
La Habra Heights	Fullerton
La Mirada	Whittier
La Mirada	Fullerton
La Palma	Fullerton
La Puente	Covina
La Sierra	Ontario
La Verne	Covina
Ladera Heights	South Bay
Laguna Beach	Saddleback
Laguna Hills	Saddleback
Laguna Niguel	Saddleback

City	Service Center
Lake Arrowhead	Arrowhead
Lake Elizabeth Ranch Club	Antelope Valley
Lake Elsinore	Wildomar
Lake Forest	Saddleback
Lake Havasu	Blythe
Lake Hughes	Antelope Valley
Lake Isabella	Kernville
Lake Lindero	Thousand Oaks
Lake Los Angeles	Antelope Valley
Lake Mathews	Menifee
Lake of the Woods	Valencia
Lake Sherwood	Thousand Oaks
Lake Silverwood	Arrowhead
Lake Tamarisk	Blythe
Lakebrook Park	Arrowhead
Lakeland Village	Wildomar
Lakeshore	Shaver Lake
Lakeview	Menifee
Lakewood	Long Beach
Lancaster	Antelope Valley
Landers	Yucca Valley
Larchmont	Arrowhead
Las Posas Estate	Ventura
Lawndale	South Bay
Lebec	Antelope Valley
Lee Vining	Mammoth
Leisure World	Huntington Beach
Leliter	Ridgecrest
Lemon Cove	San Joaquin Valley
Lemon Heights	Santa Ana
Lemoore	San Joaquin Valley
Lennox	South Bay
Lenwood	Barstow
Leona Valley	Antelope Valley
Lido Isle	Huntington Beach
Limoneira	Ventura
Lindcove	San Joaquin Valley
Lindsay	San Joaquin Valley
Linnell	San Joaquin Valley
Little Lake	Ridgecrest
Little Tujunga	Valencia

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**Table 1–2: Service Center Planning Directory (Sheet 6 of 11)**


City	Service Center
Littlerock	Antelope Valley
Live Oaks Acres	Ventura
Llano	Antelope Valley
Llano	Victorville
Lockwood Valley	Antelope Valley
Loma Linda	Redlands
Lomita	South Bay
Lone Pine	Bishop
Long Beach	Compton
Long Beach	Long Beach
Lopez Canyon	Valencia
Los Alamitos	Long Beach
Los Angeles	Compton
Los Angeles	Santa Monica
Los Angeles	South Bay
Los Cerritos	Long Beach
Los Nietos	Whittier
Los Serranos	Ontario
Lucerne Valley	Yucca Valley
Lucerne Valley	Victorville
Ludlow	Barstow
Luring Pines	Arrowhead
Lynn Ranch	Thousand Oaks
Lynwood	Compton
Lytle Creek	Foothill
Malibu Beach	Thousand Oaks
Malibu Lake	Thousand Oaks
Malibu West	Thousand Oaks
Mammoth Lakes	Mammoth
Mammoth Mountain	Mammoth
Mandalay Bay	Ventura
Manhattan Beach	South Bay
Manix	Barstow
March Air Force Base	Menifee
Maricopa	Ventura
Marina Del Rey	Santa Monica
Maywood	Compton
McFarland	San Joaquin Valley
McGee Creek	Bishop
McMillan Manor	Ventura
Mead Valley	Menifee

City	Service Center
Meadowbrook	Arrowhead
Meadowbrook Heights	Menifee
Meiners Oaks	Ventura
Mentone	Redlands
Mesa Verde	Blythe
Mesquite	Barstow
Midway	Barstow
Midway City	Huntington Beach
Mint Canyon	Valencia
Mira Loma	Foothill
Mira Monte	Ventura
Miraleste	South Bay
Mission Viejo	Saddleback
Modjeska	Saddleback
Mojave	Tehachapi
Mojave	Ridgecrest
Monolith	Antelope Valley
Monrovia	Monrovia
Montalvo	Ventura
Montclair	Ontario
Monte Nido	Thousand Oaks
Montebello	Montebello
Montebello	Compton
Montecito	Santa Barbara
Monterey Park	Montebello
Montrose	Monrovia
Moorpark	Thousand Oaks
Moorpark	Ventura
Moorpark Home Acres	Thousand Oaks
Moreno	Menifee
Morningside Park	South Bay
Morongo Indian Reservation	Palm Springs
Morongo Valley	Yucca Valley
Mount Baldy	Foothill
Montclair	Foothill
Mount Wilson	Monrovia
Mountain Center	Menifee
Mountain Pass	Barstow
Mountain Springs	Yucca Valley
Mupu	Ventura
Muroc	Ridgecrest

**Table 1–2: Service Center Planning Directory (Sheet 7 of 11)**

City	Service Center
Murrieta	Wildomar
Murrieta Hot Springs	Wildomar
Muscoy	Redlands
Naples	Long Beach
Narod	Ontario
Needles	Yucca Valley
Needles Landing	Blythe
Neighbors	Blythe
Newberry Springs	Barstow
Newbury Park	Thousand Oaks
Newhall	Valencia
Newport Beach	Huntington Beach
Newport Coast	Huntington Beach
Nipton	Barstow
Norco	Ontario
North Edwards	Ridgecrest
North Fork Saddle	Valencia
North Long Beach	Long Beach
North Oaks	Valencia
North Palm Springs	Palm Springs
North Ventura	Ventura
Norton Air Force Base	Redlands
Norwalk	Whittier
Nuevo	Menifee
Nyeland Acres	Ventura
Oak Glen	Redlands
Oak Hills	Victorville
Oak View	Ventura
Oakbrook Village	Thousand Oaks
Ocean Park	Santa Monica
Ojai	Ventura
Olancho	Ridgecrest
Olive	Santa Ana
Ontario	Ontario
Ontario	Foothill
Onyx	Kernville
Orange	Santa Ana
Orange Park Acres	Santa Ana
Oro Grande	Victorville
Oxnard	Ventura
Oxnard Beaches	Ventura

City	Service Center
Oxnard Shores	Ventura
Pacoima Canyon	Valencia
Pahrump	Barstow
Painted Cave	Santa Barbara
Painted Hills	Palm Springs
Palm Desert	Palm Springs
Palm Desert Country Club	Palm Springs
Palm Springs	Palm Springs
Palm Springs Oasis	Palm Springs
Palm Wells	Yucca Valley
Palmdale	Antelope Valley
Palo Verde	Blythe
Palos Verdes Estates	South Bay
Palos Verdes Peninsula	South Bay
Panorama Heights	Kernville
Panorama Park	Kernville
Paradise Camp	Santa Barbara
Paramount	Compton
Park El Moreno	Menifee
Parker Dam	Blythe
Pasadena	Monrovia
Patton	Redlands
Pearblossom	Antelope Valley
Pearsonville	Ridgecrest
Pechanga Indian Reservation	Wildomar
Pedley	Foothill
Pelissier Village	Whittier
Perris	Ontario
Perris	Menifee
Phelan	Victorville
Pico Canyon	Valencia
Pico Rivera	Whittier
Pico Rivera	Montebello
Pine Cove	Menifee
Pine Flat	San Joaquin Valley
Pine Mountain Club	Valencia
Pinon Hills	Victorville
Pinon Pines	Valencia
Pioneer Point	Ridgecrest
Pioneertown	Yucca Valley
Piru	Valencia

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**Table 1–2: Service Center Planning Directory (Sheet 8 of 11)**

City	Service Center
Pixley	San Joaquin Valley
Placentia	Fullerton
Placerita Canyon	Valencia
Plainview	San Joaquin Valley
Plant 42	Antelope Valley
Point Mugu	Ventura
Point of Rocks	Ridgecrest
Pomona	Covina
Pomona	Ontario
Pond	San Joaquin Valley
Ponderosa	San Joaquin Valley
Poplar	San Joaquin Valley
Poppet Flats	Menifee
Port Hueneme	Ventura
Portal Heights	Antelope Valley
Porterville	San Joaquin Valley
Portugese Bend	South Bay
Posey	Kernville
Poso Park	Kernville
Potrero Heights	Montebello
Quail Valley	Menifee
Quartz Hill	Antelope Valley
Rainbow Canyon	Wildomar
Rancho California	Wildomar
Rancho Cucamonga	Foothill
Rancho Cucamonga	Ontario
Rancho Mirage	Palm Springs
Rancho Palos Verdes	South Bay
Rancho Santa Margarita	Saddleback
Rancho Sespe	Ventura
Randsburg	Ridgecrest
Reche Canyon	Redlands
Red Hill	Santa Ana
Red Mountain	Wildomar
Red Mountain	Ridgecrest
Red Rover Canyon	Valencia
Redlands	Redlands
Redondo Beach	South Bay
Refugio	Santa Barbara
Rialto	Foothill
Richgrove	San Joaquin Valley

City	Service Center
Ridgecrest	Ridgecrest
Rimforest	Arrowhead
Ripley	Blythe
Riverside	Redlands
Riverside	Ontario
Riverside	Menifee
Roads End	Blythe
Rolling Hills	South Bay
Rolling Hills Estates	South Bay
Romoland	Menifee
Rosamond	Antelope Valley
Rosemead	Montebello
Rossmoor	Long Beach
Rowco	Arrowhead
Rowland Heights	Covina
Rubidoux	Foothill
Running Springs	Arrowhead
Ryan	Ridgecrest
Sage	Wildomar
Saltdale	Ridgecrest
Saltus	Yucca Valley
San Bernardino	Redlands
San Dimas	Covina
San Dimas Canyon	Covina
San Fernando	Valencia
San Francisquito Canyon	Valencia
San Gabriel	Monrovia
San Gabriel	Montebello
San Jacinto	Menifee
San Manuel Indian Reservation	Redlands
San Marino	Monrovia
San Moritz	Arrowhead
San Pedro	South Bay
San Sevaime Peak	Foothill
Sand Canyon	Valencia
Santa Ana	Santa Ana
Santa Ana	Saddleback
Santa Barbara	Santa Barbara
Santa Clarita	Valencia
Santa Fe Springs	Whittier
Santa Monica	Santa Monica

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City	Service Center
Santa Paula	Ventura
Santa Rosa Valley	Ventura
Santa Susana	Thousand Oaks
Saticoy	Ventura
Saugus	Valencia
Scotland	Foothill
Scotty's Castle	Ridgecrest
Seal Beach	Huntington Beach
Seal Beach	Long Beach
Searles	Ridgecrest
Sedco	Wildomar
Seeley Flat	Arrowhead
Seminole Hot Springs	Thousand Oaks
Sequoia Crest	San Joaquin Valley
Sequoia National Park	San Joaquin Valley
Seven Oaks	Redlands
Shaver Lake	Shaver Lake
Shosone	Barstow
Siberia	Barstow
Sierra Madre	Monrovia
Signal Hill	Long Beach
Silver Strand	Ventura
Silverado	Saddleback
Simi Valley	Thousand Oaks
Sky Forest	Arrowhead
Skyland	Arrowhead
Sleepy Valley	Valencia
Smiley Park	Arrowhead
Snow Valley	Arrowhead
Snowcreek	Palm Springs
South San Gabriel	Montebello
Soboba Hot Springs	Menifee
Soledad Canyon	Valencia
Solemint	Valencia
Solromar	Thousand Oaks
Somis	Thousand Oaks
Somis	Ventura
South El Monte	Montebello
South Gate	Compton
South Glen Avon	Ontario
South Laguna	Saddleback

City	Service Center
South Pasadena	Monrovia
South Whittier	Whittier
Springville	San Joaquin Valley
Stallion Springs	Antelope Valley
Stanton	Fullerton
Stovepipe Wells	Ridgecrest
Strathmore	San Joaquin Valley
Strawberry Flats	Arrowhead
Sugarload	Kernville
Sulphur Mtn. Springs	Ventura
Summerland	Santa Barbara
Summit	Arrowhead
Summit	Victorville
Summit Valley	Victorville
Sun City	Menifee
Sun Village	Antelope Valley
Sungold	Whittier
Sunland	Monrovia
Sunny Slope	Foothill
Sunnymead	Menifee
Sunnyslope	Monrovia
Sunset Beach	Huntington Beach
Sunset Hills	Thousand Oaks
Sunset Park	Arrowhead
Surfside	Huntington Beach
Susana Knolls	Thousand Oaks
Switzerland	Arrowhead
Tajiguas	Santa Barbara
Tecopa	Barstow
Tehachapi	Tehachapi
Temecula	Wildomar
Temescal Canyon	Menifee
Temple City	Monrovia
Terminal Island	Long Beach
Terra Bella	San Joaquin Valley
Teviston	San Joaquin Valley
Thousand Oaks	Thousand Oaks
Three Points	Antelope Valley
Three Rivers	San Joaquin Valley
Tick Canyon	Valencia
Tipton	San Joaquin Valley

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City	Service Center
Toms Place	Bishop
Tonyville	San Joaquin Valley
Topanga Canyon	Thousand Oaks
Torrance	Compton
Torrance	South Bay
Trabuco	Saddleback
Trona	Ridgecrest
Tulare	San Joaquin Valley
Tule Indian Reservation	San Joaquin Valley
Tustin	Santa Ana
Twentynine Palms	Yucca Valley
Twin Lakes	Thousand Oaks
Twin Lakes Bridgeport	Bishop
Twin Lakes Mammoth	Bishop
Twin Peaks	Arrowhead
U.S. Marine Corps	Barstow
Universal City	Valencia
Upland	Ontario
Val Verde	Menifee
Val Verde Park	Valencia
Valencia	Valencia
Valinda	Covina
Valle Vista	Menifee
Valley of Enchantment	Arrowhead
Valleyview Park	Arrowhead
Valyermo	Antelope Valley
Vasquez Canyon	Valencia
Venice	Santa Monica
Ventucopa	Ventura
Ventura	Santa Barbara
Ventura	Ventura
Verdemont	Redlands
Veterans Hospital	Santa Monica
Victorville	Victorville
View Park	South Bay
Villa Park	Santa Ana
Virginia Colony	Thousand Oaks
Visalia	San Joaquin Valley
Wagon Wheel	Ventura
Walker Basin	Kernville
Walnut	Covina

City	Service Center
Walnut Park	Compton
Walteria	South Bay
Warm Springs Canyon	Valencia
Warner Tract	Wildomar
Waterman Canyon	Redlands
Waukena	San Joaquin Valley
Weldon	Kernville
West Covina	Covina
West Hollywood	Santa Monica
West Palm Springs	Palm Springs
West Riverside	Ontario
Westend	Ridgecrest
Westlake Village	Thousand Oaks
Westminster	Huntington Beach
Wheeler's Hot Springs	Ventura
Whitewater	Palm Springs
Whittier	Montebello
Whittier	Whittier
Whittier	Fullerton
Whittwood	Whittier
Wildomar	Wildomar
Willow Springs	Antelope Valley
Willowbrook	Compton
Wilmington	South Bay
Wilmington	Long Beach
Winchester	Menifee
Windsor Hills	South Bay
Wofford Heights	Kernville
Woodcrest	Menifee
Woodlake	San Joaquin Valley
Woodland Hills	Thousand Oaks
Woodville	San Joaquin Valley
Woody	San Joaquin Valley
Wrightwood	Victorville
Yates Well	Barstow
Yermo	Barstow
Yettem	San Joaquin Valley
Yorba Linda	Fullerton
Walnut Park	Compton
Walteria	South Bay
Warm Springs Canyon	Valencia

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City	Service Center
Yosemite	Bishop
Yucaipa	Redlands
Yucca Valley	Victorville

City	Service Center
Yucca Valley	Yucca Valley
Zuma Beach	Thousand Oaks

### 3.0 Energy Management Programs

Southern California Edison offers several energy management programs tailored to assist residential, commercial, industrial, and agricultural customers in minimizing energy costs. For specific information regarding these programs, please call (800) 990-7788 or (800) 655-4555. Information is also available on our Web site: <http://www.sce.com/>.

#### 3.1 Residential

Customer Assistance Programs: Edison’s Customer Assistance Programs (CAPs) are designed to help low-income customers conserve energy and control their electricity costs. Renters and homeowners may qualify. To be eligible, Edison customers must meet specific income guidelines established by the CPUC. For more information, please call (800) 736-4777.

#### 3.2 Commercial/Industrial/Agricultural

New Construction: Edison’s New Construction program is targeted to builders, developers, contractors, engineers, and architects, and promotes the benefits of designing energy efficiency into projects. Incentives may be offered for energy-efficient space conditioning equipment, daylighting controls, building envelopes, and control systems which exceed state-mandated standards in California.

### 4.0 Dig Alert

State of California Government Code 4216 mandates that anyone doing excavation work shall call at least two working days prior to commencement of any excavation.<sup>1/</sup> If you are performing this type of work in California or Nevada, please call Underground Service Alert at (811) or (800) 227-2600.


### 5.0 Plug-In Electric Vehicles

Southern California Edison offers special electric rates and information to purchasers and operators of new Plug-In Electric Vehicles (PEVs). Electric Vehicles are defined as vehicles powered by electric motors which are licensed for street use. The purpose of this section is to assist SCE’s customers to understand the role and requirements regarding how residential and commercial customers can become PEV ready.

#### 5.1 Customer’s Responsibility

Prior to discussing whether to elect an EV rate, customers will need to consult with a licensed electrician to determine whether their panel is appropriately sized to handle the increased load. The customer shall notify SCE of the increase of load. This is to allow the Company to assess its electrical infrastructure serving the location and determine if upgrades are necessary. It is the responsibility of the customer to ensure that the electrical

<sup>1/</sup> This is to prevent damage to underground equipment.

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wiring and all required PEV equipment is installed according to the appropriate codes, regulations, SCE's Electric Service Requirements and properly permitted by the local authority having jurisdiction.

## 5.2 Panel/Meter Options

If the customer elects to keep their existing Residential D rate, they may not need to replace their existing panel to charge their PEV at their residence. The customer will have two panel choices:

- ! Use their existing panel because adequate power capacity exists.
- ! Upgrade their panel to provide additional power capacity.

Customers should contact the local Service Planning Office for details, or contact SCE's EV information hotline at (800) 366-7766 for assistance.

For information about the different rate choices, please access SCE's website at <http://www.sce.com/> and access the sections about rates in the SCE Tariff Books under Regulatory Information.

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Below are two options for SCE overhead fed service panels. The appropriate option will depend on the customer's panel choice.

**Figure 1-1: Overhead Service**

*Residential*

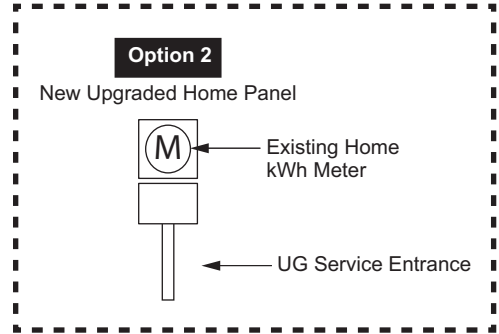
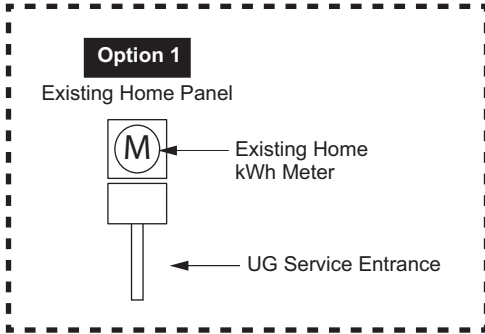


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Below are two options for SCE underground fed service panels. The appropriate option will depend on the customer's panel choice.

**Figure 1-2: Underground Service**

*Residential*



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## 6.0 Voltage Standards

### 6.1 Standard Distribution Voltages

The Company will supply the following standard nominal distribution voltages to new service installations. New service installations that utilize delta-wye grounded transformers are required to bring the fourth wire to the service panel.

- **Single Phase** — 120 V; 120/240 V; 240 V; 240/480 V; and, depending on the location, 120/208 V; 2400 V; 12000 V; or 16500 V.
- **Three Phase** — 120/208 V; 240 V; 277/480-wye; 2400 V; 4160 V; and, depending on the location, 4800 V; 12000 V; 14400/24900 V; 13800 V; 16500 V; or 33000 V.


#### Exceptions:

- A. 120/240 V four-wire delta will only be supplied under special conditions. Contact the Company local Service Planning Office for details.
- B. Existing 480 V delta service installations contemplating an increase in load may continue to be served three-wire as long as the customer's service equipment has sufficient capacity to carry the additional load. If the existing transformer bank must be changed to service the new load, the neutral shall not be grounded or run with the service. If the customer must change their service equipment, service shall be provided at 277/480 V, wye connection.

If an existing transformer bank has sufficient capacity and a new customer desires service, they may be provided a 480 V delta service.

### 6.2 Customer-Service Voltages

Under all normal load conditions, distribution circuits will be operated so as to maintain secondary service voltage levels at the service point within the voltage ranges specified in [Table 1–3](#).

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**Table 1–3: Customer-Service Voltages**

Nominal Two-Wire and Multi-Wire Service Voltage	Minimum Voltages to All Services	Maximum Service Voltages on Residential and Commercial Distribution Circuits	Maximum Service Voltages on Agricultural and Industrial Distribution Circuits
120	114	120	126
208	197	208	218
240	228	240	252
277	263	277	291
480	456	480	504

**Note(s):**

- Exceptions to Voltage Limits. Voltage may be outside the limits specified when the variations are any of the following:
  - Result from the temporary action of the elements.
  - Are infrequent momentary fluctuations of a short duration.
  - Result from service interruptions.
  - Result from temporary separation of parts of the system from the main system.
  - Are from causes beyond the control of the Company.

**6.3 Customer-Utilization Voltages**

All customer-owned utilization equipment must be designed and rated in accordance with the utilization voltages specified by the American National Standard Institute (ANSI) C84.1, if customer equipment is to give fully satisfactory performance:

**Table 1–4: Customer Utilization Voltages**

Nominal Utilization Voltage	Minimum Utilization Voltage	Maximum Utilization Voltage
120	110	125
208	191	216
240	220	250
277	254	289
480	440	500

Minimum utilization voltages from ANSI C84.1 are shown for customer information only as the Company has no control over voltage drop in customer's wiring.

**7.0 Customer Transformation and Harmonic Interference**

In order to prevent third harmonic interference, the following requirements will apply to the delivery of all (and only) three-phase high-, or low-voltage service to be transformed by the customer to different values.

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### 7.1 High-Voltage Service

Where the customer desires to take three-phase, high-voltage service delivery and transform the service delivery voltage to 120/208 V (wye) or 277/480 V (wye), or to install any other transformation that involves the use of a wye connection to supply the desired utilization voltage, the Company will supply, at its option, either 4,160 V; 4800 V; 7200 V; 12000 V; 16500 V; or 33000 V.

Where service to the customer is delivered directly from the Company's 2400 V; 4160 V; 4800 V; 7200 V; 12000 V; 16500 V; or 33000 V circuits, single-phase or three-phase transformers having the same primary voltage rating as the service delivery voltage, with their primary windings connected in delta, are acceptable. In the event that the Company converts its primary distribution system from 2.4 kV delta to 4.16 kV (wye), the Company will supply the material and labor to convert an existing transformer installation to comply with this requirement.

Where service is delivered to the customer from the Company's bank of delta-wye, wye-delta, or delta-delta connected transformers, located on the customer's premises, the Company has no requirements for wye or delta connection of transformers installed by the customer.

### 7.2 Low-Voltage Service

Where three-phase service is delivered to the customer at 240 V and the customer desires to transform to a different voltage, the customer may only connect a delta primary transformer to the Company service.

Where an established three-phase, 480 V combination light-and-power service is delivered to the customer, the customer may establish a three-phase, four-wire, 277/480 V grounded neutral system on the load side of their main disconnect. An artificial neutral would be derived from an approved single winding type grounding transformer furnished and installed by the customer. This arrangement will be acceptable to the Company only in cases where the Company's transformers are located on the customer's premises and supply one service at three-phase, three-wire, 480 V exclusively.

## 8.0 Agricultural Power Service — Three-Phase, 240 V and 277/480 V


Three-phase, 240 V and 277/480 V agricultural service will be supplied by the normal method whereby the customer supplies complete service facilities. **Exception:** Agricultural customers relocating serviceable three-phase, 480 V, three-wire service equipment, may be provided a three-wire service.

### 8.1 100 A Service

Where the nameplate horsepower rating of any motor does not exceed 30 hp, 240 V or 60 hp, 277/480 V, a factory-bussed safety-socket box with a 100 A rating shall be installed.

The meter socket for 240 V service will be 5- or 7-clip, depending on the grounding of the serving transformer bank. The meter socket for 277/480 V service will be 7 clip. Consult your local Service Planning Office before purchasing or installing service equipment.

The maximum wire size or current-carrying capacity of the conductors installed in the customer's service raceway shall not exceed that of No. 1 wire, and the conduit size of such raceway shall not exceed 1-1/2 inches. The capacity of the customer's service switch is not limited under these conditions.

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The total actual continuous operating load current, excluding motor starting current, shall not exceed 80 A.

**8.2 200 A Service**

Where the nameplate horsepower rating of any motor does not exceed 60 hp, 240 V or 125 hp, 277/480 V, a factory-bussed, safety-socket box with a 200 A rating shall be installed.

The meter socket for 240 V service will be 5- or 7-clip, depending on the grounding of the serving transformer bank. The meter socket for 277/480 V service will be 7 clip. Consult your local Service Planning Office before purchasing or installing service equipment.

The maximum wire size or current-carrying capacity of the conductors installed in the customer's service raceway shall not exceed that of No. 3/0 wire and the conduit size of any such raceway shall not exceed two inches. The capacity of the customer's service switch is not limited under these conditions.

The total actual continuous operating load current, excluding motor-starting current, shall not exceed 160 A.

**8.3 Above 200 A Service**

If the total actual operating load current, excluding motor-starting current, for any reason exceeds 160 A, either at the time of installation or thereafter, the customer shall at such times have complete facilities installed (at their expense) consisting of an approved instrument transformer box or an approved switchboard. See [ESR-5](#) and [ESR-6](#).

**9.0 Overhead Service**

**9.1 To Customer's Service and Meter Pole**

See [ESR-2](#).

**9.2 To Customer's Building or Structure**

The Company will install overhead service drops to a building or structure adequate to support the service and meter equipment. This type of service will not be rendered to wind machine towers or columns, or similar equipment subject to excessive vibration. For these types of installations, the meter box shall be installed on a separate vibration-free structure. The service conduit, if attached to the structure, shall descend into the concrete base and rise up into the meter structure. See [ESR-2](#) for additional Overhead Service Information.

**10.0 Underground Service**

**10.1 To Customer's Service and Meter Post**

See [ESR-3](#).

**10.2 To Customer's Building or Structure**

See [ESR-3](#).

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### 11.0 Service or Meter Switch — General Requirements

A disconnecting means with overcurrent protection is required at the meter location. In some cases, it is a single switch or circuit breaker. In other cases, where permitted by the Company and by inspection authorities, it may be a group of switches or circuit breakers, per National Electrical Code (NEC) 230–71.

A service or meter switch, as defined above, shall be furnished and installed by the customer in every service proposed to be supplied with electric energy from the Company’s system as specified in these requirements.

### 12.0 Customer Generators

Customer generators shall not be switched or operated in parallel with the SCE system without Company approval. Paralleling shall be in accordance with requirements of the applicable tariff schedules or special parallel generation agreements. Customers and consultants should contact the local SCE Service Planning Office for details.

When a customer has a standby generator to supply all of their load during an SCE system outage, the generator shall be connected to the load by a double-throw switch or automatic relays and switches which will isolate the load from the SCE system before the generator is connected to the load. When the SCE service is re-energized, the generator will then be isolated from the load before the load is reconnected to the SCE system.

#### **RULE 21 NET GENERATION OUTPUT METERING**


Rule 21 output metering is required for most customer-generator installations where the generator is installed and intended to operate in parallel with the SCE Distribution System for extended periods of time. Net Generation Output (NGO) metering is required to provide revenue-grade metering data for “non-bypassable charges” to the various categories of customers who serve all or a portion of their electrical energy needs from a source other than SCE. Net Generation Output metering shall be located in a customer’s circuitry at a location that will facilitate measuring “net” generator output. Customer load circuits cannot be connected between the generator and the NGO metering. Generator auxiliary loads (loads necessary for generator operation only) can be connected between the generator and the NGO metering. Net Generation Output metering may also be used by SCE for the other reasons permitted under Rule 21.f. Net Generation Output metering panels, metering switchboards, and medium-voltage metering sections shall be fabricated in a manner as specified in SCE’s Electrical Service Requirements. Net Generation Output Metering supplied by SCE shall be revenue grade and installed in equipment fabricated to the specific requirements found within this manual.

Written requests for information about Rule 21 may be mailed to SCE at the following address:

Southern California Edison Company  
 Attention: Distributed Generation Administrator  
 2244 Walnut Grove Avenue, Q4D Rosemead, CA 91770

Alternatively, customers may contact SCE regarding distributed generation or Rule 21 interconnection requirements at (626) 302-9669 or by sending an e-mail to SCE at [customer.generation@sce.com](mailto:customer.generation@sce.com).

See the Net Energy Metering Interconnection Handbook for more information.

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### 12.1 Equipment Review

Plans for specific service equipment designed to accept utility-supplied NGO metering and associated equipment shall be submitted to SCE for review and approval prior to fabrication and installation. The manufacturer shall submit three copies of the equipment drawings to the local Service Planning Office, or assigned SCE engineer for review and approval. When service equipment for NGO metering is improperly engineered and installed, and the Company was not contacted in advance, the customer shall be responsible for all modifications and the costs to provide the same.

### 12.2 Location and Access

Net Generation Output metering and devices may optionally be grouped with the Point of Common Coupling (PCC) revenue metering that is used to measure energy delivered to a customer from SCE's Distribution System. Where NGO metering sections are located in the same switchboard, switchgear, or metering location, as the PCC metering, the customer shall install a 1-1/2-inch conduit between the PCC and NGO metering current transformer compartments. The conduit shall enter the current transformer compartments in the front, against the side with hinges on the door. Net Generation Output metering locations shall be accessible to SCE on a continuous (24-hour) basis, or as otherwise agreed to between customer and SCE.

Net Generation Output metering panels and devices shall be installed in accordance with all of SCE's applicable Electrical Service Requirement's work clearances and specifications. Service equipment, proposed by customer to accept utility NGO metering equipment, shall be reviewed and approved by SCE prior to installation. Service equipment, installed by customer to accept utility NGO metering, shall be inspected and approved by any authority having jurisdiction over customer's equipment prior to the installation of SCE's meter and/or equipment.

### 12.3 Equipment Marking/Labeling

Net Generation Output metering equipment shall be permanently labeled "Net Generation Output Metering." The label shall be located on the meter panel or adjacent to the meter socket. Acceptable methods for labeling customer NGO metering sections or panel(s) shall be either by permanently attached machine-engraved laminated phenolic (or equal) tags, or by permanent stenciled paint lettering. All lettering shall be a minimum one-quarter inch in height. When self-contained (non-instrument rated) metering is supplied by SCE for NGO metering purposes, a safety-socket box with factory-installed test-bypass blocks is required. When switchboards or switchgear are installed, the customer shall provide a tag or other identification method to indicate which bus or cable direction from the NGO metering connects to the generator output. Typically, the marking should read "top generator fed" or "bottom generator fed." If the NGO metering equipment and PCC metering equipment are separated by a distance of more than 100 feet, or are located on different levels or floors, then a permanent sign shall be placed at the PCC metering location which states the location of the NGO metering equipment.

### 12.4 Prohibited Metering Locations

Net Generation Output metering panels, switchboards, or medium-voltage metering sections shall not be located in prohibited meter locations found in or as otherwise deemed unacceptable to SCE. Net Generation Output metering locations shall be reviewed and approved by SCE prior to installation.

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### 12.5 Switch and Disconnect Requirements

For low-voltage (less than 600 V) switchboards and high-voltage (above 600 V) switchgear, the electrical system shall be engineered so that the NGO metering section can be de-energized and isolated so that SCE workmen can work on the metering equipment without inadvertent closing of isolation devices. Net Generation Output metering sections shall be isolated by either lockable open or rackable open circuit breakers and/or open and lockable disconnect switches. Isolation devices shall have signage that clearly indicates open positions and provisions for SCE to place a Company padlock on such devices. It is the responsibility of the customer to operate such devices and de-energize NGO metering upon SCE request. It is recommended, but not required, that the lockable open devices be located to isolate the NGO meter section only. This will facilitate isolating the NGO metering section without interrupting customer load.

### 12.6 Voltage Standards

If a customer installs a generator using a voltage not listed in [ESR-6](#), then the customer will be required to install, own, and maintain a transformer to match SCE's service voltage. Net Generation Output metering sections provided by customers shall be located on the utility (SCE) side of this voltage-matching transformer unless host loads are connected at the generator voltage on the generator side of this transformer.

### 12.7 Safety-Socket Box with Factory-Installed Test-Bypass

All NGO metering installations requiring metering service equipment at or below 200 A shall use a factory-wired, safety-socket box. The specifications for this panel can be found in [ESR-5](#). The wiring sequence of factory-installed test-bypass blocks, from left to right, is LINE-LOAD, LINE-LOAD, LINE-LOAD. For NGO metering purposes, the generator output conductor shall be connected to the terminal marked "LINE." The bypass-block terminal marked "LOAD" of the safety-socket box shall continue the output feed beyond the NGO metering safety-socket box.


### 12.8 Generation Meter Socket Adapter

#### A. General Requirements

The existing electrical panel and all electrical connections and components must be approved by the Authority Having Jurisdiction (AHJ). The Generation Meter Adapter will only be allowed for installation on single family residential, self-contained, single phase, 120/240 V panels rated between 60–200 A with a main breaker. The Generation Meter Adapter shall only be used to facilitate Generation Interconnections and can only be obtained from SCE through the Generation Interconnection Process.

#### B. Technical Requirements

A single, visible open, lockable AC disconnect must be installed directly adjacent to the meter. Customer/Contractor must utilize liquid tight flexible conduit for the connection between the overcurrent device and the Generation Meter Adapter (2-feet minimum–3-feet maximum). The Generation Meter Adapter will not be installed on A-Base, old sequence meters, or on panels that utilize another meter adapter. The Generation Meter Adapter can only be installed on panels that allow the neutral to be easily routed from SCE's section to the customer breaker section. SCE will not be responsible for terminating the neutral.

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### 13.0 Short-Circuit Current

Where state and/or local building inspection agencies require that customers install service equipment with overcurrent protective devices with a short-circuit rating equal to or not less than the available short-circuit current at its supply terminal, the customer should obtain from SCE, the Company's contribution to short-circuit currents at the customer's service entrance.

The Company's contribution to short-circuit currents, at the customer's service entrance, will be as follows for the applicable type of service to be rendered.

#### 13.1 10000 A and Below (100–400 Maximum Amperes Self-Contained Type Meter Panels)

The Company's contribution to the available short-circuit current at the service entrance will not exceed 10000 A for single-family dwellings, duplexes, or individually metered mobile homes that use self-contained type Company meters.

Temporary service, when served from a single-phase 120/240 V transformer, will not exceed 10000 A. Self-contained 300/400 A (Class 320) type meter panels are **NOT** acceptable for temporary service.

#### 13.2 Greater than 10000 A—Multi-Family Residential (Three or More Grouped Meters), Commercial, and Industrial

**Table 1–5: Short-Circuit Current**

Phase	Serving Voltage (V)	Service Entrance Ampacities (A)	Utilities Contribution to Fault Current will Not Exceed (A)
Single	120/240	600 or less	42000
Three	120/208 or 240	800 or less	42000
Three	480	1200 or less	30000

#### 13.3 Exceptional Cases

When the application of the above fault current limitation appears too restrictive for new installations, the customer may request the utility to provide the available fault currents for a specific case and location.

All new installations with service voltage or service entrance ampacities larger than those stated above will be handled as individual cases, and the Company will provide the available fault duty for each installation.

### 14.0 Electric and Magnetic Fields

Electric and magnetic fields are also known as “electromagnetic fields” or “EMF.” Electric and magnetic fields are a natural result of electricity. Whenever an electric charge or current is present, either natural or man-made, electric and magnetic fields occur. Electric power distribution facilities generate both electric and magnetic fields.

#### 14.1 Electric Fields

Electric fields result when voltage is present. The strength “E” of electric fields is represented by “volts per meter.” As the distance increases from the source, the electric field strength decreases rapidly.

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Any conducting surface such as a roof, metallic fence, or soil will shield electric fields. Therefore, underground cables, pad-mounted equipment, and wires in metallic conduit DO NOT expose the public to electric fields, and are not a primary concern in this document.

#### 14.2 Magnetic Fields

Magnetic fields are caused by current flowing in conductors, regardless of the voltage present. The magnetic field typically surrounds a current-carrying conductor in a cylindrical fashion.

The strength “B” of magnetic fields is represented by milliGauss (mG). As the distance increases from the source, the magnetic field strength decreases rapidly. Conducting materials, such as earth and metal, usually have little effect on magnetic fields.

#### 14.3 SCE’s Corporate Electric Magnetic Fields Policy


After many years of research, scientists have not found that exposure to power-frequency EMF causes disease in humans. Research on this topic is continuing.

We are aware that some members of the public are concerned about the potential health effects of power-frequency EMF. We recognize and take seriously our responsibilities to help resolve these concerns. Realizing that we need to better understand EMF and respond to the current uncertainty, we believe SCE’s responsibilities are to:

- Provide balanced, accurate information to our employees, customers, and public agencies, including providing EMF measurements and consultation to customers upon request.
- Support existing research programs at the California Department of Health Services and National Institute of Environmental Health Sciences to resolve the key scientific questions about EMF.
- Conduct research to develop and evaluate no- and low-cost designs for reducing EMF from electric utility facilities.
- Take appropriate no- and low-cost steps to minimize EMF exposures from new facilities and continue to consult and advise our customers with respect to existing facilities.
- Research and evaluate occupational health implications and provide employees who work near energized equipment with timely and accurate information about EMF exposure in their work environment.
- Assist the California Department of Health Services, the CPUC, and other appropriate local, state, and federal governmental bodies to provide reasonable, uniform regulatory guidance.

#### 14.4 Sources of Magnetic Fields

Figure 1–3 shows the sources of magnetic fields in and around a typical residence. These sources also exist in and around other buildings, such as: schools, offices, stores, and businesses. As current flows from SCE’s transmission and distribution facilities, EMF can be detected and measured near wiring and electrical appliances, where currents are present.

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**Figure 1-3: Sources of Magnetic Fields**

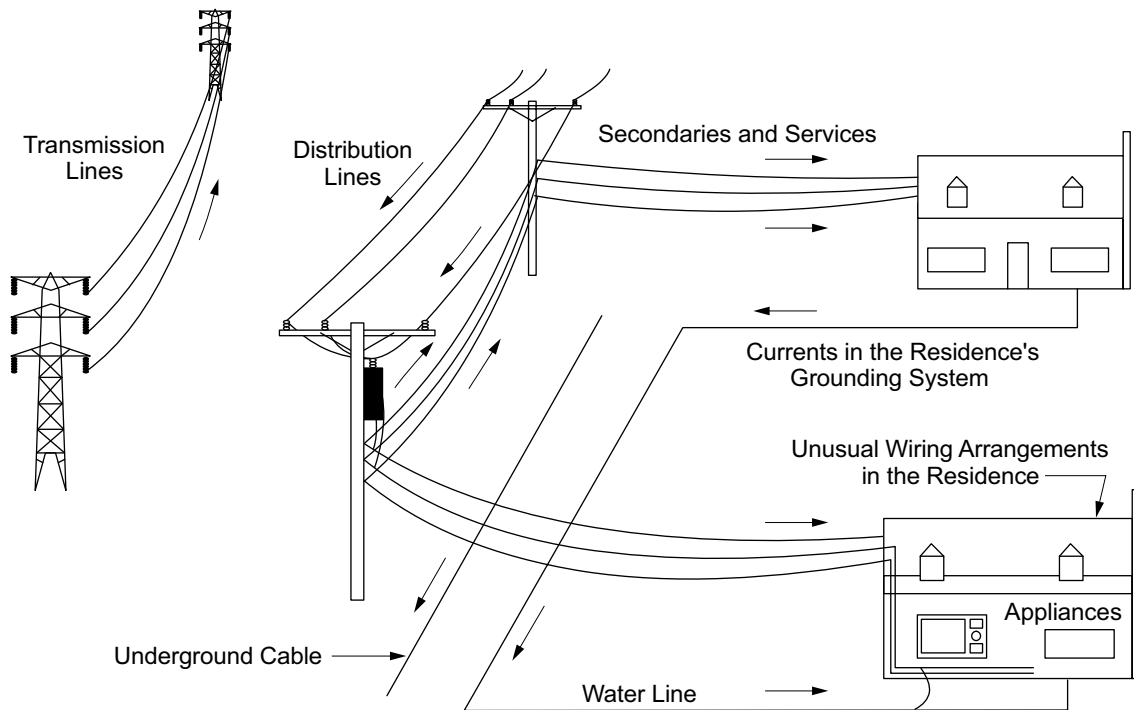


Table 1-6 shows magnetic field strength levels for various household appliances, which range as high as 20000 mG for a hair dryer. Notice how quickly the magnetic field strength levels decrease as distances from appliances increase.

**Table 1-6: Magnetic Fields from Electrical Appliances**

Appliances <sup>a/</sup>	Magnetic Field (milliGauss)		
	1.2 Inches	12 Inches	39 Inches
Electric Blanket	2-80	—	—
Clothes Washer	8-400	2-30	0.1-2
Television	25-500	0.4-20	0.1-2
Electric Range	60-2000	4-40	0.1-1
Microwave Oven	750-2000	40-80	3-8
Electric Shaver	150-15000	—	—
Fluorescent Lamp	400-4000	5-20	0.1-3
Hair Dryer	60-20000	1-70	0.1-3

<sup>a/</sup> Source: SCE Questions and Answers about Electric and Magnetic Fields.

### 14.5 Magnetic Field Management Techniques

Generally, the following methods will minimize the public exposure to magnetic fields near overhead and underground electrical equipment:

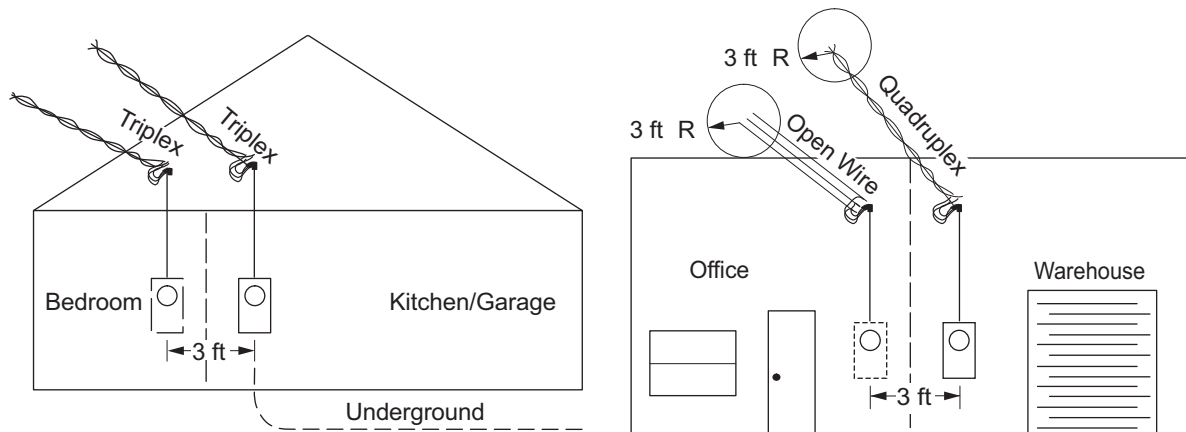


**NOTE**

These methods are also in minimizing the effects of magnetic fields on sensitive electronic equipment, such as computer monitors.

- ! Place wires and conductors close together.
- ! Place overhead conductors as far away as is reasonable from foot traffic and normally occupied spaces.
- ! Bury underground conductors in trenches and conduits as deep as is reasonable, especially in areas near foot traffic or normally occupied spaces.
- ! Place meter panels on unoccupied areas of the building, such as garages, storerooms, and so forth. See [Figure 1-4](#).
- ! Place transformers as far away from occupied areas as is practical and design the location to discourage loitering by the public.
- ! Locate transformers away from occupied areas, orient secondary side away from pedestrian access and occupied areas. See [Figure 1-5](#).

**Figure 1-4: Meter Panel Locations**



Moving meter panel 3 feet will reduce EMF approximately 87 percent. Examples:

100 A at 1 ft; MAX B = 96 mG  
100 A at 3 ft; MAX B = 12 mG

Moving meter panel 3 feet will reduce EMF approximately 88 percent. Examples:

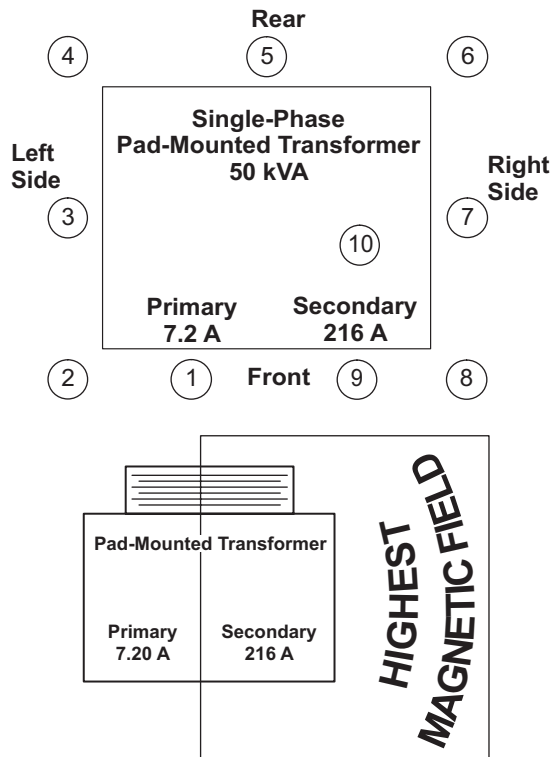
250 A at 1 ft; MAX B = 128 mG  
250 A at 3 ft; MAX B = 15 mG

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**Figure 1–5: Magnetic Field Strength Measurements — 1Ø Pad-Mounted Transformer**

**EMF: 1Ø 50 kVA Pad-Mounted Transformer  
7.2 A Primary, 216 A Secondary**



Location	Maximum B (mG)			
	Distance from Cabinet in Inches			
	1	12	36	60
①	59	7	6	4
②	29	10	4	4
③	68	26	6	5
④	27	12	7	5
⑤	56	24	4	3
⑥	63	10	5	4
⑦	380	94	15	7
⑧	97	28	5	4
⑨	220	54	11	5
⑩	590	101	14	5

#### 14.6 Summary

Electric Magnetic Fields (EMF) have not been established to have either worker or community health impacts, nor is there sufficient information available to set public health standards (because a health hazard has not been established, and there is no operational definition of exposure). Southern California Edison wants the electric utility industry and the community to take appropriate actions in preparation for an uncertain future. While these actions may or may not have any actual public health benefits, they are justified as long as:

- The costs are reasonable.
- They do not adversely affect electric system reliability and safety, or cost.
- They do not impact the appropriate allocation of individual or social public health resources.

The guidelines presented here are for new construction and are examples of the most common situations that SCE, architects, and developers face where they may make an impact on EMF exposure. Southern California Edison has an EMF Education Center and Specialists available at (800) 200-4SCE, if additional information is required.

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## 15.0 Residential Area Installations

Residential developers building in hazardous areas that contain a concentration of flammable vapors or gases will be required to install a seal at the underground service termination enclosure that complies with the NEC.

### 15.1 Hazardous Areas by Class and Division

The following general definitions are derived from the NEC:

#### A. Class 1, Division 1

Locations in which ignitable concentrations of flammable vapors or gases may be present under normal operation conditions—highly hazardous.

#### B. Class 1, Division 2

Locations in which flammable liquids, vapors, or gases are handled, processed, or used but are normally confined within closed containers or systems.

### 15.2 Location of Service Facilities

Service and metering facilities (that is, approved underground terminating enclosures and metering sections) shall be located outside classified hazardous locations (as defined above) unless the Company determines it is not possible.

The Company does not use or install duct sealing devices or compounds (for example, sealing hubs, fittings, and associated sealing compounds) that are intended to prevent the transfer of hazardous or explosive gases into underground service terminating enclosures (for example, pull boxes or pull sections) or into service conduits to those enclosures. If at all possible, the underground service shall be designed so that such devices are not required.

If the service conduits should extend through a hazardous location, the terminating enclosure shall be located outside of the building (not in a meter room) and outside of the hazardous area.


### 15.3 Electrical Y Seal Conduit Sealing Vertical Fitting and Material Application

The customer is responsible for properly selecting and installing the sealing materials in the Electrical Y Seal (EYS) conduit sealing vertical fitting after the Company has installed the service cable. The sealing materials (sealing compound and fiber dam) shall be the type approved for the conditions and use. The conduit seal vertical fitting and sealing compound application provides a seal against the passage of gases or vapors, which complies with Article 501 of the NEC.

### 15.4 Service Cable Replacement

Should the service cable require replacement, the Company shall be notified to de-energize the service cable. The customer (at their expense) shall be responsible to cut out the existing conduit sealing vertical fitting along with the service cable in the fitting.

Before the new EYS conduit sealing vertical fitting is installed by the customer (at their expense), the customer should contact the local authority having jurisdiction to verify if the sealing vertical fitting is still required to prevent the transfer of hazardous gases or vapors.

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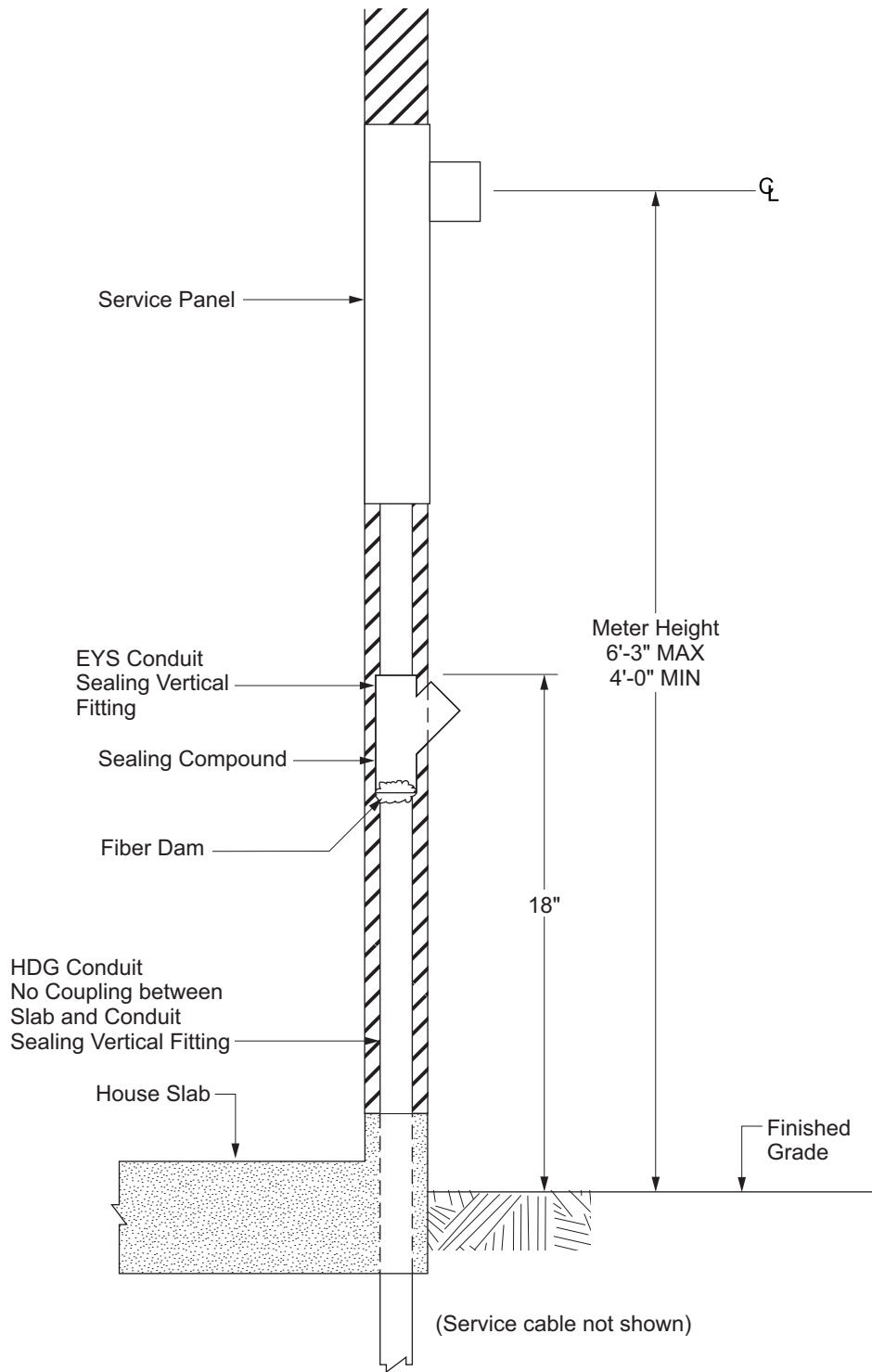
If it is determined that the fitting is required, the customer shall install the new conduit sealing vertical fitting and mandrel the conduit to clear any obstruction in the conduit and provide a pulling rope in the conduit before the Company installs the new service cable.

After the Company installs the new service cable, the customer (at their expense) shall apply the fiber dam and sealing compound. The local authority having jurisdiction shall re-inspect the application.

Should the local authority having jurisdiction determine that the conduit sealing vertical fitting and sealing materials are not required, the customer (at their expense) shall install Schedule 40 PVC conduit where the fitting was cut out to the terminating pull section of the meter panel. The customer shall provide a pulling rope in the conduit before the Company installs new service cable.

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**Figure 1-6: EYS Conduit Sealing Vertical Fitting**




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## ESR-2: Overhead Service Connections 0-600 V

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### 1.0 Overhead Service — General Information

Overhead service is not available in underground designated locations. Overhead service will not be supplied to any building or premises in an area designated as underground facilities only by the Company or local jurisdiction. In areas where both overhead and underground service facilities exist, the Company shall be consulted for determination of the type of service which will be supplied.

### 2.0 Combination Loads

Consult the Company for proper rate and meter location. Refer to [ESR-5](#) for service voltage grounding.

#### 2.1 Single-Phase Service — 120/208 V, 120/240 V, 240 V, and 240/480 V

The maximum rating of an individual meter switch for 120/208 V, three-wire service is 200 A. Normally for 120/240 V or 240 V service, the maximum meter switch rating is 400 A. Under certain operating conditions, permission may be granted for installation of 600 A service equipment for an individual 120/240 V or 240 V load. Otherwise, two separate 400 A service installations, or three such installations of 400 A or more, may be required, and totalized metering will normally be available. Consult the local Service Planning Office for requirements.

On multiple-occupancy buildings consult the local Service Planning Office for load requirements. See [ESR-5](#) for group metering requirements.

#### 2.2 Three-Phase — Four-Wire Service

Service will only be supplied to a residence if three-phase facilities are available at the location or there is one motor of more than 10 horsepower.

#### 2.3 Three-Phase — Four-Wire — 120/208 V Wye Service


Service may be supplied at 120/208 V wye, provided the Company maintains a four-wire, 120/208 V wye system, or the customer's load would require an individual transformer installation of not less than 15 kVA; and, the transformer installation will be located on the customer's premises, when, in the opinion of the Company, such space is considered necessary.

#### 2.4 Three-Phase — Four-Wire — 277/480 V Wye Service

Service will be supplied at 277/480 V wye. The transformer installation will be located on the customer's premises, when, in the opinion of the Company, such space is considered necessary.

#### 2.5 Three-Phase — Four-Wire — 120/240 V Delta Service

Service may be supplied at 120/240 V three-phase, four-wire delta, provided the Company maintains a four-wire delta secondary system; or the installation requires not less than 15 kVA of transformer capacity; the unbalance between phases is less than 100 kW, and the service transformers will be located on the customer's premises, when, in the opinion of the Company, such space is considered necessary.

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2.6 Three-Phase Service — 120/208 V, 240 V, and 277/480 V

Normally, for a given voltage or phase, only one set of service-entrance conductors with one meter switch which carries a customer's entire load will be permitted to a single occupancy. In all cases, the Company shall be consulted relative to available voltage and method of service delivery prior to making the service wiring installation. The maximum capacity for 120/208 V, 240 V, or 277/480 V three-phase is 4,000 A of connected load. When capacity exceeding 4,000 A is required, two or more services may be installed with totalized metering. See [ESR-6](#).

**3.0 Service Drops**

3.1 General

Upon a sincere application for service, and where the Company's distribution pole line is located on the customer's premises, or on a street, highway, lane, alley, road, or private easement immediately contiguous thereto, the Company will furnish and install a single span of service drop wires from its pole to the customer's first approved permanent support.

Customer service drop supports shall be of a type and so located that Company service wires may be installed in accordance with good engineering practice, Company requirements, and all applicable laws, ordinances, rules, and regulations, including those governing clearances and points of attachment. Proper service drop support locations must be approved and verified by the local Service Planning Office. The Company is not responsible for a service drop support location assumed by the contractor or the customer.

When service drop clearances become impaired because of changes created by the tenant or owner of a premises, including such items as patio covers, fireplace chimneys, satellite dishes, desert coolers, or swimming pools, see [Subsection 7.2](#), "it is incumbent upon the customer at their expense, to provide a means to correct the infraction."

When the installation of a new building or structure conflicts with the location of the existing utility service drop on the property serviced or existing customer service entrance conductors, it shall be the responsibility of the party making the new installation to clear the conflict.

3.2 Single Point-of-Service Delivery per Building

For all single-phase and three-phase installations where the individual meter switches are rated 200 A and below, only one point-of-service delivery will be established for a single- or multiple-occupancy building (including condominiums in common tenancy and townhouses developed with common area), unless otherwise determined by reason of company operating necessity. All service heads, together with the required facilities for termination of the Company's service drops for each of the phase and voltage classes of load to be served, shall be as closely grouped at this location as practicable. Consult the local Service Planning Office for requirements. See [ESR-5](#) and [ESR-6](#) for group metering requirements.<sup>1/</sup>

<sup>1/</sup> For townhouse developments where commonly owned property is not available, individual services may be provided to each townhouse unit.

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**3.3 Point-of-Service Delivery—Two or More Buildings on the Same Lot or Premises**

Two or more buildings on the same lot or continuous premises may each have a point-of-service delivery under the following conditions:

- Local ordinances permit such installations.
- Each point-of-service delivery is so located that the service drop may be installed from the distribution pole line serving the lot or premises in accordance with all applicable clearances, distances and requirements of the Company.
- In cases where single premises are abnormally extensive, the Company shall be consulted with respect to the method by which service will be supplied.<sup>2/</sup>

**3.4 Number of Service Drops at One Point-of-Service Delivery**

Not more than one set of service drops will be installed by the Company to any one point-of-service delivery as permitted in [Subsection 3.2](#) for any single- or multiple-occupancy building for the same voltage and phase classification, except as follows:

**A. 120/240 V Single Phase**

Where, for single-phase load only, with service delivery at 120/240 V, the total load to be served employs sets of service-entrance conductors supplying groups of meter switches, main service switches, or meter switches supplied by individual sets of service-entrance conductors, with aggregate capacity exceeding the maximum capacity which will be supplied by one set of service drops as specified in [Section 2.0](#), the contractor shall install two or three separate sets of service-entrance conductors as required thereon for the total load, and provide service terminating facilities for a separate service drop near each service head required.


**B. 240 V Single Phase**

For 240 V single-phase power loads, the Company shall be consulted in each case relative to the required serving method. These loads may in some cases be supplied by one 3-phase service drop. In any case, a separate set of service-entrance conductors for connection to a separate service drop may be required by reason of the Company's operating necessity.

**3.5 Maximum Length**

The maximum length of a service drop is typically 100 feet, but may vary depending on the slope or grade of the land, intervening trees or structures, the size of conductors used, and the height and strength of the customer's service drop support. In order to minimize the strain, the point-of-service drop termination on the building shall be located as near to the Company's serving pole as practicable. Where questionable or extraordinary conditions exist, the Company Service Planning Office shall be consulted prior to the establishment of a point-of-service delivery.

<sup>2/</sup> Multiple-occupancy buildings will be served by one point-of-service delivery unless otherwise determined by reason of company-operating necessity. See [ESR-5](#) for group metering requirements.

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### 3.6 Service Drop Termination on the Customer's Structure

The contractor shall provide a suitable landing at the point-of-service delivery adjacent to the service head which will permit the attachment of service drop conductors in a manner acceptable to the Company. This service drop support, together with its supporting building or structure, shall have adequate strength to safely withstand the strain of the service drops. Where an unusually heavy service is involved the Company Service Planning Office shall be consulted with respect to the service drop support. Where the building does not provide sufficient strength to comply with requirements, the contractor shall install an adequate service pole adjacent to the building.

The Company will furnish and install only its standard service knobs, insulators, brackets, or racks. Any special devices or structures when permitted or required shall be furnished and installed by the contractor, conform to all legal requirements, and be acceptable to the Company.

### 3.7 Height of Point-of-Service Drop Attachment on the Customer's Structure

The height of the point-of-support or attachment of service drop conductors on the customer's structure shall be adequate to provide vertical clearances between service drop conductors and the ground, structures, roofs, stairways, windows, and so forth, not less than the values given in the text, and in [Table 2-2](#) and [Table 2-3](#), [Table 2-4](#), and illustrations in [Figure 2-6](#) through [Figure 2-9](#). Adequate allowance must be made for the lowest point of sag in the service drop conductors and for the grade or slope of the area over which they pass.

## 4.0 Service Drop Supports

### 4.1 General


Only power service drops shall be permitted to be attached to a service mast or riser per National Electrical Code (NEC), Section 230-28. Only one service drop supporting structure may be installed for a service drop. It shall be located at the point-of-service delivery and normally will support the service head.

A service drop supporting structure may consist of a timber, angle iron or pipe rack, or a single unspliced timber or equivalent steel pipe or member. All types shall be securely braced where necessary and shall be bolted or lagged to the frame or to equally substantial members of the building. Where service entrance conductors exceeding 500 kcmil AWG are to be installed, the Company Service Planning Office shall be consulted prior to erection of the structure.

In each case where a metallic structure is proposed, the contractor shall ascertain from the Company the proper number, size, and configuration of the holes necessary to accommodate the studs or bolts furnished by the Company, to secure its service knobs or insulators to the structure. The contractor shall drill, and where necessary, tap such holes as designated by the Company.

### 4.2 Wood Buildings

Where properly located exposed surfaces of substantial wood building members are available which provide adequate strength and not less than two inches nominal thickness, service knobs will be screwed thereto. Where such surfaces are concealed by plaster or similar material, the contractor shall, prior to the application of such material, either install the necessary knobs or bolts (both of which will be furnished by the Company) for the

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attachment of insulators, brackets, or racks, or shall provide visible external evidence of the location of the concealed studs or timbers by properly placing large nails which project out of the finished plaster or other surface material.

#### 4.3 Residential Buildings

On residential buildings only, service drops of 0–300 V will, where better facilities are not available, be attached to rafters or suitable timbers from the upper side of a non-metallic roof only—provided that the rafters are exposed outside the wallplate and the roof surface is suitable. Attachment to a roof will in no case be made back of the outer face of the wall or wallplate, or above any enclosed cornice (see [Figure 2–3](#)).

#### 4.4 Other than Wood Buildings

Where service drops are to be terminated on a building or structure on any portion thereof composed of metal, masonry, brick, stone, concrete, concrete blocks, or similar materials, the Company will furnish to the contractor at his request, any bolts necessary for the attachment of the Company's service drop dead-ending insulators or devices. Bolts will not be furnished for construction of supporting structures or their attachment to the building. The contractor shall install the bolts in the proper location which, where necessary, will be designated by the Company.

Overhead service will not be rendered directly to wind machine towers or columns, or similar equipment subject to excessive vibration. Unless the meter box is installed on a separate vibration-free structure, the service conduit, if attached to the structure, shall descend into the concrete base and rise up into the meter structure.

#### 4.5 Horizontal Timbers


Suitable horizontal timbers shall have minimum nominal size of 3" × 4" × 30" and shall be bolted or lagged to the frame or other equally substantial portion of the building. Metal members may be installed in lieu of wood if drilled as specified by the Company. Timbers fastened on continuous wood surfaces may be 2" × 4" minimum. Consideration should be given to permit attachment of telephone and CATV drops (at required clearances) in addition to the electrical supply service drop.

#### 4.6 Vertical Risers

Where any type of vertical riser is installed on a building having brick, concrete block, adobe, or similar walls, particular care shall be exercised to ascertain that its attachment will be made so that the wall will safely withstand the strain imposed thereon by the riser.

##### A. Timber Risers

[Table 2–1](#) specifies minimum requirements for determining the dimensions of unbraced or braced single solid timber risers to support service drops of varying length based on the maximum size of service-entrance conductors involved. See [Figure 2–10](#). For method of installation, see [Figure 2–4](#).

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**Table 2–1: Timber Risers**

Dimensions of Single Riser — Clear Douglas-Fir Solid Timber (in)	Height of Point of Attachment above Building (ft)	Allowable Length of Service Drop (ft)	Maximum Size of Conductor Involved in Service Entrance
4 × 4 Unbraced	5 or less	0 to 75	#1
4 × 6 Unbraced	5 or less	75 to 100	#1
4 × 6 Unbraced	5 or less	0 to 75	500 kcmil
4 × 6 Unbraced	5 to 8	0 to 75	#1
4 × 6 Braced	Over 5	0 to 75	500 kcmil
6 × 6 Unbraced	8 to 12	0 to 75	Consult Company

Where a 4" × 6" timber is installed it shall be placed with the 6-inch dimension in the general direction of pull of the service drop.

**B. Conduit Risers (Periscope Type)**

A conduit riser of the periscope type may be installed as a service drop support where permitted, provided that the installation is made in accordance with the requirements of [Figure 2–5](#). The Company will not assume any liability for damage to the building caused by roof leakage around such risers or from mechanical failure of the riser, its attachments to the building, or failure of any part of the building.

**5.0 Location of Service Drop Supports or Point-of-Building Attachment**

**5.1 General Requirements**

The point of attachment on the building or structure shall be located to permit the service drops to be run in a manner acceptable to the Company, unobstructed and free from interference from poles, floodlights, antenna masts, vent pipes, trees, and so forth, so that clearances not less than those indicated in the text, and in [Table 2–2](#) and, [Table 2–3](#), [Table 2–4](#), and illustrations in [Figure 2–4](#) through [Figure 2–11](#), will be maintained between the drops and the ground, structures, roofs, stairways, balconies, walkways, windows, pools, and so on.


The location must be such that the service drop will not cross adjoining premises.

The location must be such that consumer's yard wiring will not be less than three feet radially from the service or open service-entrance conductors.

These location requirements shall apply whenever existing service installations are upgraded.

An area of working space shall be maintained to provide access when the point of attachment can only be reached by ladder. The working space is determined by the horizontal distance of the ladder from the top support to the foot of the ladder which is one-quarter of the working length of the ladder. For example, if the top support of the ladder is 20 feet, then you need five feet of working space for the foot of the ladder.

Contact the Company local Service Planning Office to verify the location of service drop supports and points of attachment. When service equipment is improperly located because the Company was not contacted in advance, the customer is responsible for all modifications.

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## 5.2 Specific Requirements

The service drop support or point of attachment shall be located on that exterior wall, exterior frame member, roof edge, or verge on the side of the building, or structure which is nearest the street, alley, public way, or easement occupied by the Company's distribution pole or underground distribution system from which service will be supplied. See [Figure 2-1](#) for commercial and industrial buildings and [Figure 2-2](#) for residential buildings.

The location shall be such that the service drops will not pass over any portion of the building served, except small incidental roofs, balconies, walkways, stairways, fire escapes, and other similar minor projections from the wall or frame on which the drops are terminated.

## 5.3 Exceptions


Where the service drops from the Company's pole will pass over only the premises served, and will cross no intervening part of the building served, and will conform to all other provisions of these requirements, the service drop support or point of attachment may, where permitted by local ordinances, be on any exterior wall, exterior frame member, roof edge, or verge, provided that any increase in service drop length is acceptable to the Company. See [Figure 2-1](#) and [Figure 2-2](#).

Where the nearest exterior wall to the Company's distribution pole line is a shed or similar attachment to the building and does not afford sufficient height for a service drop support without erection of a vertical extension, and there is likewise, another wall or building member of adequate height and facing, the point-of-service drop attachment may, where permitted by local ordinance, be located on this wall or member, provided that the service drops will in no case pass over the low-shed type attached part of the building for a distance of over 30 feet. The point of attachment shall be located so that the vertical clearance between the service drops and the portion of the building passed over will be the maximum practicable, and in no case less than the vertical clearances shown in [Figure 2-9](#) for commercial and industrial premises or in [Table 2-2](#) for residential premises.

For residential service drops of 0-300 V, the point of building attachment shall not be less than one foot above any non-metallic roof or similar surface and shall be located so that the service drops will, beyond ten feet from the point of attachment, have a vertical clearance from the building served of not less than two feet. See [Table 2-2](#) for clearances over metallic roofs. See also "Exhibit B" in [Figure 2-2](#).

The point of attachment for residential service drops may be on the upper side of non-metallic roof eaves. See [Subsection 4.3](#).

For residential service drops of 0-300 V, the point of attachment may be located so that the service drops will extend the minimum practicable distance beyond the building wall facing the pole line and will not extend more than one-half the depth of the building, or extend past the highest part of the section to which they are attached. In such cases, the point of attachment to the building shall be located so that at least two feet of vertical clearance will be maintained between the service drop and any incidental non-metallic roof of the building served. A clearance of 8 feet is required over metallic roofs of three-eighths pitch or less. See [Table 2-2](#).

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## 6.0 Service Heads

### 6.1 General

For overhead services, an adequate service head shall be provided on the supply end of every service enclosure or service entrance cable.

### 6.2 Maximum Number of Service Heads — Parallel Service Entrances

When more than three overhead service-entrance conductors paralleled per phase are in three separate risers necessary to supply the load for one metering location, a busway-type service entrance shall be required (see [Figure 2-17](#)).

For service requirements on busways installed for service from a transformer vault, see [ESR-3](#) and [ESR-4](#).

### 6.3 Location of Service Head

The service head shall be so located on the exterior of the structure served that only one point of attachment will be required for the service drop and should, where practicable, be at least one foot above the level of the required point-of-service drop attachment. The location shall be such that the service-entrance conductors may be conveniently connected to the service drop. Adequate drip loops shall be formed in the open wires between the service head and the point of attachment to the service drop. These service-entrance wires shall extend 18 inches minimum out of the service head, not to exceed three feet in length.

Where more than one service head for the same phase and voltage class of service is installed on a building, all such service heads shall be located so that they may be supplied through a single service drop, except where the total single-phase load requires installation of more than one service drop.


Where service heads for different phase and voltage classes of service are installed on a building on which a single point of delivery is established, such service heads shall be located as close together as practicable except as otherwise directed by the Company representative.

The service head may be located above the roof of the structure served, provided its installation conforms to all applicable provisions of these Electrical Service Requirements and applicable local ordinances.

A service head shall not be located on any wall or building member that faces and is less than three feet from a common property line.

### 6.4 Height of Service Heads

The service head shall be installed at a height that will maintain the conductor clearances above the ground and objects or structures required by the governing laws, rules, or ordinances, together with these requirements. The height shall not be less than ten feet for services limited to 150 V to ground, 12 feet for services limited to 300 V to ground, or more than 30 feet above the exterior grade level nearest such service head.

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## 7.0 Service-Entrance Conductors and Raceways

### 7.1 General

For each overhead service connection, the contractor shall furnish and install a set of service-entrance conductors that shall conform to these requirements and to the provisions of applicable local codes and ordinances.

### 7.2 Service-Entrance Conductors

Service-entrance conductors may be copper or aluminum. Where aluminum conductors are used, the following requirements apply:

- Terminals shall be approved for aluminum conductors. Aluminum-bodied, compression-type terminals are preferred.
- Meter sockets shall be UL Listed for use with aluminum conductors.
- Aluminum conductors shall be wire-brushed and coated with an inhibitor compound before terminating.

The wire size shall not be less than #8 AWG copper or #6 AWG aluminum and the wire shall have approved insulation, except that bare neutral conductors may be installed where permitted by the governing law, rule, or ordinance.

Manufacturers using aluminum bus bar construction must use a plating process approved by Electric Utility Service Equipment Requirements Committee (EUSERC).

The conductors shall be continuous without tap or splice, except that approved clamped or bolted connections may be made in enclosures of metering equipment, and taps to main service-entrance conductors or to individual sets of metering equipment may be made in approved junction boxes, auxiliary gutters, or meter troughs.

In cases where, on commercial or industrial buildings, the service drop passes over the roof or firewall at a 12-inch minimum clearance, adequate drip loops shall be formed in the open wires between the service head and the point of attachment to the service drip. These service-entrance conductors shall extend 18 inches minimum out of the service head, not to exceed three feet in length to permit its connection to the Company's service drop so that the required 12-inch minimum clearance over the building will be obtained (see [Figure 2-8](#) and [Figure 2-9](#)).


The Company shall make the connections between its service drop conductors and the supply end of the customer's service-entrance conductors.

Multiple sets of service-entrance conductors wired in parallel shall not be installed within a single service mast or riser.

### 7.3 Service-Entrance Raceways

No conductors except service-entrance conductors shall be installed in the service raceway except where continuity bond wires are required by local inspection authorities. Where a main service switch or disconnecting means is installed on the supply side of a group of meters, the conductors on the line side and load side of such disconnecting means shall be considered service-entrance conductors.

Auxiliary gutters and meter troughs containing service-entrance conductors are considered a part of the raceway. Only service-entrance conductors may run from such enclosures to metering equipment. Conductors from the load side of a meter or meter switch shall not re-enter the service-entrance raceway except in a separately buried section.

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The main grounding connection from the grounding electrode or water pipe to the neutral conductor of the service may be made in an auxiliary gutter or meter trough where more than one meter is involved, provided the installation is made so as to minimize interference with equipment in the enclosure. Bonding conductors may be installed as required by inspection authorities.


**7.4 Service-Entrance Cable**

Certain standard-approved types of multiple conductor service-entrance cable with conductors of not less than #8 AWG copper or #6 AWG aluminum, and approved service head with fittings, may be installed where permitted by inspection authorities.

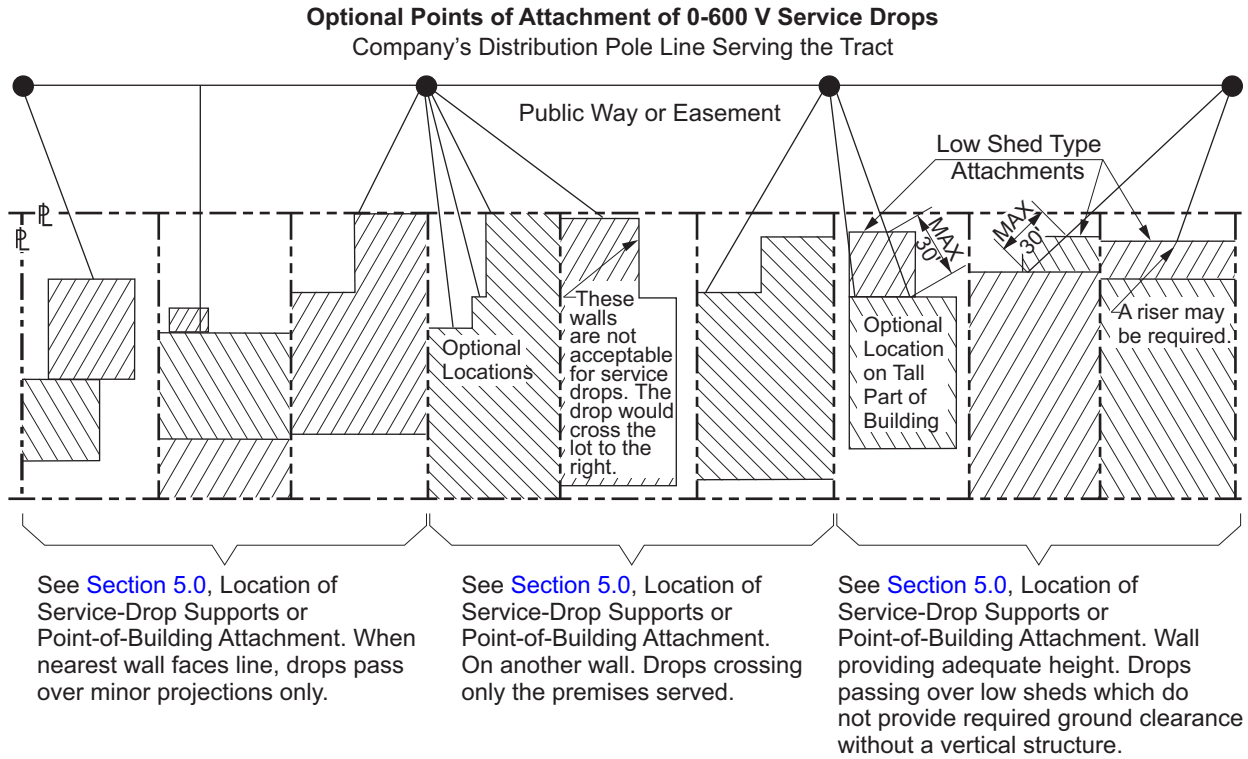
If approved by the local inspection jurisdiction, service-entrance cable could be installed on the exterior of the building. It may be installed concealed in wall spaces, but when so installed care shall be exercised to protect the cable against future mechanical injury and to allow for its replacement in case of failure.

Unless installed in continuous metal conduit, service-entrance cable shall not be run through any roof, or be installed in or through any attic space, under floor space, basement or other space within the building, in any of which the cable will be accessible to persons, except where the accessible portion is in the same room with the meter and is readily visible.

See the applicable drawings in [ESR-5](#) for grounding requirements of inspection authorities.

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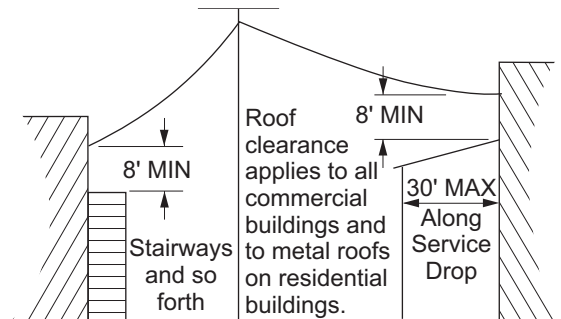
**Figure 2-1: Overhead Service Connections on Commercial and Industrial Buildings**



**Exhibit A**

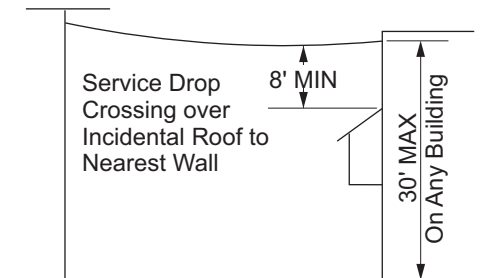
**Exhibit B**

**Exhibit C**



See Section 5.0, Location of Service-Drop Supports or Point-of-Building Attachment.

**Exhibit D**



Maximum Height of Service Drop Attachments

**Exhibit E**

**Note(s):**

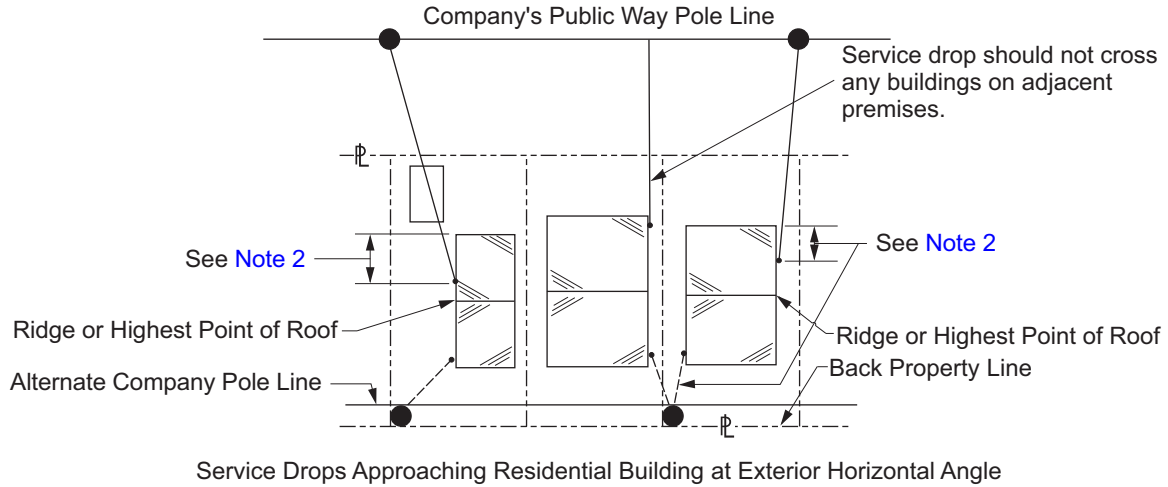
1. The Company shall be consulted for information with respect to the proper location of the point-of-service delivery on a building.
2. See ESR-5 for meter access and prohibited meter locations.

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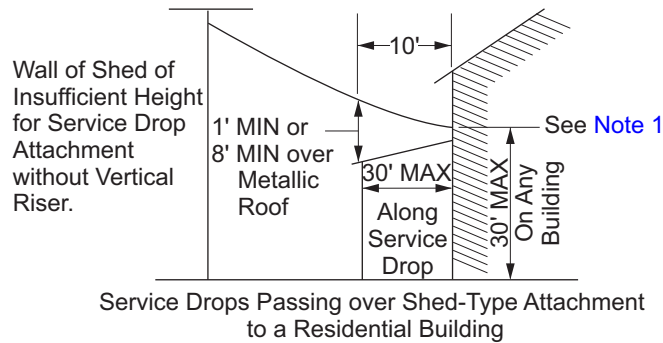
**Figure 2-2: Overhead Service Connections on Residential Buildings**

**Points of Attachment of 0-600 V Service Drops**

The points-of-service drop attachment illustrated below are acceptable only under the conditions specified in the text.




**Exhibit A**



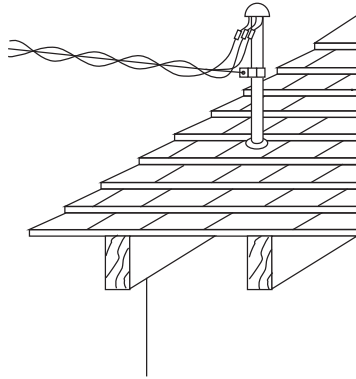
**Exhibit B**

**Note(s):**

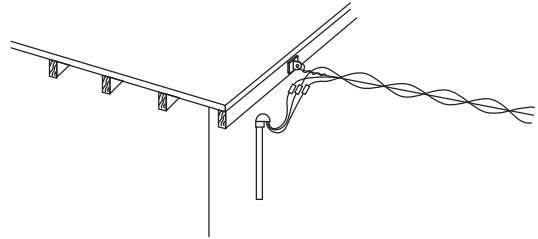
1. The California Public Utilities Commission (CPUC) approves residential triplex services to be 12 inches or more above non-walkable metallic patio drops (see Figure 2-2).
2. The service drop attachment to the building shall be the minimum practicable—not more than one-half the depth of the building and not beyond the highest point of roof (see Figure 2-2).
3. See ESR-5 for meter access and prohibited meter locations.

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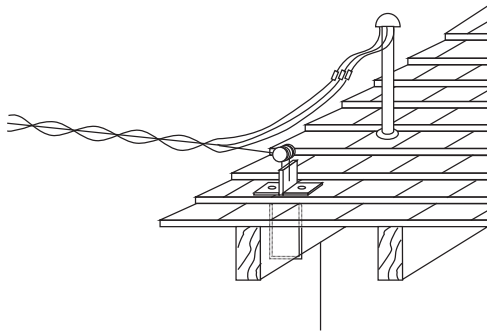
**Figure 2-3: Methods of Attaching Service Drops to Buildings**



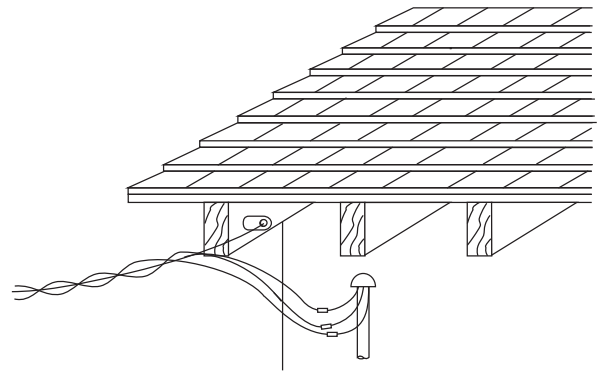
**Exhibit A**



**Exhibit B**




**Exhibit C**



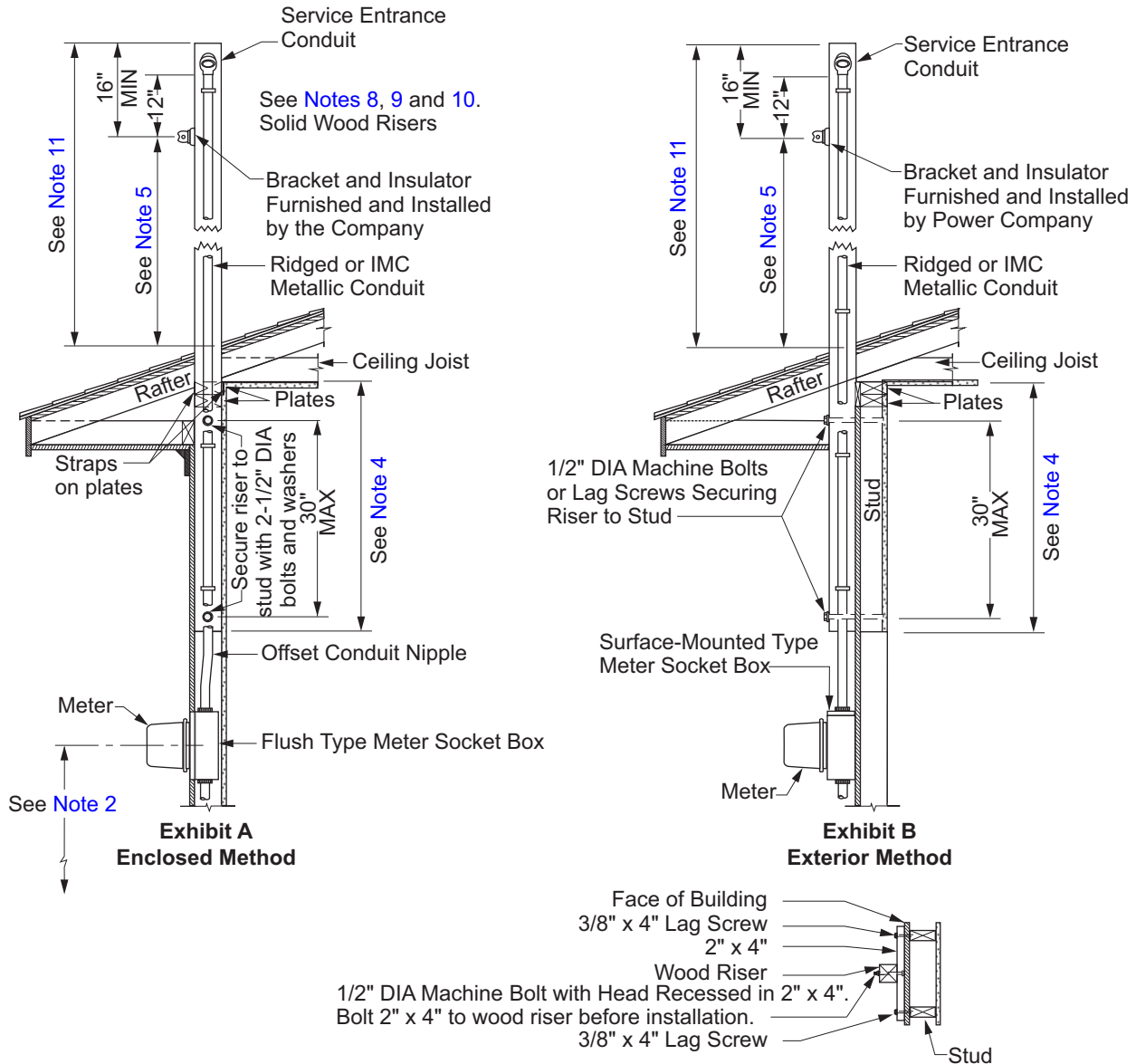
**Exhibit D**

**Note(s):**

1. All points-of-service drop attachment shall be on the wall, roof edge, verge, or exterior frame member nearest and facing the Company's pole line, except where other locations are permitted by these requirements.
2. The service head, wherever practicable, should be located one foot above the level of the point provided for service drop attachment. This arrangement is required by some inspection authorities.
3. For clearances, see [Table 2-4](#), [Figure 2-6](#), [Table 2-2](#), [Figure 2-7](#), [Figure 2-8](#), [Figure 2-9](#), and [Figure 2-10](#).
4. Drip loops shall be formed and connections shall be made below the service entrance weatherhead to prevent the entrance of moisture into the service conduit.

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**Figure 2-4: Solid Wood Service Drop Attachment Risers**

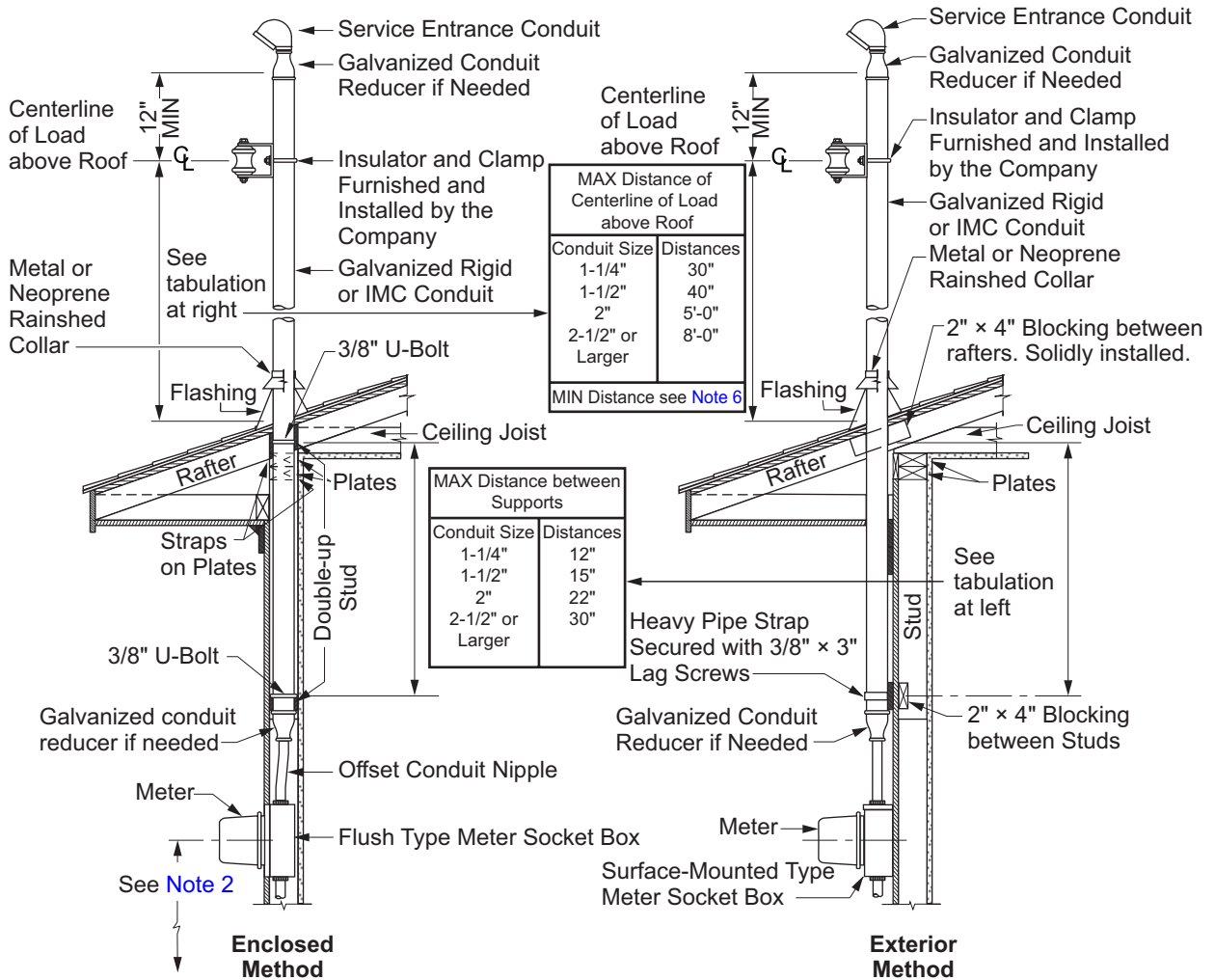


**Note(s):**

- None of these wood risers shall be spliced or be of laminated construction (2" x 4", 2" x 6", and other boards). Nailed or bolted together boards are not acceptable.
- The meter must be between the minimum of 4'-0" and 6'-3" maximum above grade. The height may be reduced to 3'-0" when the meter is enclosed in a meter closet.
- Service riser attachments in heavy snow-loading areas shall have special construction. Contact the local Company office.
- Where practicable, the riser timber should extend below the building plate a distance equal to its projection above—but in no case less than 36 inches, except where special provisions have been made for its anchorage.
- For clearances of 0-600 V service drops, see Table 2-2 and contact the local Company office for details.
- The riser should be on or not more than 18 inches back of the front face of the wall facing the Company's line.
- Illustrations show buildings with slanting roofs. See Figure 2-9 for clearance of service drops of 0-600 V over flat-roofed commercial buildings.
- See Figure 2-10, Exhibit A 4" x 4" post.
- See Figure 2-10, Exhibit C 4" x 6" post.
- See Figure 2-10, Exhibit D 6" x 6" post.
- See Figure 2-10.

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**Figure 2-5: Conduit Service Drop Attachment Risers (Periscope Type)**



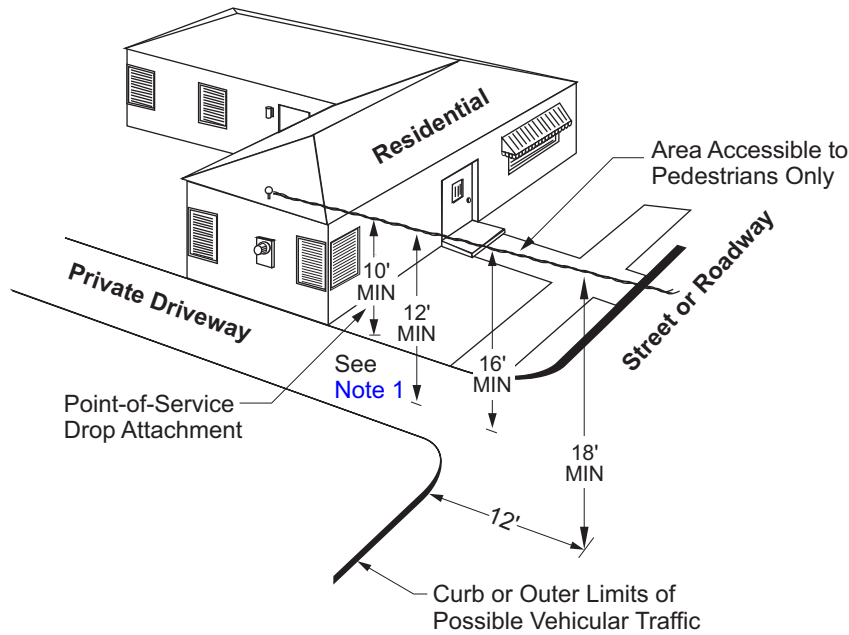
**Note(s):**

1. The above is a suggested method to obtain the required ground and roof clearances as required by CPUC G.O. 95. When this method is used, it will be acceptable to the Company, provided the dimensions and construction details are complied with the dimensions shown and are based on a service drop length of not more than 100 feet. Any service length greater than 100 feet must be approved by the Company.
2. The meter must be between the minimum of 4'-0" and 6'-3" maximum above grade. The height may be reduced to 3'-0" when the meter is enclosed in a meter closet.
3. The Company will not be responsible for any damage to the building caused by rain or structural failure.
4. The riser should be on or not more than 18 inches back of the front face of the wall facing the Company's line.
5. Install rigid steel or IMC conduit only for this application.
6. The minimum distance of centerline of load above roof is specific to each location. In all cases, this distance shall not be less than 12 inches minimum.
7. No couplings will be permitted between the top of the riser and the lowest point of support for conduit sizes 1-1/4 inches to two inches inclusive. If a coupling is necessary in 2-1/2 inches or larger conduit to secure the maximum height, the coupling shall be installed at the upper-end near the service-entrance conduit.
8. Only power service drop shall be permitted to be attached to a service mast or riser per National Electrical Code (NEC) Section 230-28.
9. The service riser attachments in heavy snow-loading areas shall have special construction. Call the local Service Planning Office for details.
10. Condulets (e.g. LB, LL, LR) with removable covers are not allowed as part of a service entrance conduit system.

**Figure 2-6: Service Drop Clearance — Residential Premises**


**Services of 0-600 V**

These minimum clearances apply to the lowest point-of-service drop sag.



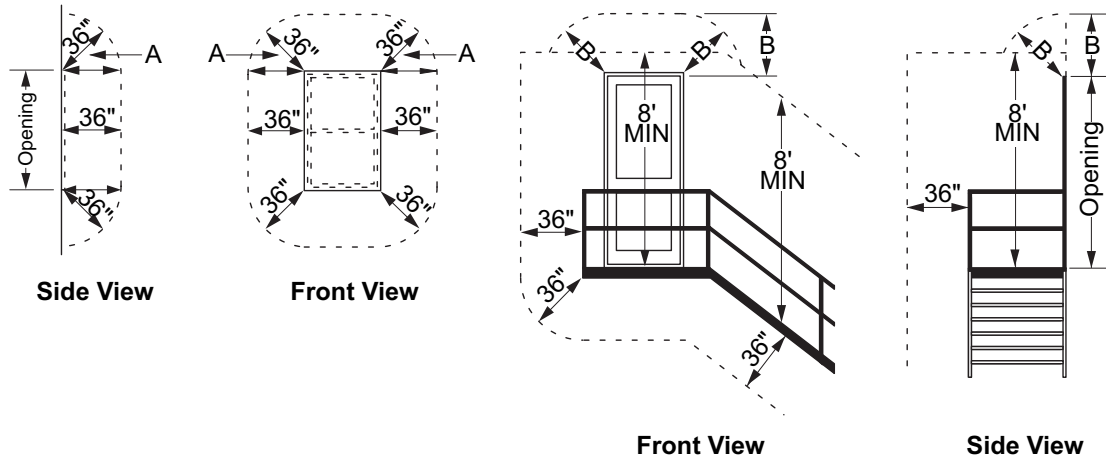
**Note(s):**

1. Service wire can be 10 feet over residential driveway, if conductor is insulated triplex. Refer to G.O. 95, Rule 54.8, B2.
2. The radial clearance between supply service drop conductors and communications service drop conductors shall not be less than 24 inches. Where within 15 feet of the point of attachment of either service drop on a building, this clearance may be further reduced but shall not be less than 12 inches.
3. The CPUC approves residential triplex services to be 12 inches or more above non-walkable metal patio roofs.
4. The service head shall in no case be less than ten feet or more than 30 feet above the exterior grade level nearest such head.
5. Minimum clearances indicated are as required by the Rules for Overhead Line Construction of the CPUC (G.O. 95). The Commission has ruled that a three-unit or larger apartment house is a commercial building and, therefore, requires commercial service clearances. Commercial clearances shall be provided over private or public driveways to three or more houses. For vertical clearances see [Table 2-4](#).
6. The point-of-service drop attachment on any riser shall in no case be more than 18 inches back of the front face of the wall facing the pole line to which the drops would be attached.

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**Figure 2-7: Clearance of 0-600 V Services from Doors, Exits, Windows, and Fire Escapes**

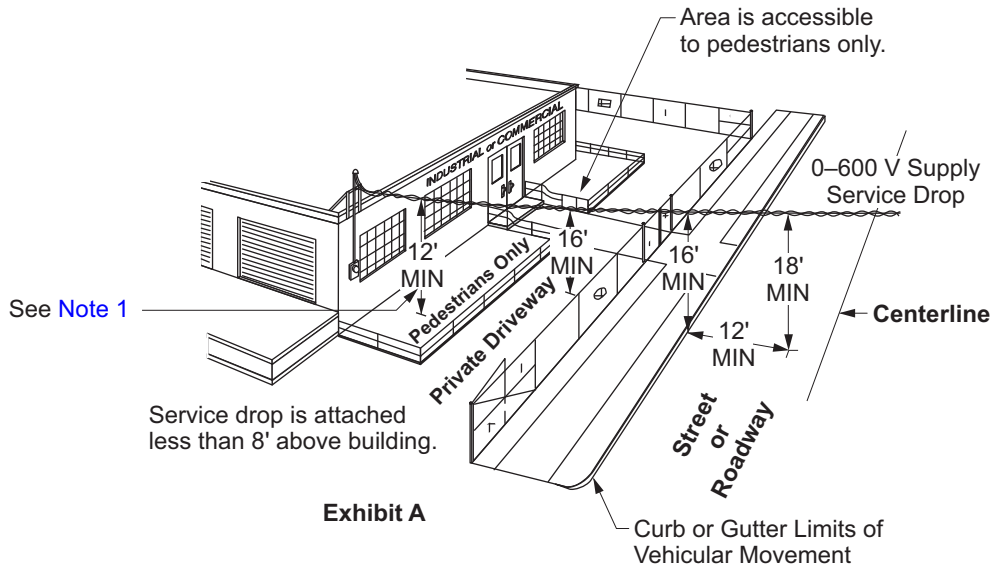


**Note(s):**

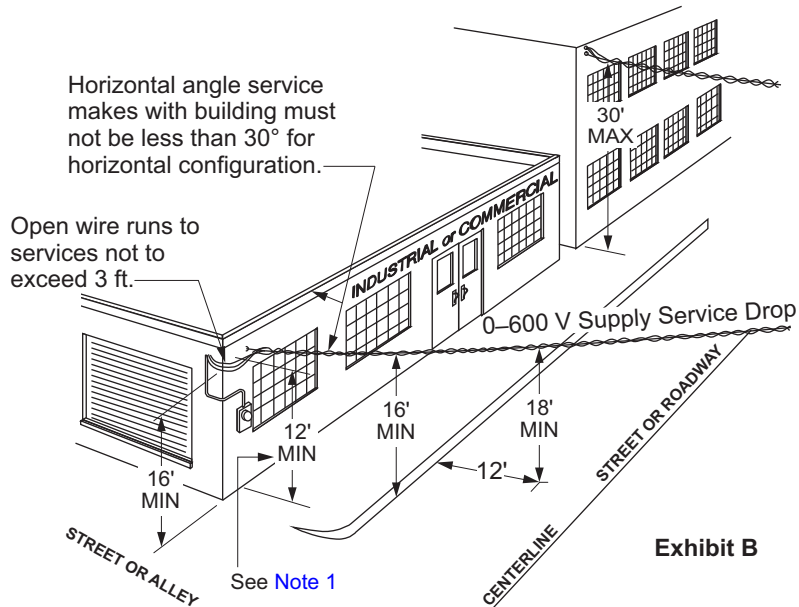
1. No supply service wires are permitted within the shaded area.
2. The minimum clearances indicated comply with "The Rules for Overhead Line Construction of the CPUC (G.O. 95)."
3. Dimension "A" may be less than 36 inches, but shall be the maximum practicable.
4. Dimension "B" may be less than 36 inches provided that it is the maximum practicable and that the eight-foot minimum vertical clearances indicated are obtained.

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**Figure 2-8: Minimum Vertical Clearance of Service Drops — Industrial or Commercial**




**Exhibit A**



**Exhibit B**

**Note(s):**

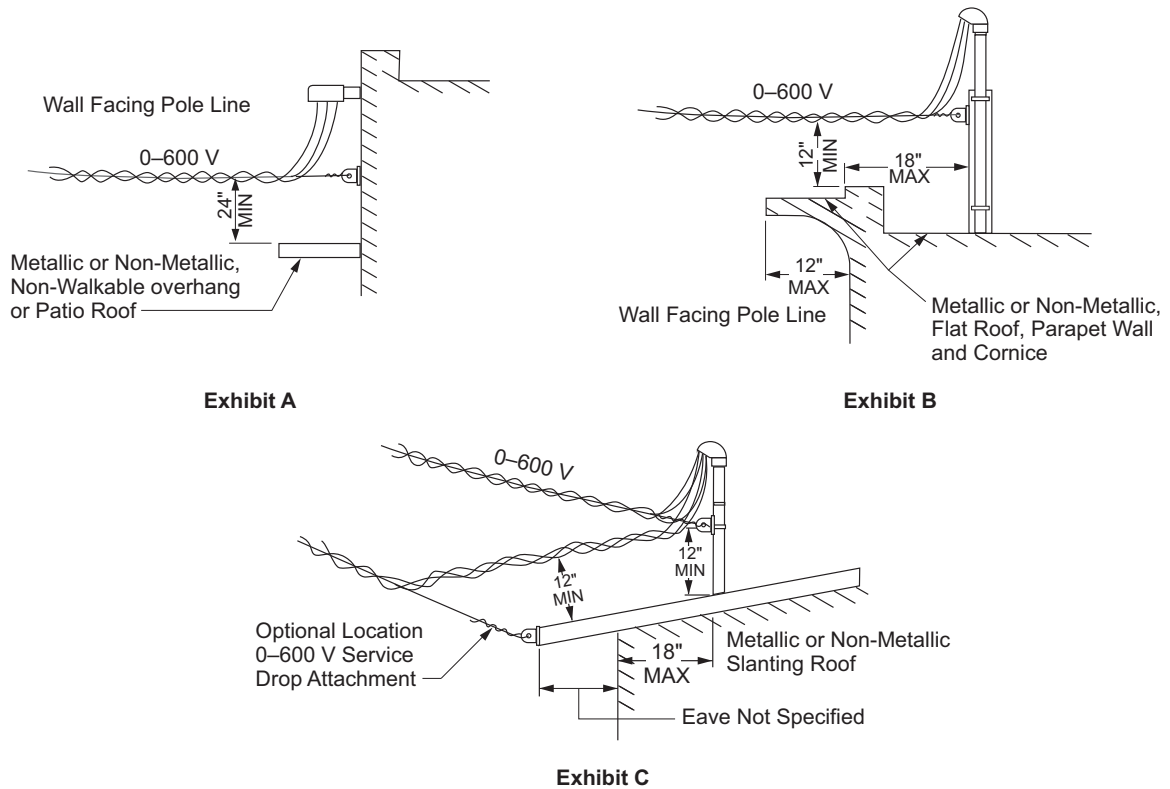
1. Service wire can be 10 feet over walkway, if conductor is insulated triplex. Refer to G.O. 95, Rule 54.8, B2.
2. Clearance above structures upon which anyone can walk shall be 8-feet minimum.
3. Clearance of 0-600 V service drops from doors, windows, exits, fire escapes, and so on shall be as shown in [Figure 2-7](#).
4. Clearance of 0-600 V service drops over railroad tracks, areas capable of being traversed by agricultural equipment. See [Table 2-4](#).
5. Where service drops approach a building wall at an angle of less than 60 degrees, the spacing of the insulators at the point of attachment in horizontal configuration should be increased so as to provide at least six inches conductor separation. Vertical configuration is normally preferable where the angle between the service drop and the wall is less than 60 degrees and is acceptable for any angle.
6. See [Figure 2-9](#) for exceptions for 0-600 V service drops.

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### Figure 2-9: Service Drop Clearance — Commercial or Industrial Premises


#### Services of 0-600 V

These minimum clearances apply to the lowest point-of-service drop sag.

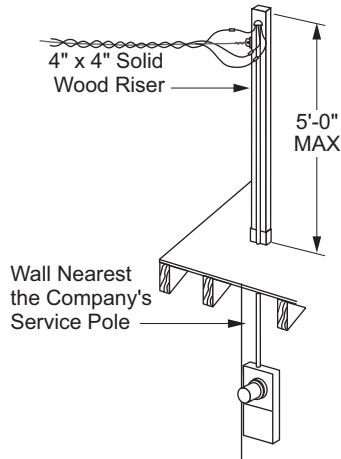


**Note(s):**

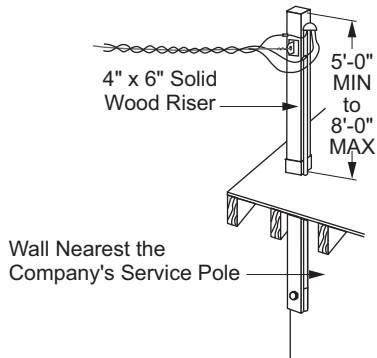
1. On premises used for industrial and commercial purposes, service drops shall be maintained at a vertical clearance of not less than eight feet over all or any portions of buildings and structures. **Exception:** Service drops of 0-600 V may be less than 8 feet, but not less than 12 inches above the metallic or non-metallic cornice, decorative appendage, eave, roof, or parapet wall of the building served provided. The current-carrying service conductors are insulated for the voltage being supplied (refer to G.O. 95, Rule 20.8-G) and the point of attachment of the service drops is not more than 18 inches back of the front face of the building wall facing the pole line from which the service drops originate.
2. Service drops are not required to clear buildings any specific horizontal distance, but shall be so installed that they clear fire escapes, exits, windows, doors, and other points at which human contact might be expected, a horizontal distance of not less than three feet. Where service drop crosses over metallic or non-metallic, non-walkable overhang or patio cover, the vertical clearance may be less than 8 feet, but not less than 24 inches, providing such service drops consist of abrasion-resistant cables and are insulated for the voltage being supplied.
3. The above exhibits illustrate applications of G.O. 95, Rule 54.8-B4(a) to installations of 0-600 V service drops on various types of buildings on commercial or industrial premises.
4. The service drops shown are in flat configuration. The minimum vertical clearance of 12 inches applies to the lowest conductor of a service drop.

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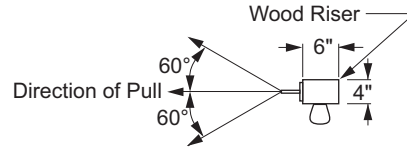
**Figure 2-10: Clearance of Timber Risers on Buildings**



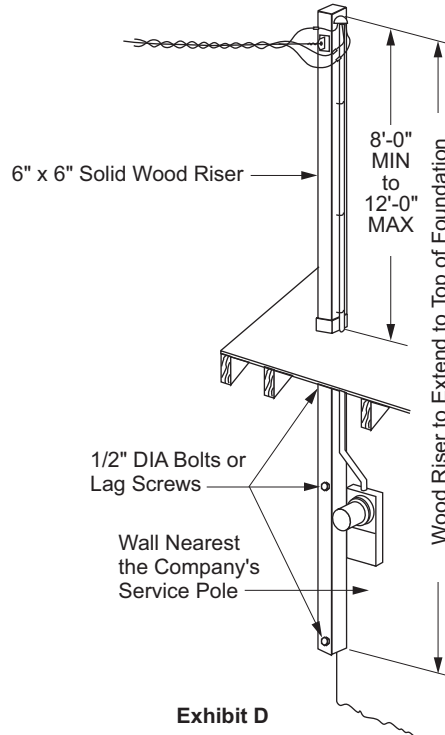
**Exhibit A  
Enclosed Method**



**Exhibit C**



**Exhibit B**



**Exhibit D**

**Note(s):**

1. Service riser attachments in heavy snow-loading areas shall have special construction. Contact the local Service Planning Office (see [ESR-1](#)) for information. The service head, wherever practicable, should be located one foot above the level of the point provided for service-drop attachment. Where the point of attachment is located above the service head, drip loops shall be formed and connections shall be made below the service head to prevent the entrance of moisture into the service conduit.
2. For clearances, click the following references:
  - [Figure 2-2](#)
  - [Table 2-4](#)
  - [Figure 2-6](#)
  - [Table 2-2](#)
  - [Figure 2-7](#)
  - [Figure 2-8](#)
  - [Figure 2-9](#)
  - [Figure 2-10](#)

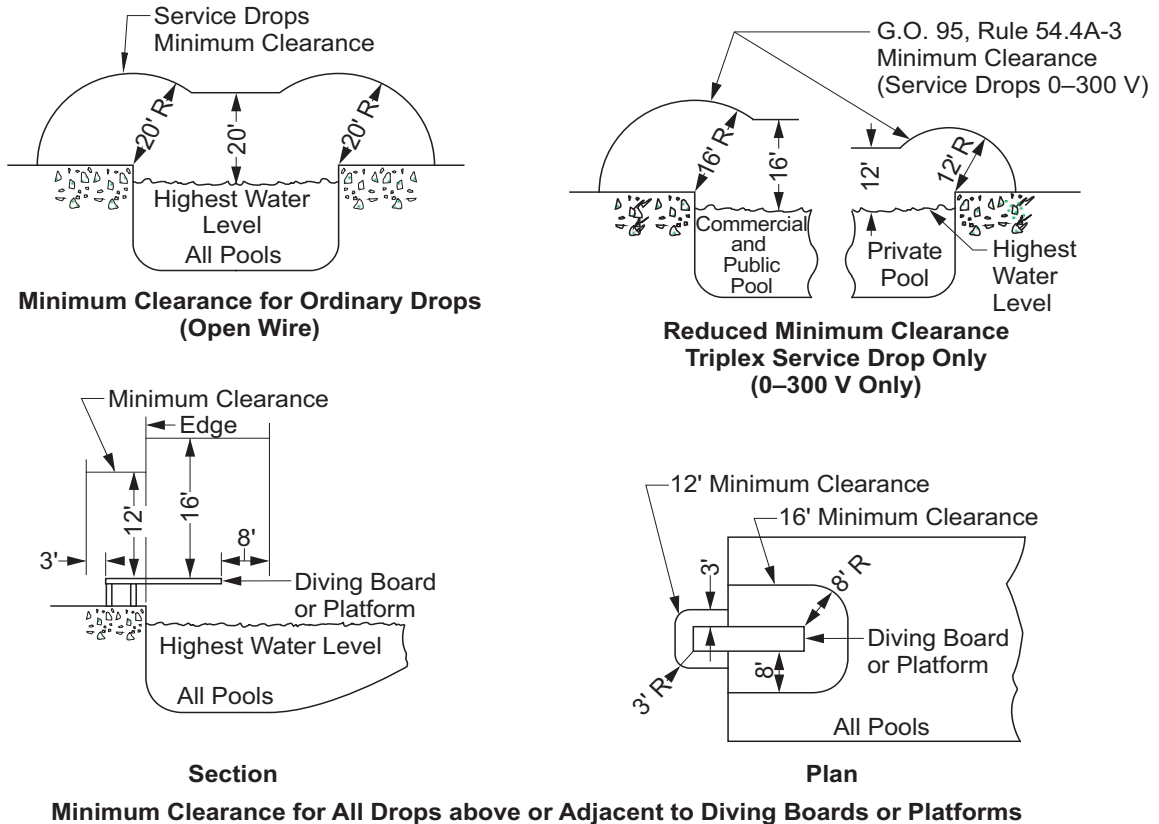
<b>ESR-2</b>	<b>Overhead Service Connections 0-600 V</b>	EFFECTIVE DATE 01-28-2022
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## 7.5 Swimming Pool Clearances

The installation of conductors over or adjacent to swimming pools and the installation of pools beneath conductors shall be avoided where practicable. Where such installations are made, the diagrams in [Figure 2-11](#) illustrate the minimum clearances required by the CPUC. Prior to installing any swimming pool in proximity to overhead conductors, contact the local inspection agency regarding applicable local ordinances.

The minimum clearances for supply conductors of all voltages in proximity to swimming pools are specified in G.O. 95, Rule 54.4 A3. Consult the local Service Planning Office for details.

**Figure 2-11: Swimming Pool Clearances**



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## 7.6 Minimum Allowable Clearances for Services Drops

The following tables show the minimum allowable clearances for service drops above ground, and structures.

**Table 2–2: Minimum Allowable Vertical Clearance over Buildings and Structures — 0–600 V Service Drops — Residential**

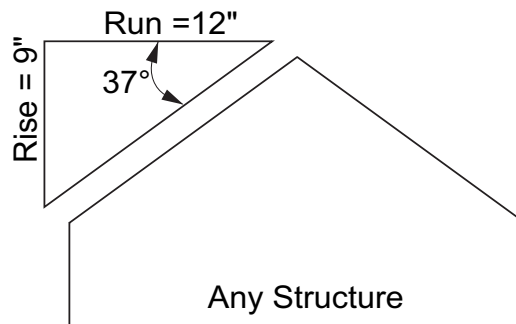
Clearance From	Building Served	Other Buildings on Premises Served (ft)	Buildings on Other Premises (ft)
Metal roof less than 37° <sup>a/</sup>	8 ft vertical <sup>b/</sup>	8	8
Metal roof 37° or more	2 ft vertical <sup>b/</sup>	2	8
Non-metallic roof less than 37°	<sup>c/</sup>	2	8
Non-metallic roof 37° or more	<sup>c/</sup>	2	2
From fire escapes, exits, openable windows, doors, and other points at which human contact might be expected	3 ft horizontal, See Figure 2–7.	—	—

<sup>a/</sup> A roof with a 3/8 pitch. See Figure 2–12.

<sup>b/</sup> Residential triplex services may be installed a minimum of 12 inches above non-walkable metallic or non-metallic patio roofs.

<sup>c/</sup> A minimum of 12 inches, but the greatest practicable clearance should be obtained.

**Figure 2–12: Pitch of Roof**



**Table 2–3: Minimum Service Cable Clearance Aboveground**

Location	Distance (ft)
At center of street	18
At curb line	16
Over commercial or industrial driveways or parking areas	16
Over residential driveways	12
Over agricultural areas	15
Over trolleys, railroads or for other special conditions	Consult the Company representative.

**Table 2–4: Vertical Clearances above Railroads, Thoroughfares, and Ground**

	Condition	Minimum Clearance (ft)
1.	Crossing above R.R. tracks without overhead trolley wire	25
2.	Crossing above R.R. tracks with overhead trolley wire: <ul style="list-style-type: none"> <li>• Above rails where freight cars are transported</li> <li>• Above rails where freight cars are not transported</li> <li>• In each case, the service drop must clear trolley wires by not less than...</li> </ul>	26 23 4
3.	Crossing above private driveways, or other areas accessible to vehicles, see <a href="#">Figure 2–6</a> . If 12 ft clearance requires a structure on the building served, 0-300 V drop may have a clearance of...	12 10
4.	Crossing above areas accessible to pedestrians only. See <a href="#">Figure 2–6</a> . If 10 ft clearance requires a structure on the building served, 0-300 V drops may have a clearance of... If 8-1/2 ft clearance also requires a structure on the building served, the basic 10 ft clearance must be maintained.	10 8-1/2
5.	Crossing above areas capable of being traversed by agricultural equipment	15
6.	Crossing above thoroughfares. See detailed requirements on <a href="#">Figure 2–6</a> .	18

## 8.0 Customer-Owned Service and Meter Poles

### 8.1 General Requirements for Permanent and Temporary Service 0–600 V

The detailed minimum requirements for customer-owned service and meter poles to which temporary or permanent service is to be extended by the Company are shown in [Figure 2–13](#) and [Figure 2–15](#). These pages are in compliance with the Rules of G.O. 95, the CPUC, and the California Construction Safety Orders, where applicable.


Service will not be connected to any customer-owned service pole or service and meter pole which do not at least meet the minimum requirements shown on these pages. In some areas, the requirements of local inspection authorities may exceed these requirements. When required, permit and inspection must be obtained from city, county, or state inspection authorities before service will be connected by the Company. Pole locations must be approved by the local Service Planning Office. The Company is not responsible for the location assumed by the contractor or customer.

Customer's service may be taken from the receptacles or from top of pole with a second conduit run up the pole.

All conduit fittings to be rain-tight. Wire with suitable insulation, not less than #8 AWG, shall be used in the conduit.

Service switch to be rain-tight and of proper rating for load to be served. Switch cover must be locked if enclosure contains exposed live parts. Service entrance circuit breaker may be used in lieu of a fused switch, unless threaded connections are employed. All sections of the service equipment shall be adequately bonded.

All boxes must be rain-tight, where receptacles are used. They shall be of proper rating for load to be served. Receptacles used to connect portable tools shall be of the three-pole type for single-phase motors and the four-pole type for three-phase motors. One clip is to be used for ground connections. Where more than one voltage is used, the receptacles shall not be interchangeable.

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When single-phase service larger than 100 A is required, or three-phase service is desired, consult the Company.

The service pole shall be placed at least 10 feet from the location of the Company's pole, from which service is to be connected, and where practicable at least 10 feet laterally from the center of any pole line.

The service pole shall be placed within 100 feet from the location of the Company's pole from which service is to be connected.

The service pole shall be so located that the topography of the land, buildings, or other obstructions will not reduce required clearances per G.O. 95, Table 1.

The Company will furnish and install the meter, service drop, and service drop wire holder. All other equipment, including the pole, shall be furnished and installed by the customer.

Floodlights, signs, ropes, and similar equipment shall not be attached to service and meter poles.

Communication service drops shall not be attached to service and meter poles unless all applicable G.O. 95 clearances are complied with.

The drawings in [Figure 2-13](#) and [Figure 2-15](#) illustrate a typical socket meter installation for single- and three-phase 0-600 V service. The actual arrangement of the meter socket and service equipment may be varied, provided that all of the requirements shown on these pages and all other Electrical Service Requirements of the Company are complied with.

All customer-owned service poles, by supporting the Company's overhead service conductors, are subject to the rules of G.O. 95, Overhead Line Construction of the CPUC, except those poles which are so attached to, or which are so incorporated into a building or structure that they are not capable of being climbed.


The following is presented for assistance in correct and uniform interpretation of the requirements for customer-owned service and meter poles as specified in [Figure 2-13](#) and in [Figure 2-15](#). These requirements are minimums with relation to the nature and composition of approved materials, together with clearance dimensions, and other features. Deviations from the requirements of these pages of any nature, including substitution of any types of material other than specified, cannot be granted. Service will not be connected to any installation which is not in compliance.

**A. Temporary Service (One Year or Less)**

Requirements for Temporary Service (one year or less) are shown in [Figure 2-13](#). The preferred location for temporary metered power poles shall be located where there is Company vehicle access and that the service drop maximum span length is 100 feet. If Company vehicle access cannot be obtained, contact the local Service Planning Office for meter spot location.

A "self-supporting timber 6" x 6" x 20' minimum" is required for the customer's service pole. No particular variety or grade of timber is specified, but it is intended that it shall be sound, and free from large knots or other imperfections which would cause undue impairment of its strength.

A 5' x 3/4" Schedule 40 PVC conduit will be furnished and installed by the customer. This conduit must be permanently secured with three pipe straps to the butt and flush to the bottom of the pole. The bottom of the conduit must be permanently capped and the top cap must be removable (see [Figure 2-13](#)). This provides a means of inserting a measuring device in the conduit to check the actual setting depth.

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The customer must set the service pole in natural soil. The backfill must be tamped to a minimum compaction of 90 percent within a two-foot radius of the pole.

The customer shall furnish and install a ten-foot service drop stinger. The service drop stinger shall be #4 aluminum triplex for a 100 A service and 1/0 aluminum triplex for a 200 A service.

A timber is by dictionary definition “a squared or dressed piece of wood, usually of large dimensions.” Any wood pole-type structure—laminated or assembled as a group of separate pieces—does not comply with these requirements. A single timber **only** complies. The pole butt shall be treated with a preservative.

**B. Permanent or Temporary Service Requirements**

Permanent or Temporary Service Requirements are shown in [Figure 2–15](#). A “25-foot pole with five-inch minimum top diameter” is required. This means the standard round full-length commercially pressure-treated with a chemical preservative pole in general use for line construction. It is the intent that such pole shall be equal in quality and extent of treatment to a pole which would be used by SCE in the area concerned. This will permit the optional use of commercially butt-treated standard round Cedar poles in the San Joaquin Valley and desert areas. Full-length treated poles shall be used elsewhere. Brush-treated poles do not comply with these requirements. Sawed timbers are not permitted under any circumstances.


A 6' × 3/4" Schedule 40 PVC conduit will be furnished and installed by the customer. This conduit must be permanently secured with three pipe straps to the butt and flush to the bottom of the pole. The bottom of the conduit must be permanently capped and the top cap must be removable (see [Figure 2–15](#)). This provides a means of inserting a measuring device in the conduit to check the actual setting depth.

The customer must set the service pole in natural soil. The backfill must be tamped to a minimum compaction of 90 percent within a two-foot radius of the pole.

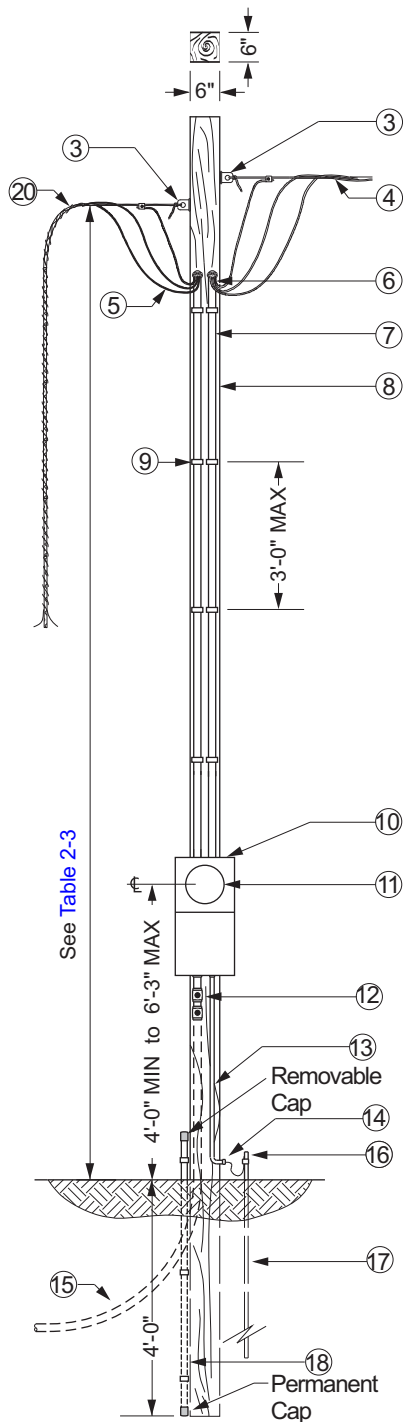
In locations where 25-foot poles of the required type are not readily purchasable from other sources, such poles may be purchased from the Company. Requirements are in [Figure 2–15](#). Contact the local Service Planning Office for details.

**8.2 Wood Brace for Temporary Service Requirements for One Year or Less**

Where the soil is not firm (for example, unable to obtain a 90 percent compaction, sandy, or imported soil, and so forth), bracing shall be required to ensure the stability of the temporary power pole. The wood brace shall not be smaller than a 2" × 4" timber and shall be secured to the pole with a minimum 1/2-inch bolt (see [Figure 2–14](#)).

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**Figure 2–13: Temporary Service Requirements (Service for One Year or Less)**



**Note(s):**

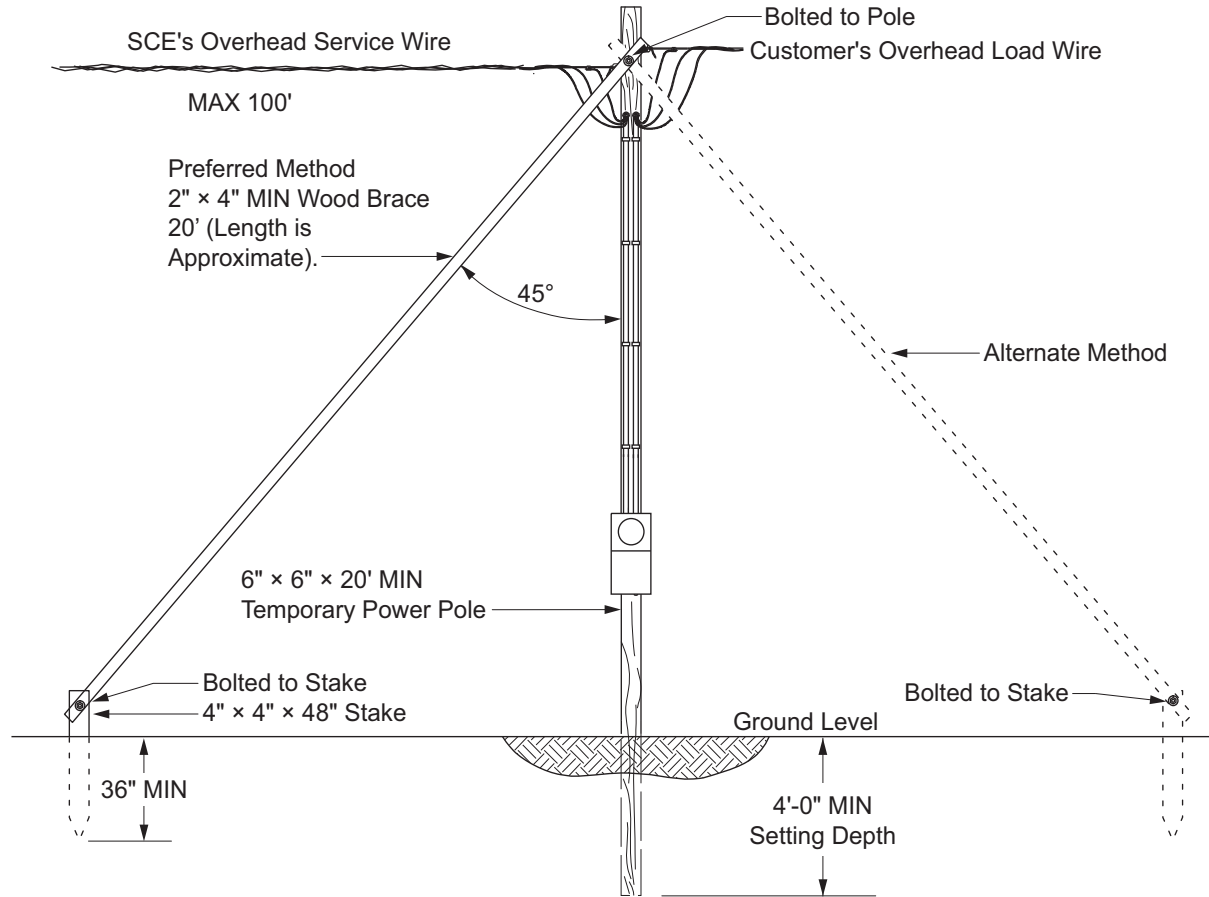
1. The preferred location for temporary metered power poles shall be where there is Company vehicle access and the service drop maximum span length is 100 feet. If Company vehicle access cannot be obtained, contact the local Service Planning Office for meter spot location.
2. Service drop furnished and installed by the Company. The Company's service drop maximum span length is 100 feet.
3. Wire holder or rack furnished and installed by the customer.
4. Customer's line.
5. Not less than 18 inches of wire outside service head.
6. Weatherproof service entrance caps.
7. Minimum 3/4-inch PVC conduit Sch. 40.
8. Self-supporting timber 6" x 6" x 20'-0" minimum (butt-treated).
9. Fasten conduit securely to pole.
10. For type of meter receptacle, and the number of socket terminals, see [ESR-5](#).
11. Meter will be furnished and installed by the Company. Self-contained 300/400 A (Class 320) type meter panels are not acceptable for temporary service. A safety socket box with factory installed test/bypass blocks, as detailed in [ESR-5](#), shall be provided for all three-phase installations.
12. Weatherproof boxes and receptacles.<sup>3/</sup>
13. Armored ground wire or minimum of 1/2-inch rigid conduit or wood molding over ground wire.
14. Ground wire to be #8 AWG minimum.
15. Where customer's feeder is to be underground, install conduit as indicated by dashed lines and as required by the NEC.
16. Approved ground clamp and fitting must be accessible. Conduit must extend to ground rod to protect ground wire from mechanical injury.
17. Ground wire from pole to electrode shall be enclosed in galvanized ridged conduit, or equivalent mechanical protection. If a ground rod is used, the following minimum requirements apply:
  - Diameter of rod: 3/4 inch, if iron rod or galvanized pipe
  - 1/2 inch, if solid rod of brass, copper, or copper-covered steel.
  - Drive to minimum depth of 8'-0" below ground surface.
  - Refer to the local inspection agency for alternate or additional requirements.
18. A 5' x 3/4" Sch. 40 PVC conduit will be furnished and installed by the customer. This conduit must be permanently secured with three pipe straps to the butt and flush to the bottom of the pole. The bottom of the conduit must be permanently capped and the top cap must be removable.
19. The customer must set the service pole in natural soil. The backfill must be tamped to a minimum compaction of 90 percent within a 2-foot radius of the pole.
20. The customer shall furnish and install a 10-foot service drop stinger. The service drop stinger shall be #4 aluminum triplex for a 100 A service and 1/0 aluminum triplex for a 200 A service.
21. Customer's service pole shall be 6 feet or more away from any well.

<sup>3/</sup> Refer to the local inspection agency and the California Electrical Safety Order for ground fault circuit protection requirements.

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**Figure 2-14: Wood Brace for Temporary Service Requirements (Service for One Year or Less)**

Where the soil is not firm (for example, unable to obtain a 90 percent compaction, sandy, or imported soil, and so forth), bracing shall be required to ensure the stability of the temporary power pole. The wood brace shall not be smaller than a 2" x 4" timber and shall be secured to the pole with a minimum 1/2-inch bolt.

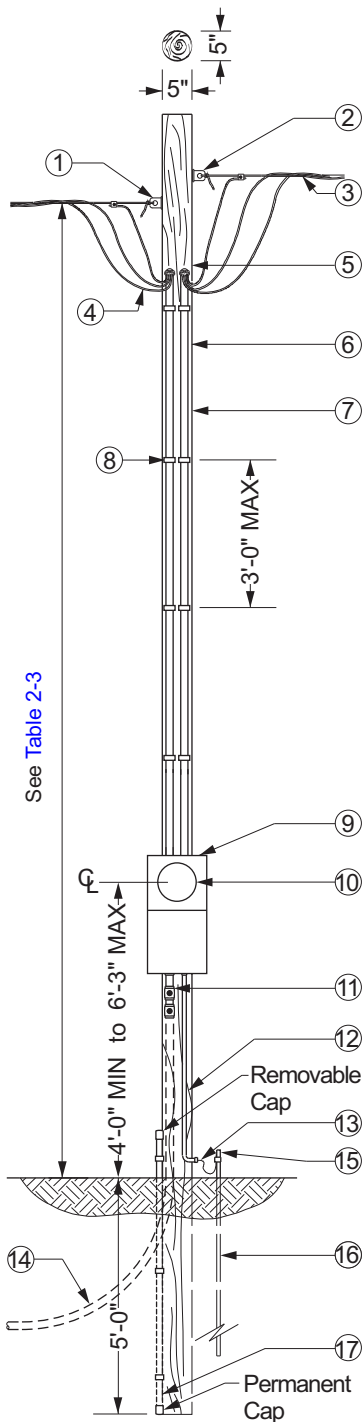


**Note(s):**

1. Place wood brace in-line with service drop.
2. Bolt the 2" x 4" x 20' MIN wood brace 6 inches below the top of the 6" x 6" x 20' timber and six inches below top of the 4" x 4" x 48" stake with a minimum 1/2-inch bolt.
3. If the location of the temporary power pole prohibits placing the wood brace in the preferred method, the alternate bracing method can be used.
4. Soil conditions may require setting the temporary power pole deeper than four feet. Should the temporary power pole be set deeper than the four-foot requirement, clearances shall be maintained for the service drop (see [Figure 2-8](#)).
5. The bracing method can be used if the service conductor is greater than #4 aluminum triplex.
6. Customer's service pole shall be 6 feet or more away from any well.

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**Figure 2-15: Customer-Owned Permanent or Temporary Service Pole**



**Note(s):**

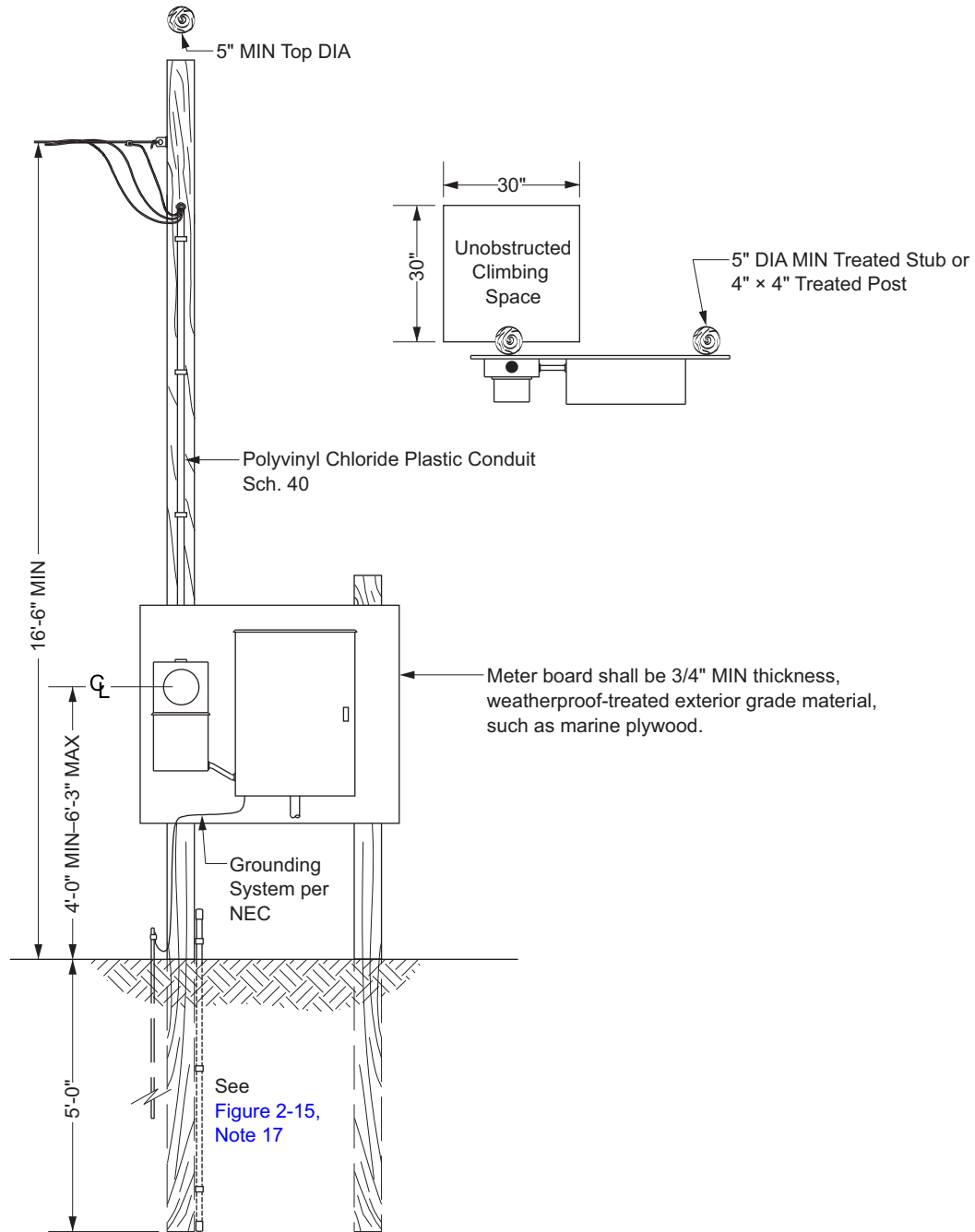
1. The preferred location for customer-owned permanent or temporary service poles shall be located where there is Company vehicle access. If Company vehicle access cannot be obtained, contact the local Service Planning Office for meter spot location. Service drop and wire holder or service rack shall be furnished and installed by the Company. The Company's service drop maximum span length is 100 feet.
2. Wire holder or rack furnished and installed by the customer.
3. Customer's line.
4. Not less than 18 inches of wire outside service head.
5. Weatherproof service entrance caps.
6. Minimum 3/4-inch PVC conduit Sch. 40.
7. A 25-foot pole with a five-inch minimum top diameter treated with a chemical preservative.
8. Fasten conduit securely to pole.
9. For type of meter receptacle, and the number of socket terminals, see ESR-5.
10. Meter will be furnished and installed by the Company. Self-contained 300/400 A (Class 320) type meter panels are not acceptable for temporary service. A safety socket box with factory installed test/bypass blocks, as detailed in ESR-5, shall be provided for all three-phase installations.
11. Weatherproof boxes and receptacles.<sup>4/</sup>
12. Armored ground wire or minimum of 1/2-inch rigid conduit or wood molding over ground wire.
13. Ground wire to be #8 AWG minimum.
14. Where customer's feeder is to be underground, install conduit as indicated by dashed lines and as required by the NEC.
15. Approved ground clamp and fitting must be accessible. Conduit must extend to ground rod to protect ground wire from mechanical injury.
16. Ground wire from pole to electrode shall be enclosed in galvanized ridged conduit, or equivalent mechanical protection. If a ground rod is used, the following minimum requirements apply:
  - Diameter of rod: 3/4 inch, if iron rod or galvanized pipe
  - 1/2 inch, if solid rod of brass, copper, or copper-covered steel.
  - Drive to minimum depth of 8'-0" below ground surface.
  - Refer to the local inspection agency for alternate or additional requirements.
17. A 6' x 3/4" Sch. 40 PVC conduit will be furnished and installed by the customer. This conduit must be permanently secured with three pipe straps to the butt and flush to the bottom of the pole. The bottom of the conduit must be permanently capped and the top cap must be removable.
18. The customer must set the service pole in natural soil. The backfill must be tamped to a minimum compaction of 90 percent within a two-foot radius of the pole.

<sup>4/</sup> Refer to the local inspection agency and the "California Electrical Safety Order" for ground fault circuit protection requirements.

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**Figure 2-16: Optional Customer-Owned Service and Meter Pole**

Permanent or Temporary



**Note(s):**

1. Customer's service pole shall maintain a 6-foot minimum clearance from any well.
2. A 36"x36" concrete working space is required in front of 400 A CT-rated meter panels for any pole installed for one year or longer.

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**9.0 High-Voltage Connections 2,400 V; 4,160 V; 4,800 V; 7,200 V; 12,000 V; 16,500 V; and 33,000 V**

**9.1 General**

To properly coordinate the provisions of these requirements with the installation of overhead services for the direct delivery of energy to the customer at any voltage exceeding 600 V, each installation will necessitate special engineering. This will require that the engineer, contractor, or customers' representative consult the Company with respect to all pertinent details prior to planning such high-voltage service installation.

Overhead service will not be supplied in an area designated as an "Underground District," except where required by the Company for its operating necessity.

Underground service is recommended for all high-voltage services to buildings.

**9.2 Service**

Upon a genuine application for service, and where the Company's distribution pole line is located on the customer's premises, or on a street, highway, lane, alley, road, or private easement immediately contiguous thereto, the Company will furnish and install a single span of supply conductors from its pole to the customer's first approved permanent support, provided such support is of a type and is so located that such conductors may be installed in accordance with good engineering practice, and in compliance with the requirements of the Company, together with all applicable laws, ordinances, rules, and regulations, including those governing clearances and points of attachment.

The customer shall, at their own expense, upon request by the Company, provide a new support in a location approved by the Company, for the termination of the Company's existing supply conductors, together with such service-entrance conductors as may be required in order to comply with the foregoing, whenever any of the clearances required from such conductors to the ground or to any object between the Company's existing serving pole and (or at) the point of their termination on the customer's support, become impaired by reason of any changes made by the owner or tenant of the premises.

A Company representative will, in each case, designate all details of the manner in which a high-voltage overhead service will be extended to and terminated on the customer's structure. The Company will furnish and install the service dead-end insulators on the customer's structure.

**9.3 Single-Phase Service Capacity**

Normally, the maximum permissible single-phase load permitted to be connected to any one phase of the Company's system is as follows: 2,400 V, single phase—150 kVA; 12 kV or 16 kV, single phase—1000 kVA. These values may be increased where special facilities are installed by the Company.

**9.4 Three-Phase Service Capacity**

The maximum main switch capacity for a 2400 V or 4160 V, three-phase service is 3000 A. Where greater capacity is required, two or more services may be installed with totalized metering. For higher-voltage services, consult the Company.

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**9.5 Single Point-of-Service Delivery**

Normally, only one point-of-service delivery will be established for the same phase and voltage class of load to be served on any single continuous premises. The Company shall be consulted with respect to the location of service delivery prior to planning provisions for the reception of service.

**9.6 Service Support — Customer's Service Pole**


When a 2400 V; 4160 V; 4800 V; and 7200 V service is to be provided, and a customer maintains an overhead distribution system, he/she may furnish and install a meter and service pole, in a location approved by the Company. Such pole shall be subject to local and state ordinances.

When a 12000 V; 16500 V; and 33000 V service is to be provided, and a customer maintains an overhead distribution system, the Company will furnish and install the metering pole, metering facilities, and one span of metered overhead service.

The customer shall furnish and install a main disconnecting means with overcurrent protection on their service pole or the next adjacent pole. Where a customer is served directly from a distribution circuit or an autotransformer, the main disconnect shall be a circuit breaker equipped with overcurrent and ground-relaying protection.

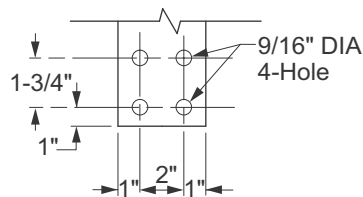
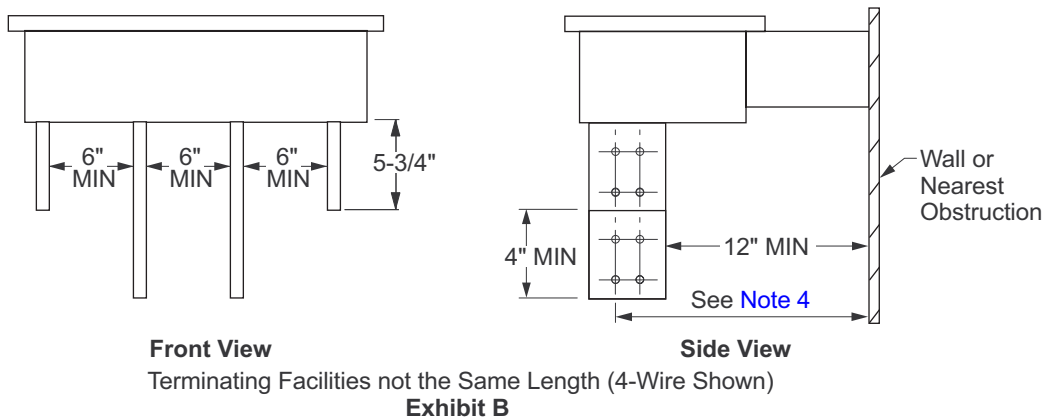
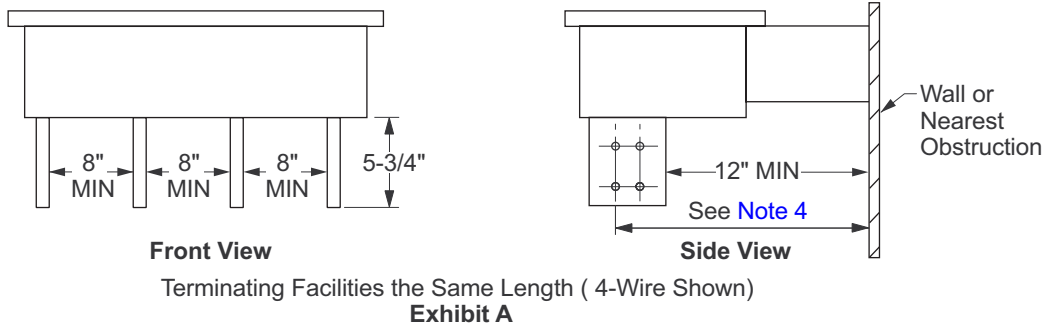
Where a customer is served by a dedicated two-winding power transformer, the main disconnect may be a circuit breaker or switch-and-fuse combination of a type and with current-carrying and interrupting capacities acceptable to the Company (see [ESR-7](#)).

Consult the Company regarding available fault duties and coordination of protection.

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**Figure 2–17: Busway Service Head Requirements for 3Ø, 4-Wire —  
Wye or Delta — 600 V Maximum**

**EUSERC No. 349**



**Note(s):**

1. One terminal-landing position is required for each 400 A of service ampacity (or portion thereof). Each landing position shall consist of two 9/16-inch holes spaced on 1-3/4-inch vertical centers. When multiple landing positions are required, the horizontal spacing between landing positions shall be two inches (minimum).
2. Neutral terminal shall be permanently marked by the manufacturer.
3. For 120/240 V, three-phase, 4-wire services, the power leg (C Phase) terminal shall be permanently marked in an orange color by the manufacturer.
4. The maximum dimension from the building or nearest obstruction to the outermost landing position shall not exceed 25 inches unless approved by the Company.
5. Service heads with enclosed terminating positions are not permitted.
6. The clearances indicated between phases is for single-cable lug-mounting only, not multiple-cable stacking lugs.


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## ESR-3: Underground Service Connections 0-600 V

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### ESR-3: Underground Service Connections 0-600 V

#### 1.0 Underground Service Connections

Overhead service will not be supplied to any building or premises in an area designated as an underground location. In areas where both overhead and underground service facilities exist, the Company shall be consulted for determination of the type of service that will be supplied.

#### 2.0 Service Capacity (0-600 V)

The capacity supplied by one service will be governed by the following specifications:

##### 2.1 Single-Phase Service — 120/208 V, 120/240 V, 240 V, and 240/480 V

The maximum rating of an individual meter switch for 120/208 V, three-wire service is 200 A. Normally for 120/240 V or 240 V service, the maximum meter switch rating is 400 A and 200 A for 240/480 V services. Under certain operating conditions, permission may be granted for installation of 600 A service equipment for an individual 120/240 V or 240 V load. Otherwise two or more separate 400 A service installations may be required, and totalized metering will be available. Consult the local Service Planning Office for requirements.

On multiple-occupancy buildings consult the local Service Planning Office for load requirements. See [Section 9.0](#) and [Section 10.0](#) for group metering requirements.

Single-phase 240 V, two-wire load may in some cases be supplied from a three-phase source by a three-phase service and balanced across the three phases. Consult the local Service Planning Office for details.

##### 2.2 Three-Phase Service — 120/208 V, 240 V, and 277/480 V


Normally, for a given voltage or phase, only one set of service conductors with one meter switch which carries a customer's entire load will be permitted to a single occupancy. In all cases, the Company shall be consulted relative to available voltage and method of service delivery prior to making the service installation. The maximum main switch capacity allowed for 120/208 V, 240 V, or 277/480 V three-phase is 4000 A of connected load. When capacities exceeding 4000 A are required, two or more services may be installed with totalized metering (see [ESR-6](#)).

Three-phase service will only be supplied to a residence if a three-phase voltage is available at the location or there is one motor of more than 10 hp.

Three-phase, 240 V service shall be available to customers who qualify from Company-owned transformers located on the customer's premises, when in the opinion of the Company, such space is considered necessary.

Service may be supplied at 120/208 V wye provided: (1) the Company maintains a four-wire, 120/208 V wye system, or (2) the customer's load would require an individual transformer installation of not less than 15 kVA, and (3) the transformer installation is located on the customer's premises, when in the opinion of the Company such space is considered necessary.

In the Long Beach 120/208 V network area, connected loads in excess of 300 kVA will normally be served from Company-owned transformers located on the customer's premises. Consult the local Service Planning Office for details.

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Service may be supplied at 120/240 V, three-phase, 4-wire delta provided:

- ! The Company maintains a four-wire delta secondary system
- ! The installation requires not less than 15 kVA of transformer capacity
- ! The unbalance between phases is less than 100 kW
- ! The service transformers are located on the customer's premises, when in the opinion of the Company such space is necessary.

All 277/480 V services shall be available only to customers who qualify and Company-owned transformers are located on the customer's premises, when in the opinion of the Company such space is considered necessary.

### 3.0 Service Capacity (600 V and above)

Consult the local Service Planning Office with respect to special requirements prior to planning any high-voltage service installations.

A set of service cables may consist of a single run or more than one operating in parallel, with each run in a separate conduit. The maximum demand load which will be supplied by a single run is 400 A.

#### 3.1 Single-Phase Services

Normally, the maximum permissible single-phase load proposed to be directly connected to any one phase of the Company's system is as follows:

- Single-phase service at 2,400 V—150 kVA
- Single-phase service at 12000 V or 16500 V—1000 kVA

These values may be increased where special facilities are installed by the Company.

#### 3.2 Three-Phase Services

The maximum main switch capacity for a 2400 V or 4160 V, three-phase service is 3000 A. When service capacity exceeding 3000 A is required, two or more services may be installed with totalized metering. For higher voltage services, consult the local Service Planning Office.

### 4.0 Service Specifications

Company approval is required for specifications of installations involving any underground structures other than service conduits and pull boxes. Such specification must comply with all applicable codes, laws, ordinances, and similar regulations.

Company approval is required in advance of construction for the locations and types of structures installed for Company use.

In certain cases, Company inspection will be required during installation of structures for Company use. Consult the local Service Planning Office to ascertain if inspection is required. Notice must be given 48 hours prior to construction to obtain this inspection. These inspections may not negate requirements of the local building and safety departments for inspection of the facilities being installed.

All installations on the customer's premises are made by the customer. Installations of service conduit and its appurtenant structures for service from an overhead line source, both on and off the customer's premises, are made by the customer, under the conditions specified for [Section 6.0](#).

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All grounding materials shall be furnished and installed by the customer. Contact the local Service Planning Office for requirements on specific installations.

When service conduits are encased in two inches or more of concrete, or under two inches or more of concrete floor, they are considered to be outside of the building by the National Electrical Code (NEC) (see [Subsection 6.3](#), [Section 8.0](#), and [Subsection 15.5](#)).

#### 4.1 Easement

Where a customer's service conduit passes through property other than the premises being served, the Company shall obtain an easement for the service conduit from the owner of such property. In the event the Company is unable to do so, it shall become the responsibility of the customer to negotiate the easement.

In certain cases, where in the opinion of the Company the circumstances warrant, the customer may be required to furnish an easement to the Company for the service conduit and its appurtenances. This requirement will particularly apply where two or more premises are supplied by branch service conduits from a pull box at the end of or in the run of a main service conduit. In such cases, the Company will require an easement from each property owner over whose premises any such conduit passes to supply other premises.

#### 4.2 Bill-of-Sale

In cases where two or more premises are supplied by a single main service conduit and its appurtenant pull boxes, and in certain other cases where, in the opinion of the Company, the circumstances warrant, a bill-of-sale conveying ownership of conduits and their appurtenances to the Company will be required.

#### 4.3 Permits


Where any governing authority requires the issuance of a permit for an underground service installation on the premises of the customer or on other private property, the customer shall obtain such permit(s). In cases where the service is supplied from an overhead source and any part of the installation is located on a public way, the customer will normally obtain any required permit(s). Where a permit for the portion on the public way is not available to the customer, the Company will construct that portion only. The Company will bill the customer for the cost of construction, the permit fee(s), and any inspection required by the permit.

### 5.0 Temporary Service Connections

A service connection for temporary use during construction may be made from an underground source, provided the customer installs the necessary structures and facilities, and makes a sufficient deposit to cover all costs of those portions which do not become a part of the permanent service. To keep the temporary installation and removal cost to a minimum, the facilities for the permanent service should be completed to the fullest extent practicable (see [Figure 3-16](#) and [Figure 3-17](#)).

A temporary conduit may be installed from a permanent pull box at the end of or in the run of the permanent service conduit. This conduit may connect to suitable temporary metering equipment with conductors installed by the customer. See [Figure 3-18](#) for temporary underground service connections.

The customer shall pay required fees and make applications for all temporary service connections.

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## 6.0 Underground Service from an Overhead Source

Any customer desiring the service conductors underground for low- or high-voltage (0–33,000 V), including conductors supplying Company-owned transformers in a vault or enclosure, shall furnish, install, and maintain at their expense, conduit, or conduit as specified by these requirements. The Company will determine the size of the conduit and number of runs to be installed in each case.

### 6.1 Pole Riser Conduits

Pole-riser conduit(s) and necessary miscellaneous material and fittings shall be furnished and installed on the pole as follows:

- ! The Company will furnish all materials and charge the customer the cost thereof.
- ! The Company will erect, own, and maintain all materials on the pole at its expense.

See [Figure 3–4](#) of these requirements for minimum conduit size, application, and installation practices.

### 6.2 Service Termination Facilities

The customer shall furnish, install, and maintain at their expense, facilities for the termination of the service conduit at the load end, together with any intermediate pull boxes or other equipment designated by these requirements. Where Company-owned transformers are to be installed in a vault or enclosure on the customer's premises, the service conduit will terminate in the transformer vault or enclosure. In all other cases, a terminating enclosure will be installed. All material and equipment required to be furnished and installed by the customer, under the terms of this paragraph, shall comply with the detailed requirements hereinafter specified and shall permanently be maintained in good order by the customer.

### 6.3 Service Conductors

In all cases, the Company will determine the size, type, and number of runs of service conductors from the Company's lines to the terminating enclosure.

The Company will furnish and install the service conductors together with terminations on the pole and any necessary miscellaneous materials required.

All service conductors, terminations, and miscellaneous material installed by the Company will be owned and maintained by the Company after their installation.

When the customer's terminating enclosure is within the building, the customer shall install, own, and maintain a conduit system encased in or under a minimum of two inches of concrete. These conduits are considered to be outside of the building per the NEC.

## 7.0 Company-Owned Transformers Installed on Customer's Premises

Where SCE installs transformers and related service equipment on the Applicant's premises, the Applicant shall furnish, as required, without cost to SCE, an easement providing adequate space for SCE's lines and transformer and equipment installation, together with their necessary appurtenances. Easements and space provisions shall be such that required clearances will be maintained between SCE's facilities and adjacent structures. This shall include adequate provisions for ingress and egress from these facilities by SCE employees. The Applicant shall provide truck access, or other approved means for the installation and replacement of such

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facilities. Any room or enclosure provided by the Applicant shall conform with all applicable laws, ordinances, or requirements of the local inspection jurisdiction, and shall meet with the approval of SCE.

SCE's standard installations for SCE's transformers and related equipment located on the Applicant's premises or private property are as follows:

- Outdoor pad or slab box
- An approved outdoor-walled or fenced-enclosure
- An approved transformer room located inside a building
- Pole-type structure
- Single SCE-owned customer substation

For further details, see [ESR-4](#).

### 8.0 **Underground Service from an Underground Source**

For underground service, the local Service Planning Office shall be consulted for extension rules and specifications.

When the customer's terminating enclosure is within the building, the customer shall install, own, and maintain a conduit system encased in or under a minimum of two inches of concrete. These conduits are considered to be outside of the building per the NEC.

Where the Company-owned transformers are installed on the customer's premises, the service conduit will terminate in the pad-mounted structure, a transformer room, pull box, or enclosure.

The customer shall furnish and install, at their expense, a conventional service conduit system from the Company's distribution system to their terminating facilities. This will include all intermediate pull boxes or other equipment as required to deliver service.

The Company will furnish, install, own, and maintain the service cables as provided for in Rule 16.

### 9.0 **Single Point-of-Service Delivery per Building**

For all single- and three-phase service installations where the individual meter switches are rated 200 A or less, only one point of service will be established. This includes single- or multiple-occupancy buildings (including condominiums in common tenancy and townhouses developed with common area)<sup>1/</sup>, unless otherwise determined by reason of Company operating necessity. All terminating enclosures for service to each of the types, phase, and voltage classes of load to be served shall be grouped at this location. Consult the local Service Planning Office for requirements.


Where Company-owned transformers are to be installed on the customer's premises, see [ESR-4](#) for requirements.

### 10.0 **Single Point-of-Service Delivery for each Premises**

One point-of-service delivery will normally be established for one enterprise on lots or continuous premises on which one or more buildings are to be served.<sup>2/</sup> All terminating enclosures for service to each of the types, phase, and voltage classes of load to be served shall be grouped at this location.

<sup>1/</sup> For townhouse developments where common-owned property is not available, individual services may be provided to each unit.

<sup>2/</sup> Multiple-occupancy buildings will be served by one point-of-service delivery unless otherwise determined by reason of Company operating necessity. See [ESR-2](#) for meter locations.

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In cases where single premises are abnormally extensive in area, the Company shall be consulted with respect to the method by which service will be supplied.

### 11.0 Factory-Built Modular Homes

Service to factory-built modular homes shall be provided in accordance with the requirements for residential occupancies (traditional framing methods) constructed on site. The point-of-service delivery shall be designated by the Company in advance and service equipment shall be located accordingly. Where service equipment is installed at a location unacceptable to the Company, the point-of-service delivery shall be in a terminating pull box furnished and installed by the customer in accordance with Company requirements. When service equipment is improperly located due to the Company not being contacted prior to installation, the customer is responsible for all modifications. Consult the local Service Planning Office for details.

### 12.0 Location of Point of Service

The location of each point-of-service delivery must be approved by the Company in advance of construction. The following requirements will apply:

#### 12.1 Low-Voltage Service (0–600 V)

Where the Company installs underground service cable from its overhead or underground system to a point-of-service delivery on or in a building or structure, the point-of-service delivery shall be at or immediately adjacent to the building wall nearest and facing (1) the point at which the service conduit enters the premises or (2) the pole from which the service originates; and shall be as near as practicable to the corner of such wall which is accessible with a minimum length of service conduit. For meter locations, see [ESR-5](#). The point-of-service delivery may be in a subway-type pull box between the building served and the Company’s lines, provided it is in a permanently accessible location approved by the Company. All terminating enclosures shall be located as specified in [Section 15.0](#).

Where the Company installs service cables to a point-of-service delivery at which the terminating enclosure is a subway-type pull box, manhole, or the pulling section of a switchboard, the terminating location shall be approved by the Company.

Where the customer takes service from a point-of-service delivery in a transformer vault or enclosure on the customer’s premises containing Company-owned transformers, the Company will designate the manner in which the customer’s service-entrance conductors are to be installed in the vault or enclosure.


#### 12.2 Service (above 600 V)

The Company will install the service cable for all high-voltage services in accordance with the applicable provisions of its rules (see [Subsection 6.3](#)).

All points-of-service delivery shall be in a location approved by the Company either inside or outside of a building.

The service terminating enclosures shall be located in accordance with the detailed requirements for such locations (see [Section 15.0](#)).

Services above 600 V will be treated individually as special cases. Consult the local Service Planning Office for details.

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### 13.0 Service Conduit Installations

The customer shall install all service conduit intended for the installation of Company service cables in accordance with the following requirements:

#### 13.1 Size and Number of Conduits

Due to the various sizes of service cables available, contact the local Service Planning Office for information relative to the minimum size and number of conduits acceptable to the Company. See [Table 3-4](#) for the acceptable types of conduits.

#### 13.2 Depth of Conduit

A minimum cover is required over all service conduit installations. This cover is measured from the outside of the conduit to the finished surface grade and varies both with location and service voltage.

Where a conduit is stubbed out to curb or property line to be picked up later, it must terminate on a level course with sufficient depth to cross the gutter with the cover required for the service voltage application.

The minimum conduit cover for applications up to 35 kV and streetlights (all voltages) shall be 30 inches for both commercial and residential supply cable types. These values are Company nominal minimum cover values. They must be increased accordingly where necessary to comply with applicable codes and ordinances and to meet joint construction requirements with other utilities. See [Table 3-3](#) for encasement schedules.

#### 13.3 Route of Conduit

The entire route of the conduit installation for Company use must meet with Company approval.

#### 13.4 Maximum Length of Conduit


The maximum allowable length of conduit between pull boxes is determined by the type and size of cables, the conduit size and the number of bends in the run. The number of bends along the conduit route should be kept to a minimum to facilitate pulling of cable and to minimize the need for pulling structures. Consult the local Service Planning Office for information on specific installations.

#### 13.5 Pulling Rope or Pulling Tape in Conduit

Each conduit installed for Company use shall be provided with a pulling rope or pulling tape. Pulling ropes shall have a minimum diameter of 3/8 inch and a minimum average tensile strength of 3,000 pounds. A tracer color (one or more yarns in a single strand) may be included to identify the manufacturer. Where the conduit is stubbed out to be picked up later, the pull rope or pull tape must be secured outside the stub end of the conduit per UGS, CD 148, Note 5. Where the conduit is joined with an existing conduit, the new conduit should be mandreled and a new continuous pull rope should be installed. Pull tape will not be used for 4-inch or larger conduit sizes. Contact the local Service Planning Office if no pulling rope can be found in the existing conduit.

#### 13.6 Bends in Conduit

See [Figure 3-4](#) for the minimum permissible radius of various types of riser bends in service conduits.

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### 13.7 Inspection of Conduit

All conduit installed for Company use shall be mandreled with a Company-approved mandrel to ensure that it is clean and free of obstructions.

Service conduit installations which will remain under customer ownership must meet the requirements of the Company and the local code enforcement agency having jurisdiction. Service conduit installations require Company inspection prior to backfilling. Contact the local Service Planning Office at least 48 hours in advance of inspection. Any installation backfilled without benefit of this inspection will be subject to re-excavation at the customer's expense.

## 14.0 Service Conduit Entry into Building Served

### 14.1 Residential Buildings (0–600 V)

The service conduit shall not pass under or into the building being served, except at a distance sufficient to permit its entrance into the bottom of a terminating enclosure recess into an outer wall (see [Figure 3–19](#)).

### 14.2 Commercial Buildings (0–600 V)

The service conduit should only pass under or into the building served for the shortest practicable distance necessary to reach a terminating enclosure located in accordance with [Subsection 15.5](#).

### 14.3 Services (2400–16500 V)

The service conduit may extend into the building served to a location approved by the Company for the location of the terminating enclosure.

## 15.0 Terminating Enclosures

Every service-terminating enclosure shall be in a permanently accessible location which is acceptable to the Company.

Whenever a terminating enclosure is within a single-occupancy building and such building is divided into a multiple occupancy, all sets of service-entrance conductors shall be brought to a single-terminating enclosure located as required for multiple-occupancy buildings (see [ESR–5](#)).

### 15.1 Type Required for Service (0–600 V)

A terminating enclosure shall be provided for all underground services. Terminating enclosures shall be subway-type as shown in [Table 3–5](#), wall-mounted pull boxes as shown in [Figure 3–9](#), [Figure 3–10](#) and [Figure 3–11](#) or switchboard pull sections as shown in [ESR–6](#) and [ESR–6, Figure 6–7](#). Where required, terminating lugs for Company service cables will be furnished and installed by the Company.

Safety socket boxes as shown in [ESR–5](#), meter post and pedestals as shown in [Figure 3–25](#) and [Figure 3–27](#), and instrument transformer cabinets as shown in [ESR–5](#), are also acceptable terminating enclosures as permitted in these requirements.

Individually metered single-family occupancies up to 400 A shall use combination meter panels with termination sections as shown in [Figure 3–6](#) and [Figure 3–7](#).

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**15.2 Type Required for Service (above 600 V)**

All services above 600 V require special terminating enclosures. See [ESR-7](#), or contact the local Service Planning Office for additional information.

**15.3 Subway-Type Terminating Enclosures**

The service-entrance conduit and conductors from a subway-type terminating box shall be furnished and installed by the customer.

Where an outdoor concrete subway-type pull box is used as a terminating enclosure, or the supply end of the customer's service-entrance conduit originates in an outdoor transformer enclosure, the customer's service-entrance conductors will normally be required to pass through a terminating-type, wall-mounted pull box or a switchboard pull section. This will act as a water trap to prevent water or moisture from entering the termination enclosure or metering sections containing energized terminations or devices.

The Company will make the terminations in the termination enclosure between the Company's service cables and the customer's service-entrance conductors.

In cases where the standard size terminating enclosures/boxes are not suitable for a particular application, special enclosures of equal or larger size may be used where specifically approved by the Company.

**15.4 Subway-Type Terminating Pull Boxes**

Subway-type pull boxes for the termination of underground services shall be installed in the ground at a permanently accessible location outside of a building between the building and the Company's lines. Such boxes shall be installed with the cover flush with the finish grade. Consult the local Service Planning Office for details.

**15.5 Wall-Mounted Type Terminating Pull Boxes and Switchboard Pull Sections**

Wall-mounted service terminating pull boxes and switchboard pull sections shall be located on or recessed in an exterior wall of the building served, facing outward. The enclosure shall be permanently accessible without entering the building, shall not project into any driveway, walk, or public way and shall have access and working space in compliance with [Subsection 15.6](#). The bottom of the wall-mounted enclosures shall not be less than 6 inches nor more than 5 feet above the standing and working surface.


Wall-mounted type pull boxes and switchboard pull sections may be installed inside a commercial or industrial occupancy at grade floor level or may be installed in a basement having a ceiling height of not less than seven feet. All such installations shall comply with access and working space requirements and shall meet with the approval of the Company.

Under the following conditions, and with permission of the local Service Planning Office, terminating enclosures may be located inside of a building.

The service conduit shall be encased in not less than two inches of concrete or under a concrete floor at least two inches thick.

The service conduit runs directly to the terminating enclosure, either in a straight line or in a bend of not less than a three-foot radius, and enters the enclosure at right angles to the top, back, or bottom.

There is permanent, unobstructed, 24-hour access for all equipment and material that may be required by the Company for future maintenance, repair, or upgrading of the service.

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Access to and work space in front of the terminating enclosure shall be provided as outlined in [Subsection 15.6](#).

Switchboard pull sections may be incorporated in outdoor switchgear in a location approved by the Company. The pull section shall not project into any public way and shall be located to provide clear access and working space.

Existing underground terminating pull box or switchboard pull section ampacity rating shall be equal to or greater than the ampacity rating of the total main switch capacity for which it is serving. The total demand load of downstream connected services shall not exceed the ampacity rating of the main switch or breaker capacity. Adding services that result in a total demand load exceeding the ampacity rating of the main switch or breaker is not acceptable. If a main circuit breaker or switch is not present, the total demand load of all the downstream connected services shall not exceed the ampacity rating of a terminating pull box or switchboard pull section.

#### 15.6 Access to and Working Space in Front of Termination Enclosures

All terminating enclosures shall be provided 24-hour accessibility for installation and maintenance of the Company's facilities. Access must be through walking space affording not less than seven feet in height and three feet in width and be acceptable to the Company.


A permanent, level standing-and-working surface shall be provided. It shall be clear and unobstructed, at least equal to the width and height of the terminating enclosure space and extending not less than three feet in front of all terminating enclosures and their housings. In no case shall the height of the clear space be less than 6'-6". The width shall not be less than three feet. Non-residential service pedestals 0-200 A, [Figure 3-27](#), shall be located to allow three feet of clearance for terminating enclosure in rear. Consult the local Service Planning Office for details. Greater clearances are required for high-voltage installations.

An electric meter room is an illuminated room, located inside a building provided by the customer and approved by the Company as to the location of the electric service and metering equipment. The electric meter room may be used by the customer at their option, rather than placing metering equipment on the exterior of the building. A chain-link fence is not acceptable as a separating room wall. The following provisions shall apply:

#### 15.7 Access

Access shall be through a door on the building exterior opening directly into the electric meter room that provides 24-hour access. This door should swing out of the room whenever possible. If the door swings into the room, it is to be located so it does not open into any service equipment or working space(s). When metering equipment is installed in a locked room, a lock-box (provided by the Company) shall be permanently secured to the outer surface of the access door or immediately adjacent to the room in a permanently accessible location. The customer shall provide a key for the meter room prior to delivery of service. This key is to be housed inside the lock-box for utility access.

When meter access problems result due to metering equipment being improperly located and the Company had not approved the location, the customer, at their expense, will be responsible for all modifications.

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Due to different characteristics of a building design, the Company could restrict meter location options. An order of preference shall be used to evaluate and approve meter/metering equipment access. This order of preference is to provide direction for Planners and Design Service Representatives in determining meter/metering equipment location.

- A. Metering facilities and related service equipment are preferred to be located on the exterior of buildings and or structures to provide immediate access.
- B. If exterior locations become unavailable, then customers may install metering facilities inside a meter closet recessed within the exterior structure wall and accessible from the exterior.
- C. The customer may install metering facilities inside a building or structure within an approved meter room. This meter room and location must be approved by the Company in advance of construction. The customer shall provide an access door on the building exterior which allows access directly into the meter room. A Company-provided lockbox will be provided to allow Company access directly into the meter room.
- D. If an access door directly into the meter room is not provided, then immediate and non-hazardous access to the meter room shall be required through entrances and areas used during normal business hours. In addition, an exterior door in close proximity to the meter room location shall also be required for installation, replacement, and maintenance of utility service entrance cables and equipment. A local telephone number shall also be readily posted for emergency access during non-business hours to electrical service equipment located within a meter room without direct exterior door access.

In certain cases, the customer may be required by the NEC to provide two entrances into a meter room. This is a code issue between the customer and the local authority having jurisdiction.


- E. An unobstructed, safe, and walkable exterior pathway shall be provided to the entrance of the metering facilities.

## 16.0 Electric Meter Rooms

If, at any time, the Company determines a meter access problem exists, or may exist (for example, fences, building additions, shrubbery, dogs, hazardous materials, and so forth) the customer, at their expense, shall relocate the metering facilities to a new location acceptable to the Company.

### 16.1 Doors

The entrance to an electric meter room shall be through a vertical doorway (roll-up doors are not acceptable), not less than 3 feet wide and 6'-6" high. The door should open out and have a door-stop mechanism to keep the door from closing. The doors to all meter room locations with metering facilities less than 800 A shall use lever-operated hardware that permits the door to be opened from inside the room without the use of hands. The doors to all meter room locations with metering facilities 800 A and above shall use panic-bar hardware.

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## 16.2 Foreign Equipment

The following equipment is not allowed in an electric meter room. Such equipment includes but is not limited to:

- Gas equipment, including piping
- Water heaters/boilers, including any piping under pressure
- Storage of any materials, liquids, and so forth
- Fire and security alarms, including alarm systems connected to the access door that will operate when entry is made to the electric meter room
- Dry or wet-filled batteries and battery charging equipment
- Irrigation and sprinkler controllers
- CATV and Fiber Optic Equipment
- Standby emergency and Rule 21 generators

### Exceptions

Sprinkler supply piping and heads<sup>3/</sup>, when required in an electric meter room by the local fire department or building official, are acceptable. Requirements for placement and shielding of sprinkler heads will be determined by the local inspection authority.

Pipes not under pressure may be allowed in the meter room, but may not extend from the floor to the structural ceiling that is above the electrical equipment.

## 16.3 Headroom

Shall be through a vertical doorway not less than three feet wide and 6'-6" high. See [Subsection 16.1](#).

## 16.4 Illumination

The light must be controlled by an on-and-off switch. Timers and motion detectors are not allowed to control the meter room lighting.

## 16.5 Meter Clearances

All meter installations must provide minimum clearances as shown in [Figure 3-1](#).

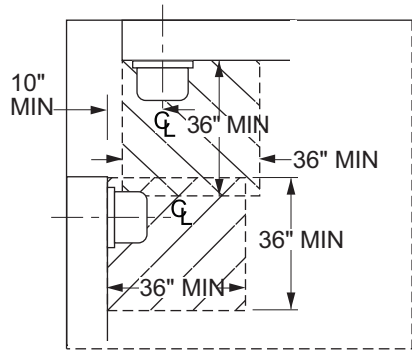
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<sup>3/</sup> Only the piping and heads required for the electric meter room are allowed in this room.

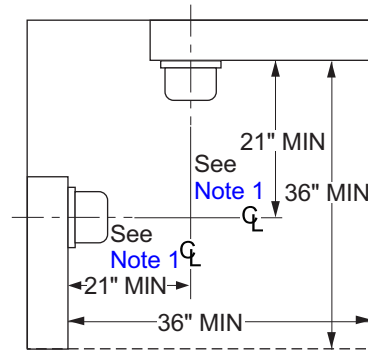
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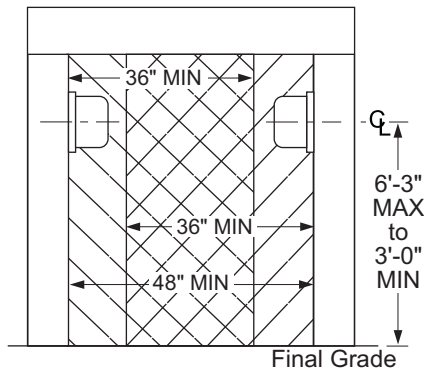
**Figure 3–1: Meter Room Clearances**



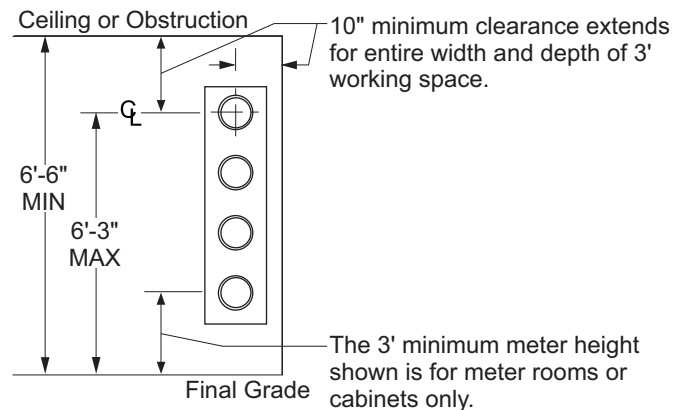
**Exhibit A  
Plan View**



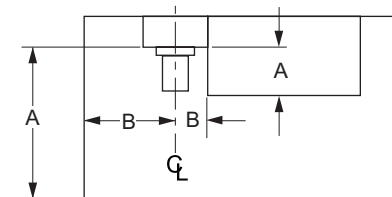
**Exhibit B  
Plan View**



**Exhibit C  
Side View**



**Exhibit D  
Front View**



**Exhibit E  
Plan View**

**Table 3–1: Meter Room — Meter Clearances**

A <sup>a/</sup>	B <sup>b/</sup>
0" to less than 2"	4–1/4"
2" to less than 11"	6–1/4"
11" or greater	10" MIN

<sup>a/</sup> A = depth of any obstruction extending beyond face of panel

<sup>b/</sup> B = clearance from CL of socket to side obstruction.

**Note(s):**

1. Dimension may be reduced to 17 inches if the socket on either side serves a residential occupancy.

### 16.6 Meter Marking

Each meter socket, meter panels, or switchboard(s) and their related meter/service disconnect shall be clearly and permanently marked<sup>4/</sup> by the contractor or customer to indicate the occupancy or load served. Examples of permanent marking are: (1) an identification plate secured by screws, rivets, or equivalent secure adhesive, and (2) commercially available decals. Identification means a street, apartment, or suite number. Label tape, felt pen, or foreign paint are not acceptable.

### 16.7 Room Identification

The electrical meter room must be permanently identified "Electric Meter Room," "Meter Room," or "Electric Room."

### 16.8 Vehicle Access

Permanent vehicle access to the meter room is required for the installation and maintenance of service cables and metering equipment. Under some conditions, as determined by the Company, the vehicle access requirement may be waived. Consult the local Service Planning Office for details.

### 16.9 Meter Heights

When meters are located in a meter room or when fully enclosed in a closet the minimum height of the meter(s) may be three feet and the maximum height shall not exceed 6'-3". These heights are measured from the standing and working surface.

When meters are wall- or surface-mounted, but not located in a meter room or enclosure, the minimum height of the meter shall be four feet and the maximum height shall not exceed 6'-3". These heights are measured from the standing and working surface to the centerline of the meter.<sup>5/</sup>

### 16.10 Working Space — Metering and Service Equipment

Working space is required to permit access to the metering and service equipment and to provide working safety for personnel. A clear, level, and unobstructed working and standing space entirely on the property of the customer is to be provided in front of all meters and service equipment. Service equipment is defined as any termination enclosure, metering, and/or disconnect device and distribution equipment required to provide service.

The working space is to be kept clear level and unobstructed. It must be a minimum of three feet wide and extend a minimum of three feet from the face of any and all service equipment for services of 600 V or less. Consult the local authority having jurisdiction for higher voltage requirements.

For high voltage, see [ESR-7](#).

The height clearance for the working space shall be no less than 6'-6" as measured from the clear, level, and unobstructed work surface to any overhead obstruction. The working space and clearance requirements in meter rooms for 0–600 V are illustrated in [Figure 3-2](#).

<sup>4/</sup> These requirements are for grouped meter service installations or where required for single-commercial installations only. They do not pertain to single-family dwellings.

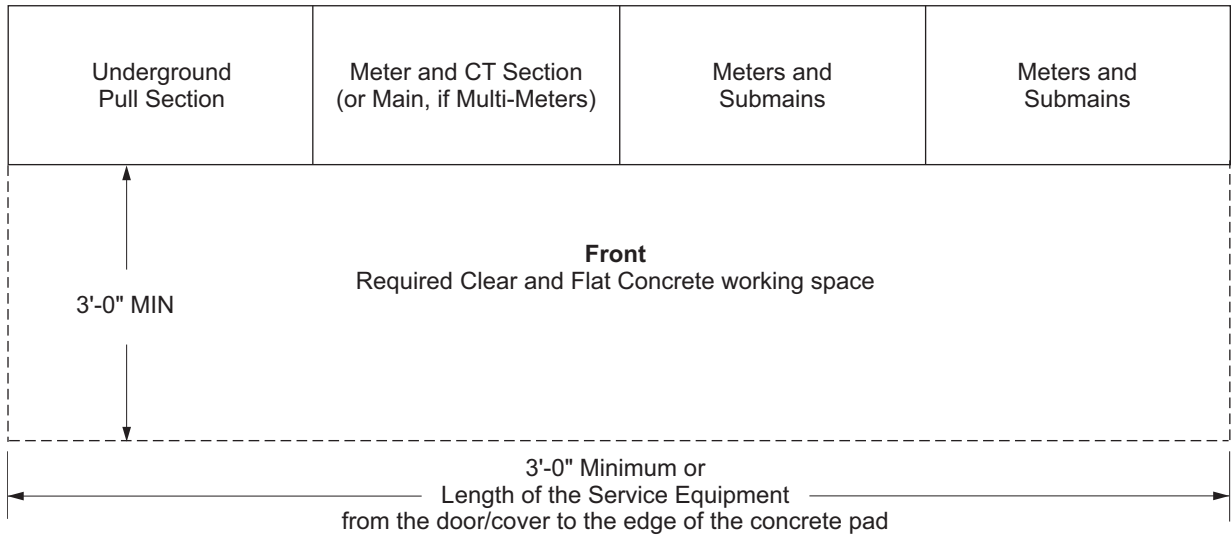
<sup>5/</sup> If the service equipment is installed on a housekeeping pad, then the standing and working area may have to be raised and extended outward in order to maintain the maximum meter height and proper safe working space.

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**Figure 3–2: Working Space and Clearance Requirements 0–600 V (Three Views)**

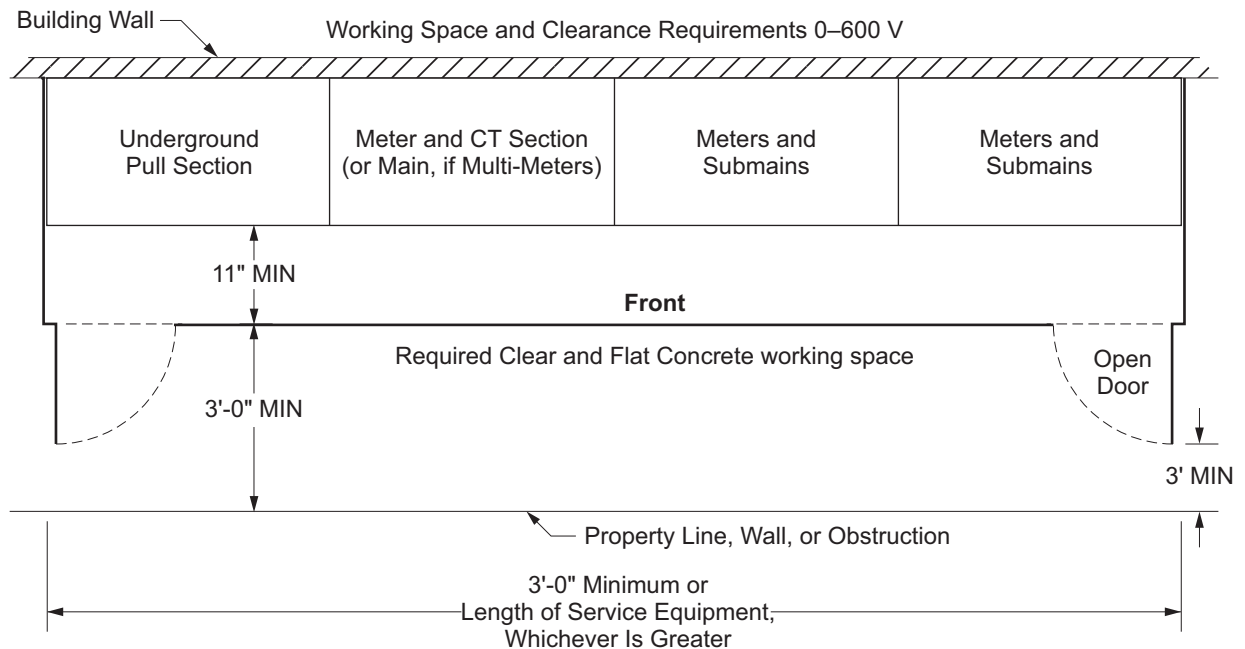
**Top View of Indoor Service Equipment**


Working Space and Clearance requirements 0–600 V, see Note 5 for above 600 V

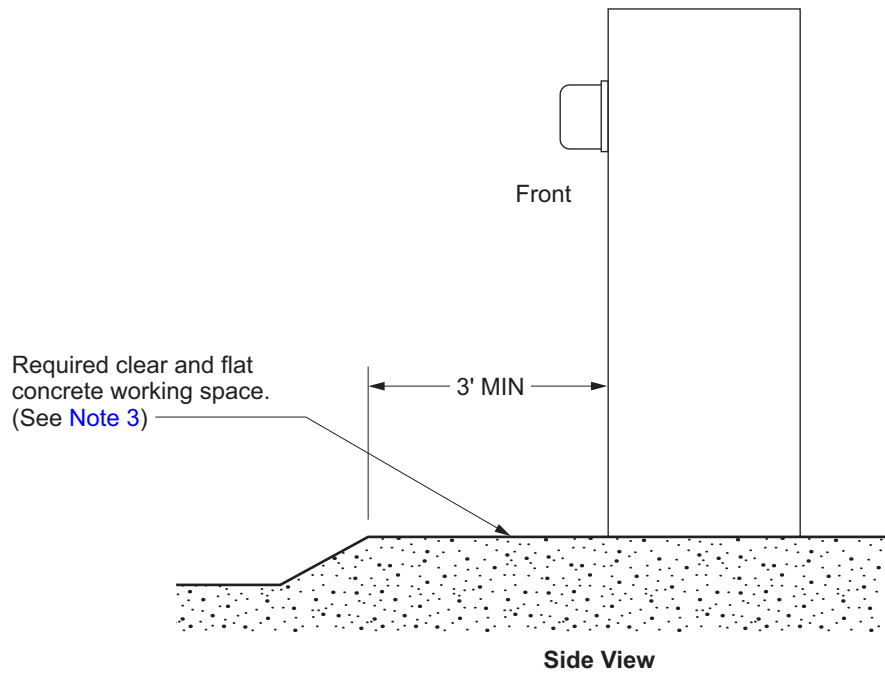


**Top View of Outdoor Service Equipment (Type 3R Enclosure)**

Working Space and Clearance Requirements 0–600 V



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**Note(s):**

1. A minimum of 3 feet of clear, level concrete workspace is required in front of all termination, metering, and service equipment.
2. See [ESR-5](#) for Meter-Mounting Height Requirements. Meter-mounting height will be measured from the standing and working space to the centerline of the meter(s).
3. When service equipment is installed on an elevated portion of the floor/ground, or housekeeping pad, the pad shall be flush with the bottom of the service equipment and extend a minimum of three feet. This is measured from the front of the service equipment or the outer door(s) of the switchboard NEMA 3R enclosure when installed. In no case shall the maximum meter height of 6'-3" be exceeded.
4. To maintain a safe, clear, and level concrete working area in front of new or existing meter and service equipment, a concrete slab, acceptable to the Company, must be used.
5. For switchboards above 600 V, five-foot minimum of clear and level concrete standing and working space is required in the front, rear, and side of any section where such part supports or provides access to metering, testing equipment, or service cable termination sections.

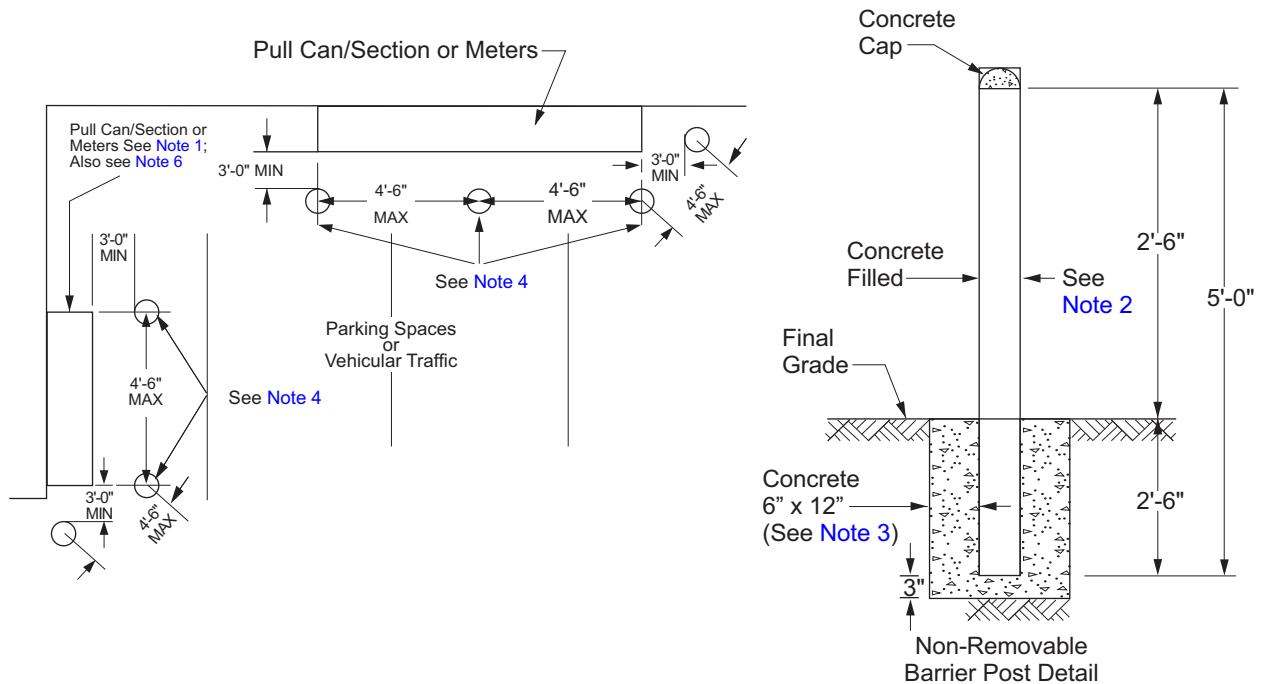
**16.11 Protective Barriers (Posts/Bollards) for Service Equipment**

Barrier posts/bollards are used to protect the meter and service equipment, as well as personnel, from vehicular contact, and to prohibit encroachment into the working space (for example, loading zones, driveways, congested areas, off street parking, and so on).

The customer shall provide and install "non-removable" barriers (posts/bollards) to provide the proper safe working clearances where the workspace is exposed to vehicular or other hazardous conditions. Meters will not be set until the barriers have been installed. Meter cabinet doors must open a minimum of 90 degrees and not conflict with barrier posts. A minimum clearance of 3-feet is required from the face of the switch gear to the Bollard/Post.


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**Figure 3-3: Protective Barrier for Service Equipment Installation Requirements**

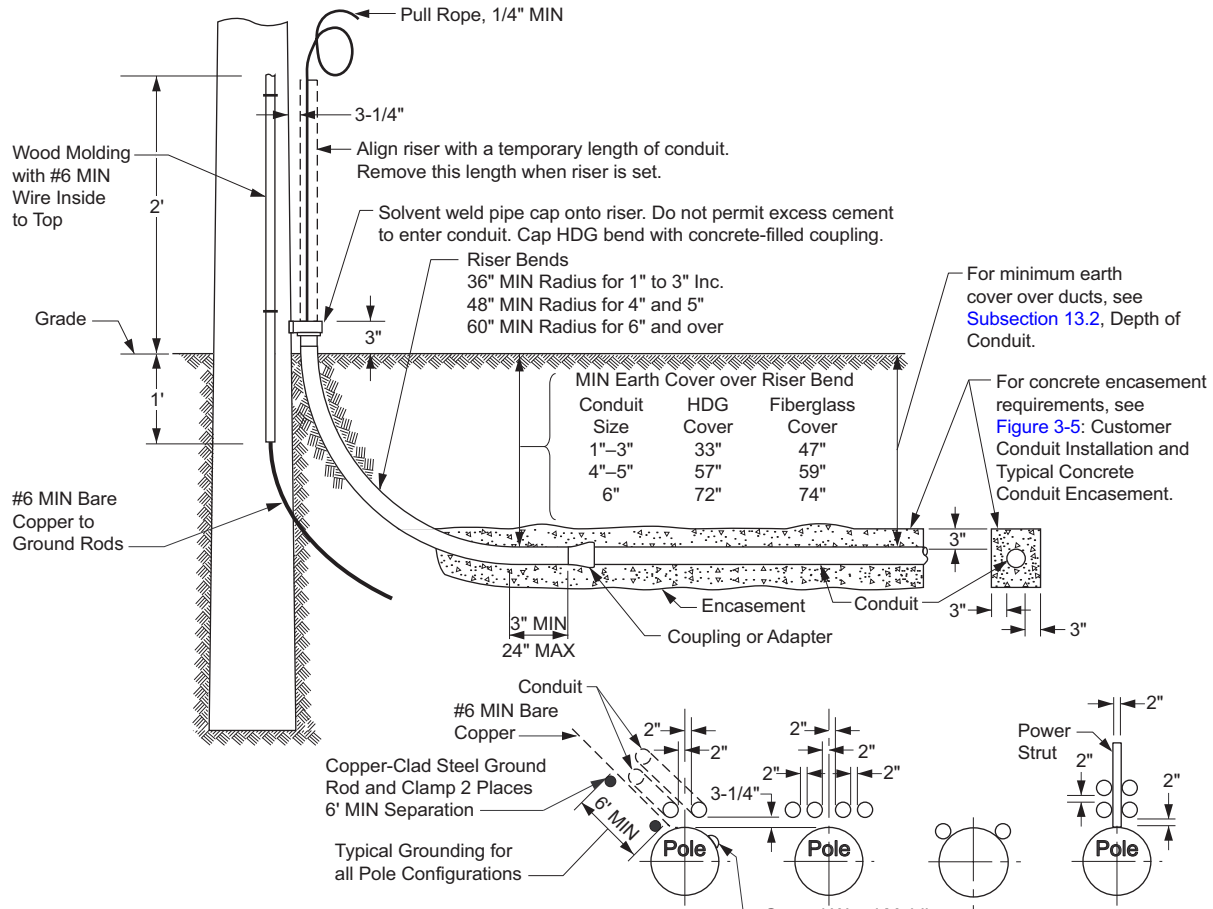


**Note(s):**

1. Meters located on a wall adjacent to any parking area, or area accessible to vehicular traffic, shall be protected by non-removable barriers. Wheel stops and removable barriers are not acceptable substitutes. Maintain a minimum of three feet of clear and level working space in front of all the service equipment enclosures. Barriers must be so positioned as to allow all service equipment doors/panels to be opened 90 degrees.
2. Use four-inch galvanized steel pipe (1/4-inch minimum wall) filled with concrete.
3. The concrete encasement shall be a minimum of six inches thick in stable soil and 12 inches thick in sandy or unstable soil.
4. Barriers must be installed in line with each end of the service equipment to prevent vehicle contact. The distance between the center of the barriers shall not exceed 4'-6\".
5. When applicable, a clearance of 3 feet shall be maintained from the back of all "non-door" sides of equipment as per UGS MC 830.
6. Before excavating for the barriers, call DIG ALERT at 811 for mark-out service. Call at least 48 hours prior to excavating.
7. See [Figure 3-2](#).

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**Figure 3-4: Typical Riser at Pole — Various Voltages**



**Note(s):**

1. Approved riser bend materials and sizes are shown in [Table 3-2](#).

**Table 3-2: Approved Riser Bend Materials and Sizes**

Material <sup>a/</sup>	Size (in)							
	1	1-1/2	2	2-1/2	3	4	5	6
Fiberglass	NA	NA	NA	NA	3	3	3	3
HDG	3	3	3	3	3	3	3	3

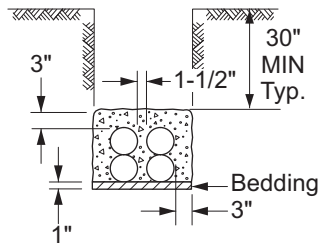
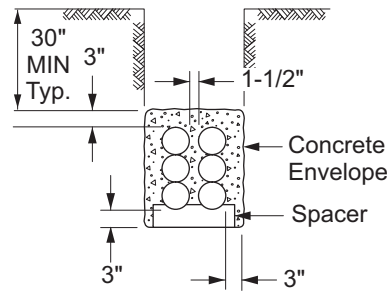
NA = Not Approved

3 = Approved

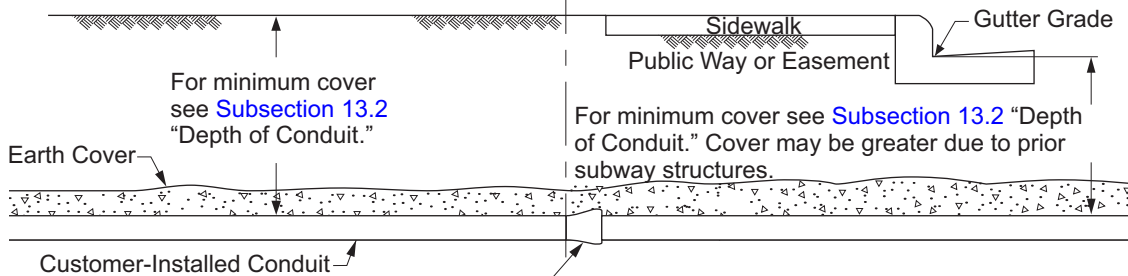
<sup>a/</sup> Schedule 80 PVC bends may be substituted for fiberglass bends for straight runs of 150 feet or less in conduit sizes four inches and under.

2. The Company shall designate pole and quadrant locations of riser conduits.
3. Schedule 80 PVC shall be 2-1/2 inches minimum diameter extending to 8 feet above ground level. Above eight foot, Schedule 40 PVC with two inches minimum diameter may be used. PVC shall not be placed in the climbing space. When HDG is used, it shall be grounded unless ten feet or more is buried in the ground. All grounding materials shall be furnished and installed by the contractor. Consult the local Service Planning Office for details.
4. Prior to backfilling, contact the local Service Planning Office 48 hours prior to backfilling for an inspection.

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**Figure 3–5: Customer Conduit Installation and Typical Concrete Conduit Encasement**
**Exhibit A — Semi-Encasement**

**Exhibit B — Full-Encasement**

**Conduit Separation Requirements**

Separation of 3 inches of concrete or 12 inches of earth between telephone and electric conduit is required. (Base spacers when required, shall be placed at 10 foot maximum intervals.)



Coupler or Adapter: Fittings to be conduit manufacturer's standard fittings for type of conduit used. If proper fittings are not obtainable Company-approved substitutes may be used.

**Table 3–3: Concrete Encasement Requirements**

Conduit/Cable	Encasement <sup>a/</sup>	
	Semi	Full
Galvanized steel conduit	None Required	
1 or 2 direct burial-type conduits	None Required	
3 or 4 conduits in a bank (See Exhibit A, Figure 3–5.)	X	
More than 4 conduits in a bank (See Exhibit B, Figure 3–5.)		X

<sup>a/</sup> Contact the local Service Planning Office for encasement material specifications.

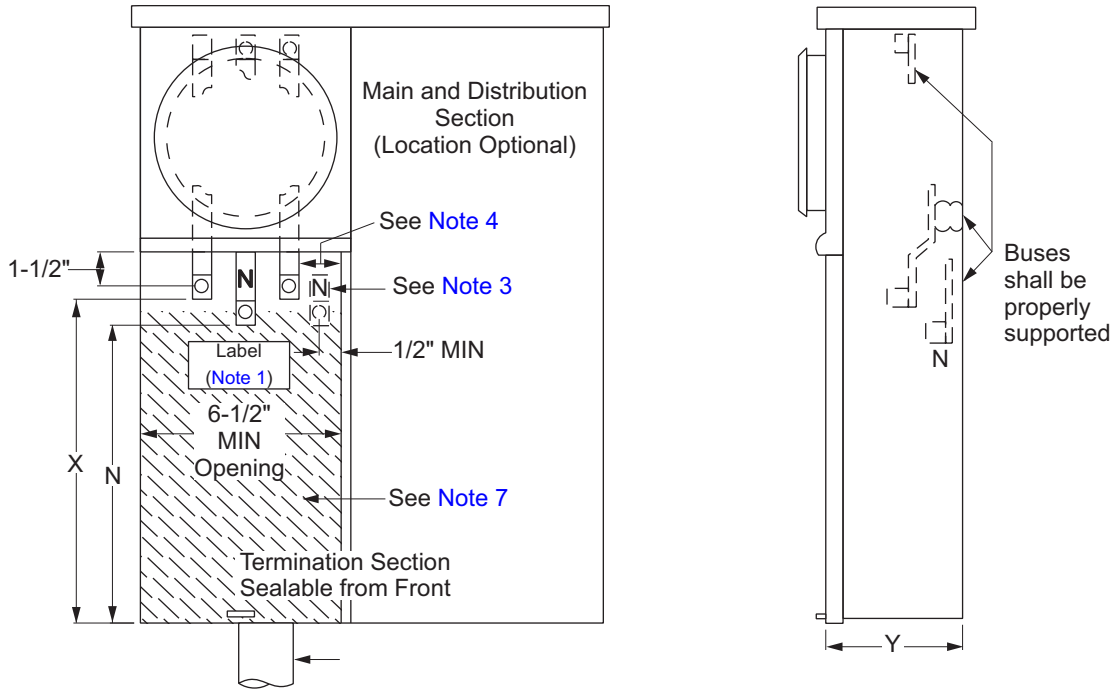
**Table 3–4: Edison-Approved Service Conduit Material**

Material <sup>a/</sup>
Hot dipped galvanized steel (HDG)—Includes intermediate metal conduit (IMC).
Rigid plastic polyvinyl chloride (PVC)—Sch. 40 (MIN) Edison-approved or UL Listed
Semi-rigid plastic — Direct Buried (DB) material—60, DB—100.
For DB installations, DB–60 conduit may be used for all sizes smaller than 4"; DB–100 conduit is required when 4", 5", or 6" conduit is installed.

<sup>a/</sup> Subject to approval by local inspection authorities.

**Figure 3–6: Underground Combination Meter Panel 0–600 V**

**EUSERC No. 301**



MAX Ampacity (Amp)	X MIN DIM	N MIN DIM	Y MIN DIM	Conduit Range
125	8"	6"	4"	1-1/4" to 2-1/2"
225	11"	8-1/2"	5"	1-1/2" to 3"

**Note(s):**

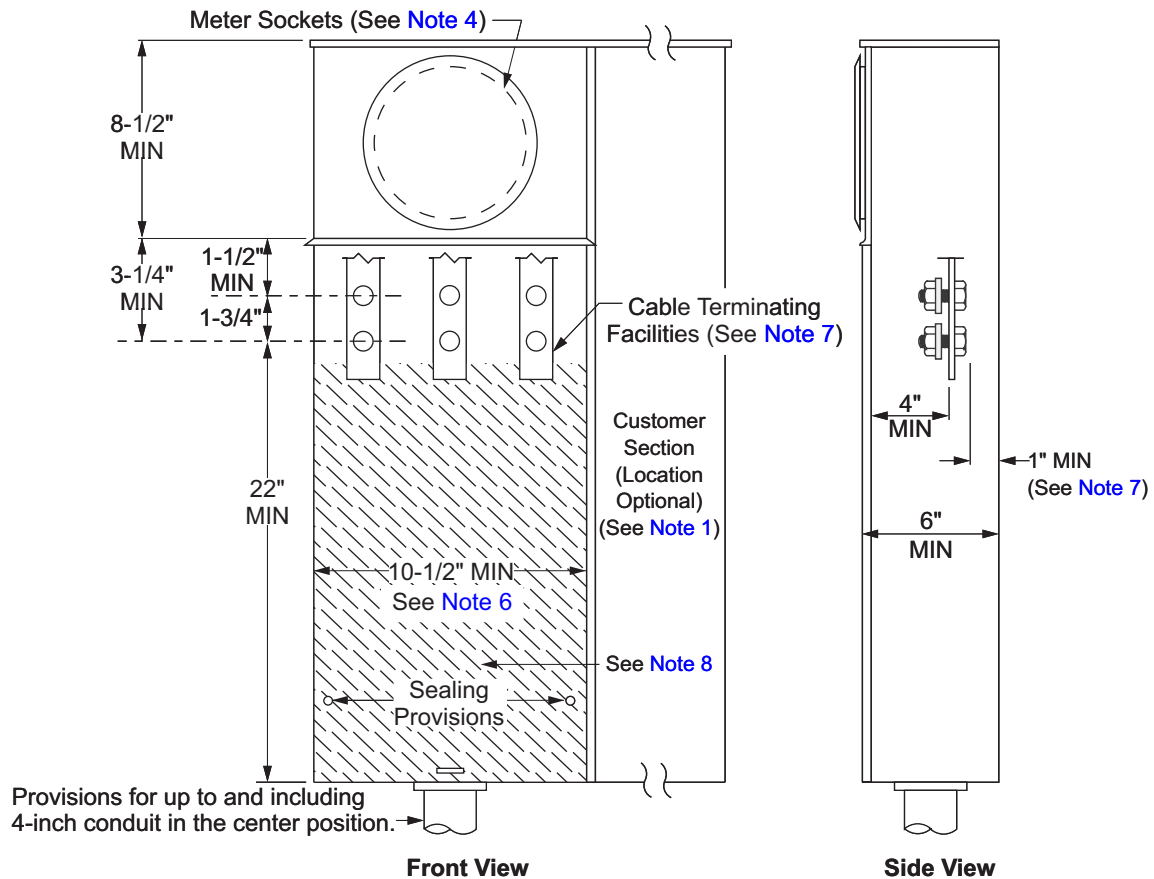
1. This equipment may be constructed for overhead or underground, or for combination overhead-underground service applications. When constructed as an OH/UG device, a yellow warning label (2" × 3" minimum) shall be installed below the terminations in the pull section, reading "WARNING: BUS ENERGIZED AT ALL TIMES."
2. Terminations for service conductors shall be aluminum-bodied pressure type lugs with a range of #6 through 1/0 AWG for the 125 A device and 1/0 AWG through 250 kcmil for the 225 A device.
3. Provide a bonding screw or jumper if the neutral terminal is insulated from the enclosure.
4. A minimum radial clearance of 1-1/2" shall be provided between hot bus terminals and ground or neutral surfaces.
5. The clearance from the hot bus to back of enclosure may be reduced to 1".
6. See [Figure 3–20](#) for minimum conduit size and installation requirements.
7. A reducing bushing may be used when a larger conduit is required due to pulling distance or bends.
8. The shaded area of the termination section is for Company-service lateral conductors only.

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**Figure 3-7: Meter Panel for Single-Family Residential Underground Service —  
300/400 A (Class 320), 120/240 V, Single-Phase 3-Wire**

**EUSERC No. 302A**



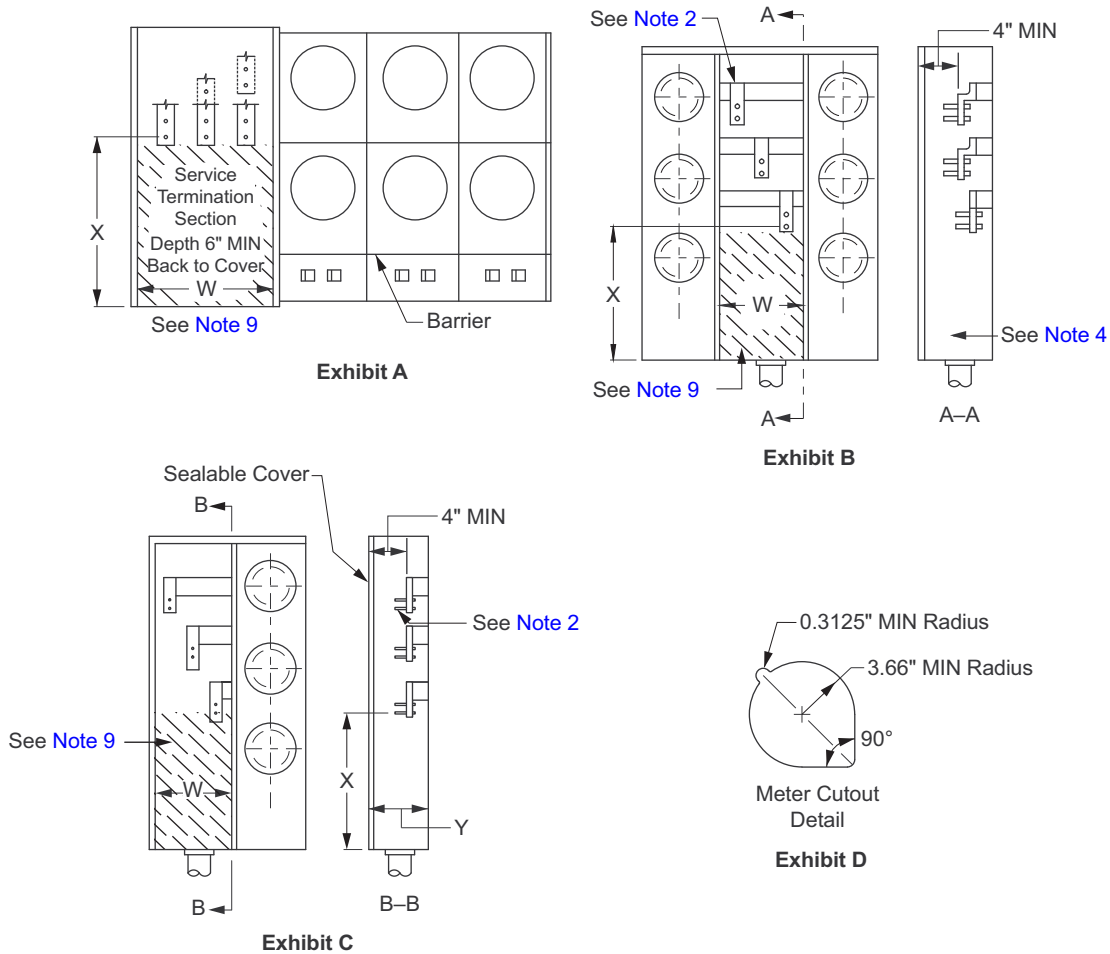
**Note(s):**

1. The panel shown is a combination device having both a utility section (that is, termination section and metering section), and a customer section, but may also be constructed without an attached customer section.
2. The panel shall be marked with either a rating of "320 A continuous" or "400 A maximum (320 A continuous)."
3. Only ring-type sockets are acceptable. Ring-type socket meter panels shall be provided with a sealing ring and the meter socket shall be rigidly mounted on a support and attached to the meter panel.
4. The meter socket may be located above, to the left, or to the right, of the terminating pull section.
5. Termination section cover panels shall be removable, sealable, provided with two lifting handles, and limited to a maximum size of nine-square feet in area.
6. The access opening dimension shown (10-1/2 inches) is measured between the return flanges.
7. Cable terminating facilities shall consist of single-position studs with clearance and access requirements complying with Figure 3-9.  
*Exception:* The neutral clearance to the back wall of the enclosure may be reduced.
8. The shaded area of the termination section is for Company-service lateral conductors only.

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**Figure 3–8: Underground Service Terminating Facilities for Residential Multiple-Occupancy Service — 6 Meters, Single-Phase 3-Wire, 0–600 A, 0–600 V**

**EUSERC No. 342**



**Typical Arrangement for Underground Service Terminating Facilities**

Equipment Rating (Amps)	X DIM (MIN)	W DIM (MIN)	Y DIM (MIN)
0–200	11"	6-1/2"	5-1/2"
201–600	22"	10-1/2"	6"

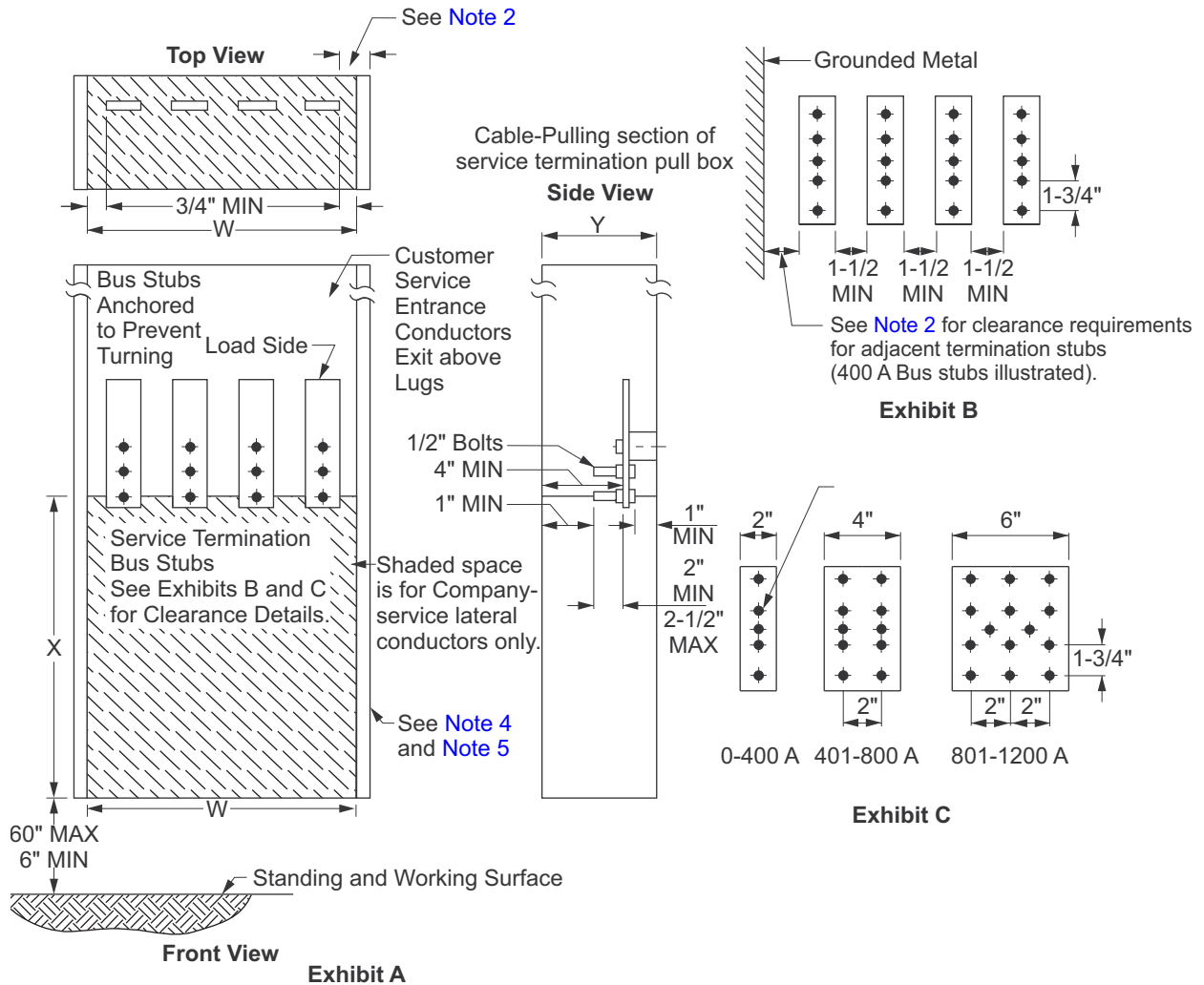
**Note(s):**

- Termination enclosure covers shall be as follows:
  - Independent of other service equipment and removable without disturbing adjacent panels.
  - Sealable, provided with two lifting handles, and be limited to nine-square feet in area.
- Terminating facilities for Company-service supply conductors shall be provided as follows:
  - For equipment rated 200 A, terminations may be aluminum-bodied, pressure-type lugs with a range of 1/0 AWG through 250 kcmil.
  - For equipment rated 201–600 A, terminations shall be single-position studs, complying with [ESR-6, Figure 6-6](#). For services rated above 200 A, the Company will furnish and install compression lugs.
- The neutral terminating position shall be identified. A bonding screw or jumper shall be provided if the neutral terminal is insulated from the enclosure.

4. Where service supply conductors cross over horizontal bussing, the bus shall have a barrier or be fully insulated. The shaded space shown in the terminating enclosure is reserved for Company-service lateral conductors only.
5. Meter panels shall be removable to provide access to the customer's equipment with the Company's meters and tamper-proof rings in place. Where there is more than one meter socket per panel, the minimum cutout opening as detailed in Exhibit D, Figure 3-8 shall apply.
6. Dimension "W" is the minimum access opening for the terminating enclosure.
7. Three-inch conduit is the minimum acceptable size. If air conditioning loads are served, a four-inch minimum conduit is required.
8. See Figure 3-20, Figure 3-22, and Figure 3-23 for installation of exposed conduits or conduits installed in a wall.
9. The shaded area of the termination section is for Company-service lateral conductors only.
10. For equipment rated 200 A, the neutral termination height may be reduced to 8-1/2 inches.

**Figure 3-9: Underground Pull Box Equipped with Cable Terminations for Commercial or Residential Use — 0-600 V — 0-1,200 A**

**EUSERC No. 343**



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**Table 3–5: Minimum Pull Box Dimensions**

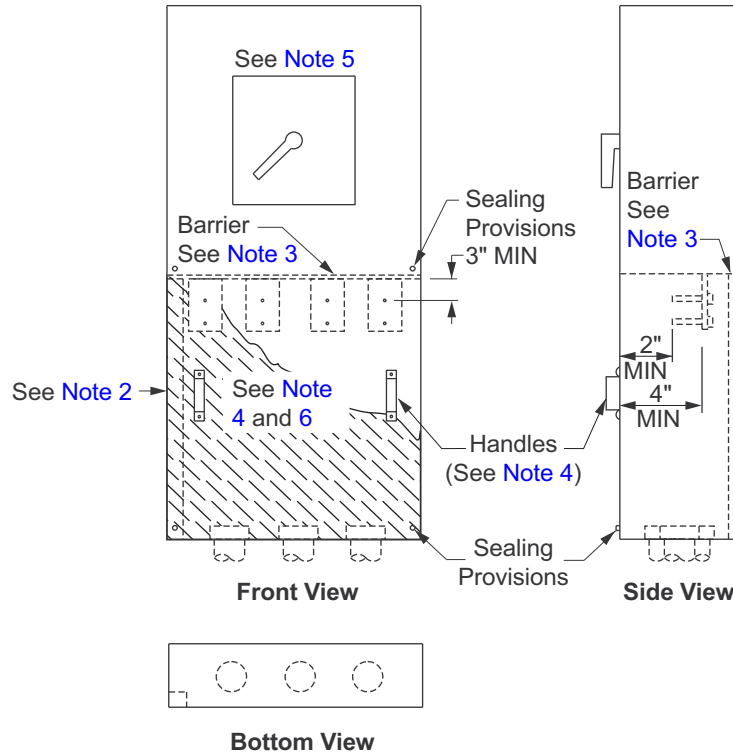
Service Ampacity (Amps)	W (See Note 5.)		Y Depth (in)	X Height (in)
	3-Wire (in)	4-Wire (in)		
201–400	10-1/2	14	6	22
401–800	16-1/2	22	11	26
801–1,200	22-1/2	30	11	26

**Note(s):**

1. The above dimensions are for the case where the conduit enters the bottom of the pull box and all load conductors exit above the terminals. Where the service conduit enters from the side or back of the pull box, the “X” dimensions shall be taken from the closest portion of the conduit to the nearest termination bolt.
2. See [ESR-6](#) for minimum termination clearances and for termination bus and bolt details.
3. Pull box covers shall be removable, sealable, provided with two lifting handles, and limited to a maximum size of nine-square feet in area.
4. Clear working space shall be maintained. Return flanges shall not intrude into the shaded space.
5. The “W” dimension is the minimum width of the pull box access opening.
6. Consult the local Service Planning Office for conduit requirements.
7. Terminating facilities shall be secured to prevent bus turning or misalignment when the cables are installed.


**Figure 3–10: Combination Disconnecting Device and Terminating Enclosure —  
0–600 V — 1,200 A Maximum**

**EUSERC No. 315**



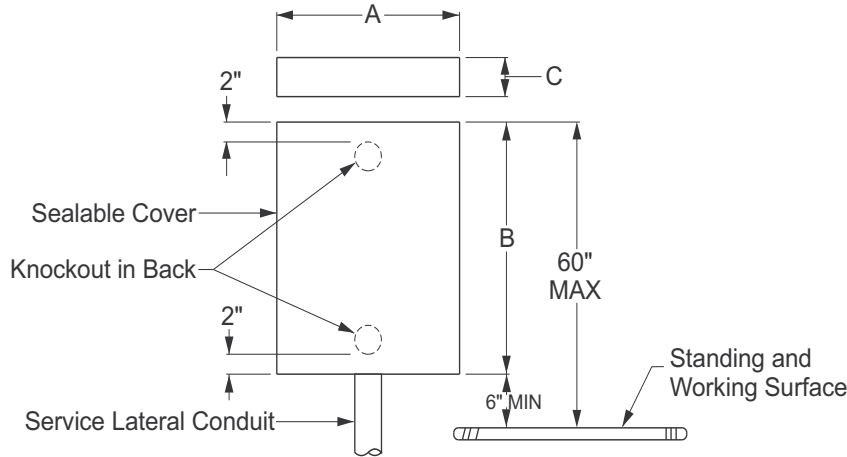
**Note(s):**

1. A vertical clearance of three-inches minimum shall be maintained between the centerline of the top bolts of the terminating facilities to any obstruction. See Figure 3–9 for terminating enclosure dimensions, and terminating facility clearances and construction details.
2. The grounding electrode conductor may be installed in a fully-enclosed, factory-installed wireway located in either back corner of the pull box. The raceway shall not impede the required working space or reduce any specified clearances.
3. A full width and depth, insulated, rigid barrier shall be provided to separate the termination and main disconnect device compartments.
4. Ensure that terminating enclosure covers are as follows:
  - Independent of other equipment and removable without disturbing adjacent panels.
  - Sealable, and provided with two lifting handles, and limited to a maximum of nine-square feet in area.
5. The main disconnect cover shall be sealable.
6. Shaded space is for Company-service lateral conductors only.

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**Figure 3–11: Underground Pull Boxes**

**EUSERC No. 344**

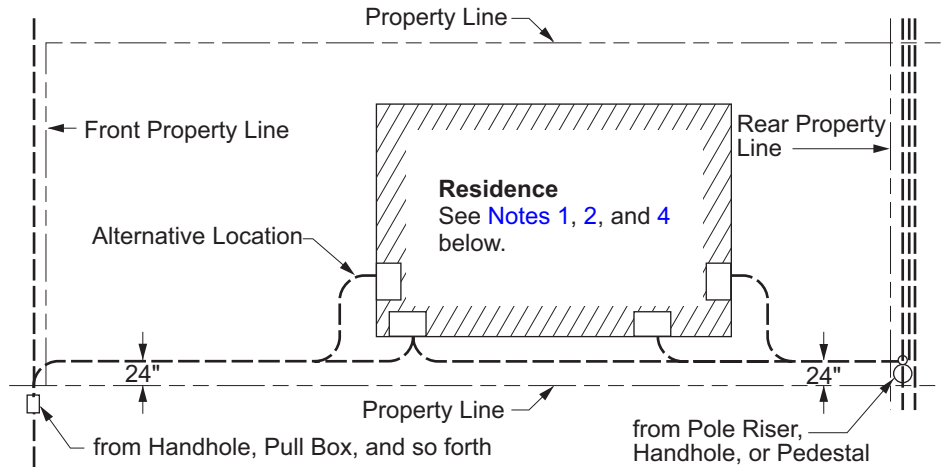


Service Conduit Size (in)	A (in)	B (in)	C (in)
3	16	24	8

**Note(s):**


1. The service conduit may enter the end or the back within two inches of the end of the pull box, but shall not enter the side.
2. When a service conduit enters the end of a pull box, the opposite end shall not be less than 24 inches from any side wall, ceiling, or other obstruction. Any projection which extends more than the depth of the box from the surface on which the box is mounted shall be considered an obstruction.
3. No conductors other than service conductors shall be installed in any pull box.
4. Provide two lifting handles on pull box covers of four-square feet or more in area; covers not to exceed nine-square feet.
5. Pull box covers shall be provided with a means of sealing consisting of two drilled stud and wing nut assemblies on opposite sides of the cover. All securing screws shall be captive.
6. Consult the local Service Planning Office for conduit requirements.
7. See [Figure 3–9](#) for larger pull boxes equipped with termination facilities.

**Figure 3–12: Typical Service Lateral Installation for Single-Family Residence**

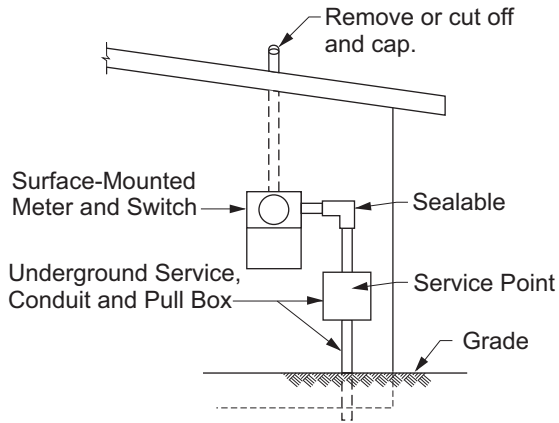


**Note(s):**

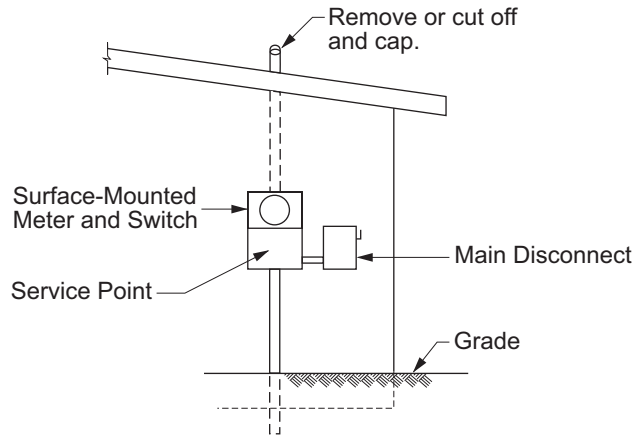
1. When a residence is served from a front property line, the customer's service equipment shall be located as shown in [Figure 3–12](#) (front portion of residence). When served from the rear property line, the service equipment shall be located as directed by the Company representative to provide maximum accessibility for maintenance and meter reading.
2. Contact the Company local Service Planning Office, [Table 3–2](#), before locating service equipment. When service equipment is improperly located because the Company was not contacted in advance, the customer is responsible for all modifications.
3. See [ESR–5](#) for meter access and prohibited meter locations.
4. Also see [Section 15.0](#) and [Figure 3–20](#).

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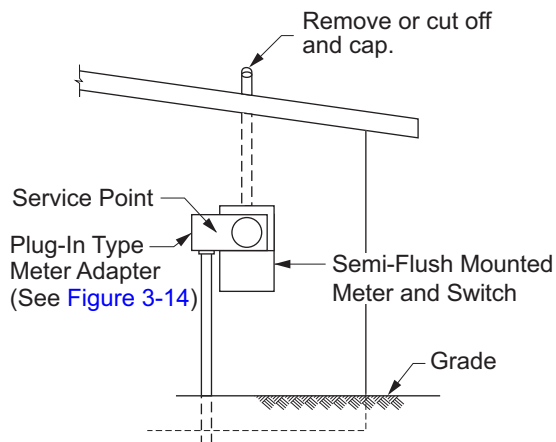
**Figure 3–13: Typical Service Conversion from Overhead to Underground**



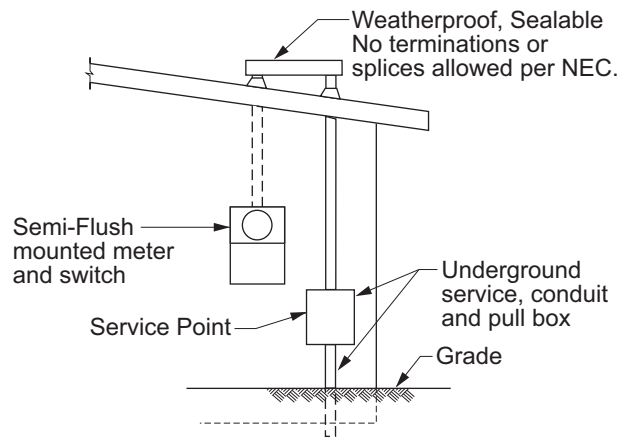
**Residential Example A**



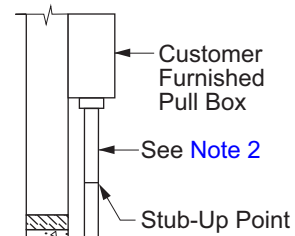
**Commercial Example B**



**Residential Example C**




**Residential Commercial Example C**



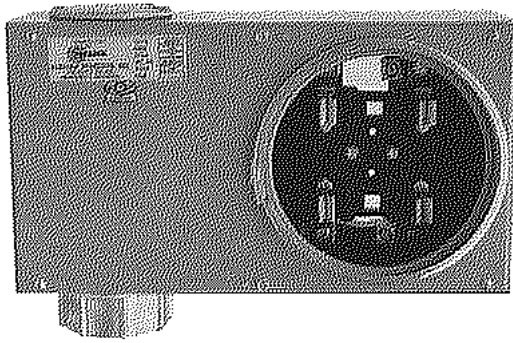
**Note(s):**

1. Customer to furnish conduits pull boxes, adapters, gutters, trench, and backfill.
2. Conduits may be stubbed-up by utility for customer pick-up.
3. Exposed PVC conduit, where acceptable to local inspection agency, shall be minimum Sch. 40. Where exposed to physical damage, install Sch. 80.
4. Weatherhead-to-weatherhead conversion requires local city, county inspection, jurisdiction approval. Pull box shall be grounded by the customer.

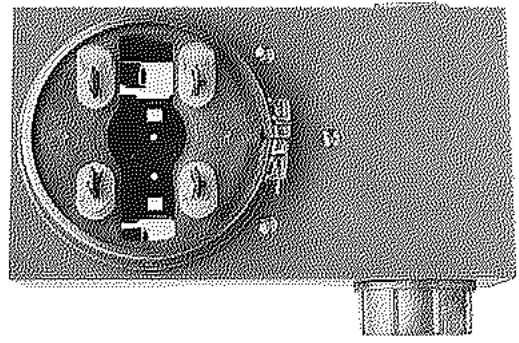
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**Figure 3–14: Typical Plug-In Type Meter Adapter**



**Front View**



**Rear View**

**Note(s):**

1. The plug-in type meter adapter is limited to 120/240 V, 125 A single-phase service only. The maximum cable size to pull and terminate into the adapter is 1/0 CLP due to limited working clearance in the terminating section.


**Figure 3–15: Typical Plug-In Type Generation Meter Adapter**



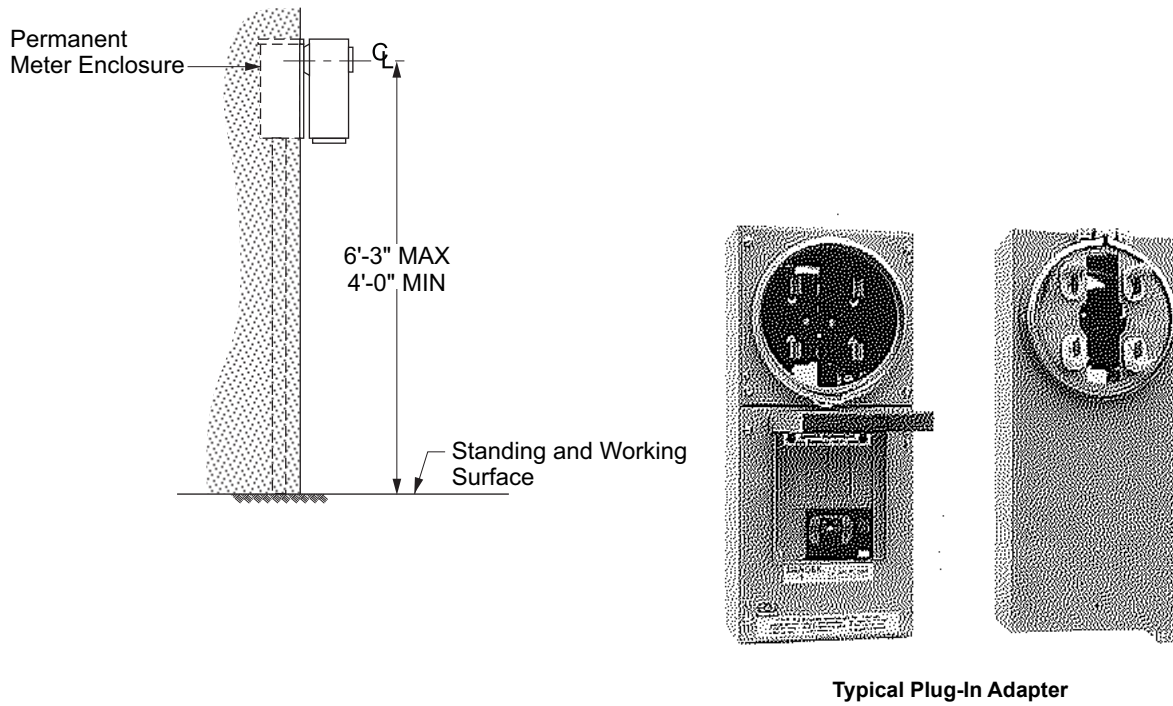
**Front View**



**Rear View**

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**Figure 3–16: Plug-In Temporary (Piggyback) Service Adapter**



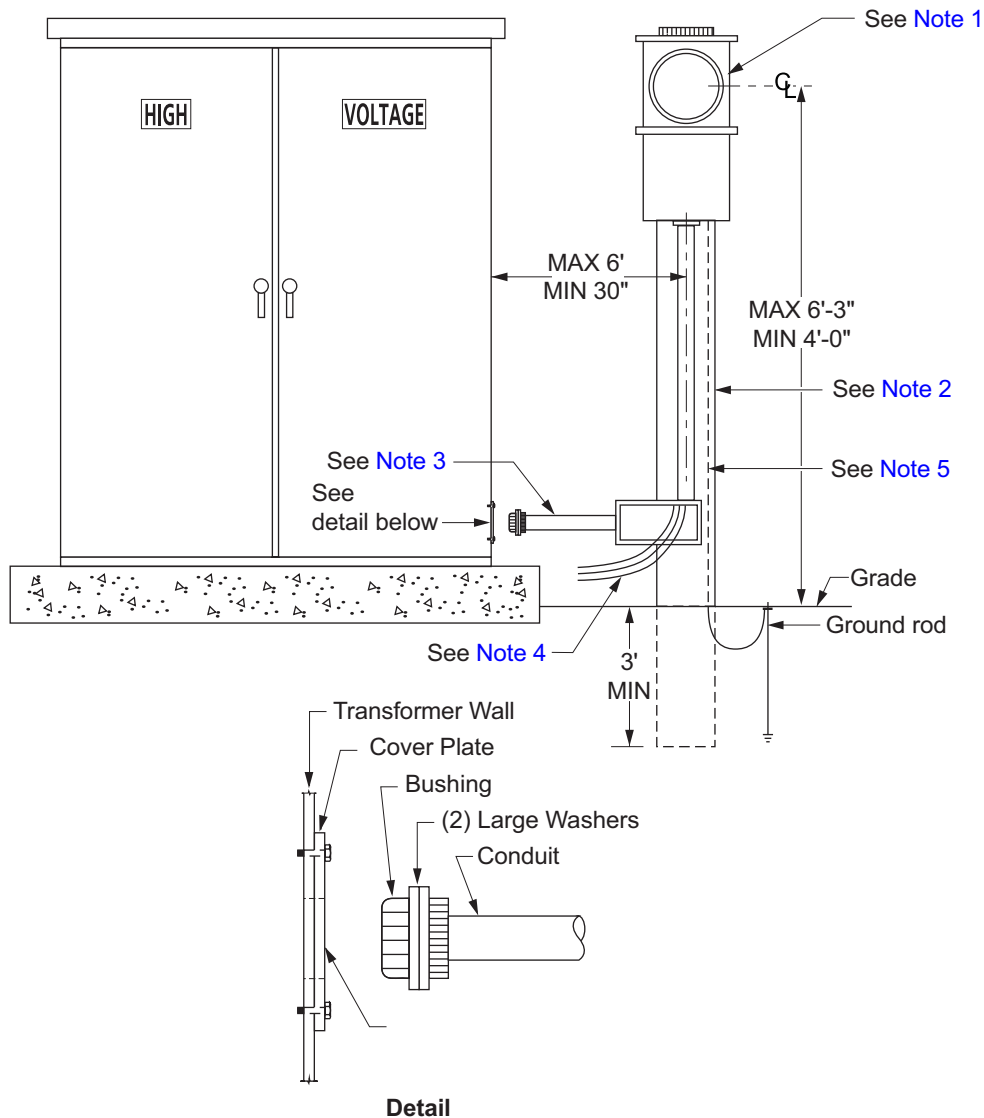
**Typical Plug-In Adapter**

**Note(s):**

1. Permanent service cables must be installed and approved by the local inspection jurisdiction before a temporary (piggyback) service adapter may be installed.


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**Figure 3–17: Temporary Service from a Pad-Mounted Transformer**

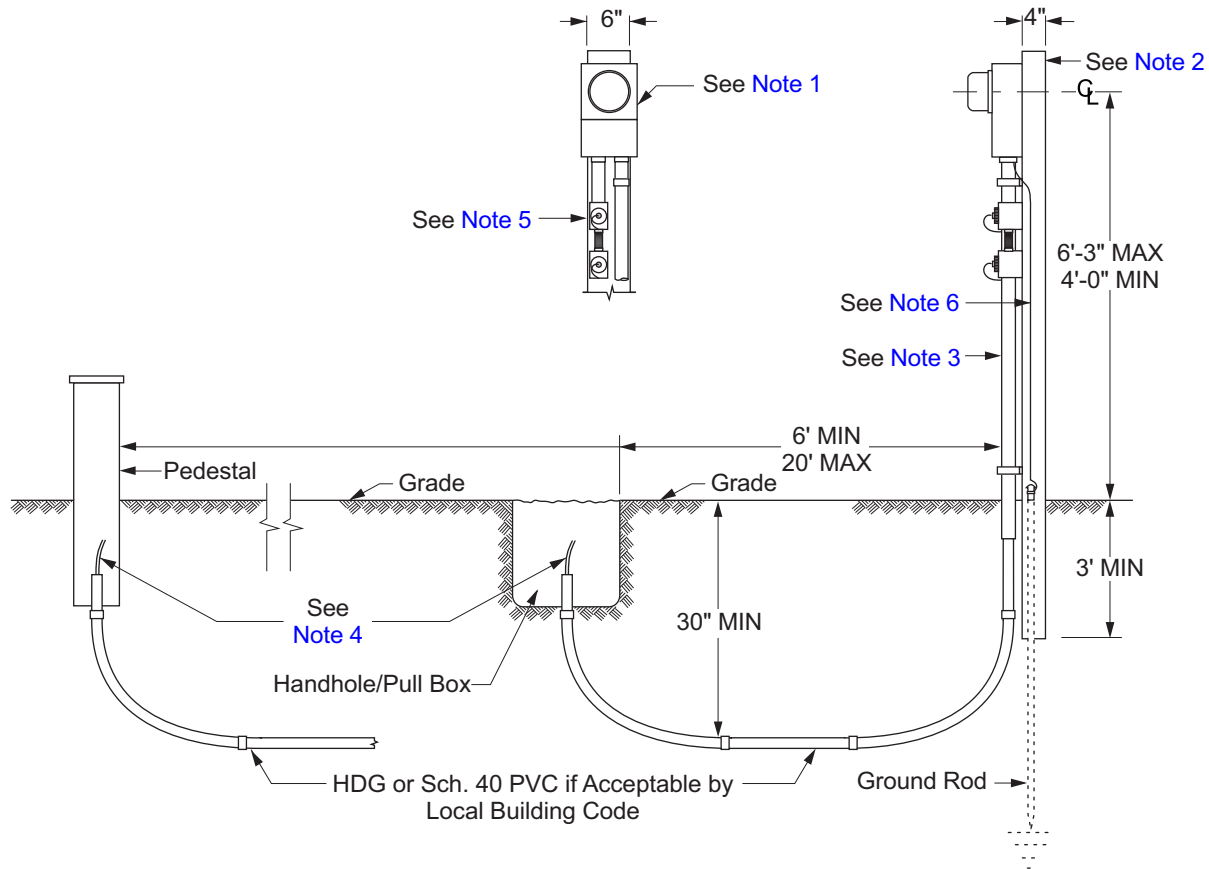


**Note(s):**

1. Meter panel per [Figure 3–6](#). For type of meter receptacle and the number of socket terminals, see [ESR–5](#). Meter will be furnished and installed by the Company. A safety socket box with factory-installed test/bypass blocks, as detailed in [ESR–5](#), shall be provided for all three-phase installations.
2. 4" x 6" x 10' (butt-treated) posts three feet in the ground. Overhead conductors shall not be attached to this meter post.
3. Conduit-type and size and wire-type and size as required by NEC.
4. Customer to provide wires long enough to protrude into the transformer enclosure six-feet minimum.
5. Ground wire to be #8 AWG minimum from post to electrode and enclosed in galvanized ridged conduit, or equivalent mechanical protection. Refer to the local inspection agency for alternate or additional requirements.


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**Figure 3-18: Temporary Service from Secondary Handhole, Pull Box, or Pedestal**

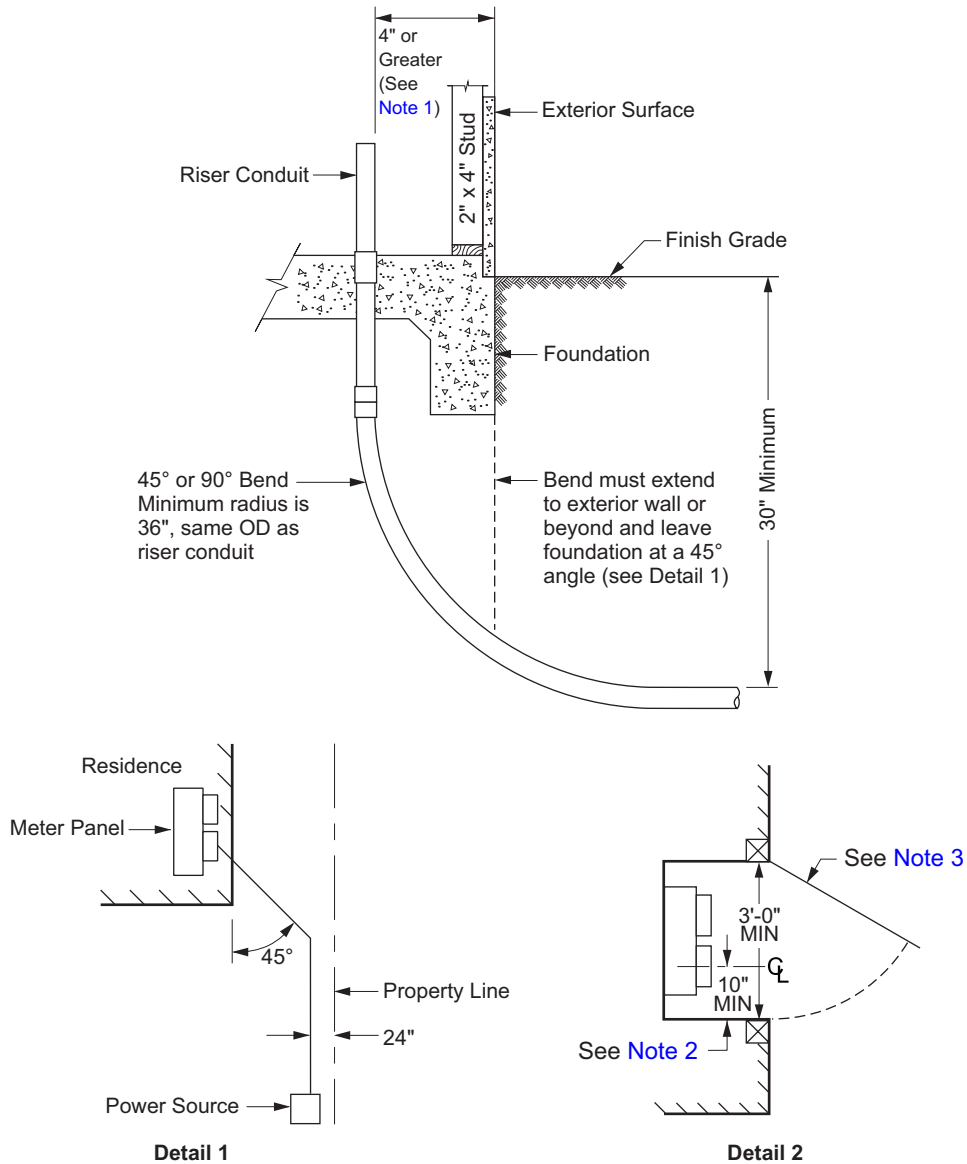


**Note(s):**

1. Meter panel per Figure 3-6. For type of meter receptacle and the number of socket terminals, see ESR-5. Meter will be furnished and installed by the Company. A safety socket box with factory installed test/bypass blocks, as detailed in ESR-5, shall be provided for all three-phase installations.
2. 4" x 6" x 10' (butt-treated) posts three feet in the ground. Overhead conductors shall not be attached to this meter post.
3. Conduit-type and size and wire-type and size as required by NEC.
4. Customer to provide wires long enough to protrude into the handhole, pull box, or pedestal enclosure six-feet minimum.
5. Refer to local inspection agency and the NEC for main switch and ground fault circuit protection requirement.
6. Ground wire to be #8 AWG minimum from post to electrode and enclosed in galvanized ridged conduit, or equivalent mechanical protection. If a ground rod is used, the following minimum requirements apply:
7. Diameter of rod: 3/4 inch, if iron rod or galvanized pipe.
8. 1/2 inch if solid rod of brass, copper, or copper covered steel.
9. Refer to the local inspection agency for alternate or additional requirements.
10. Set post a minimum of 18 inches from main secondary cable trench.


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**Figure 3–19: Riser Bend for Multi-Family Residential Service Entrance and Recessed Service Applications**

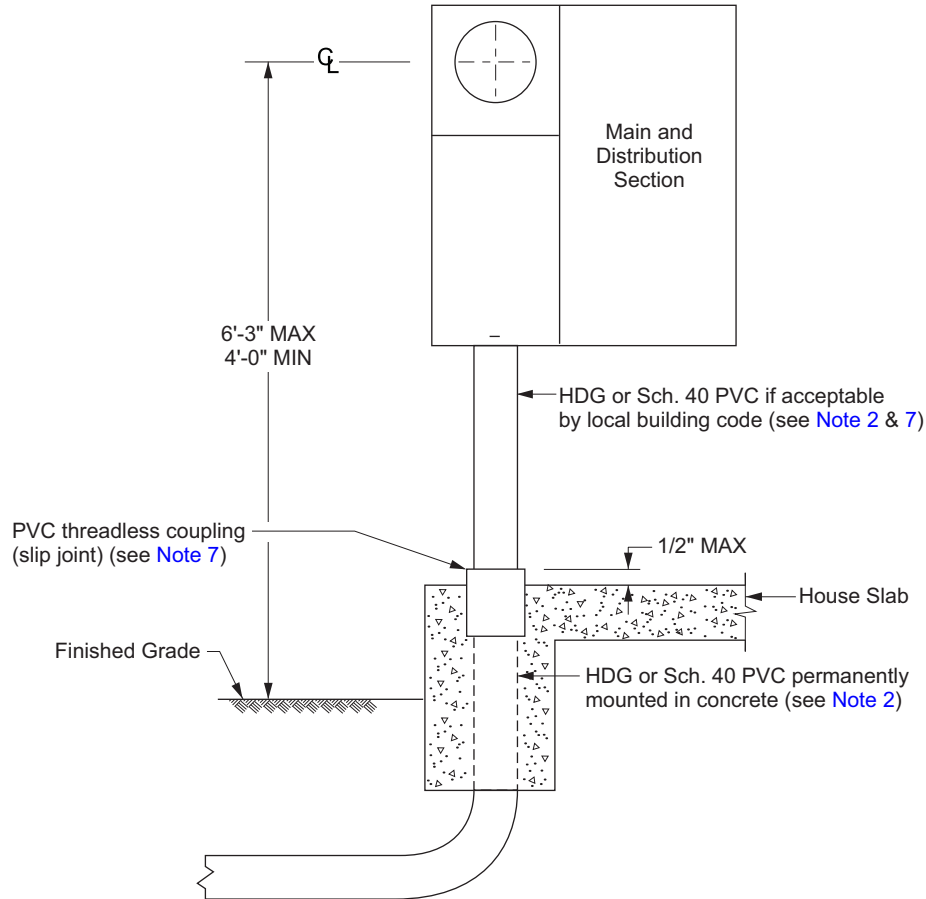


**Note(s):**

1. A bend must be permanently installed by the developer at the service entrance if the riser is recessed behind the outer wall or if the concrete foundation is poured in such a way as to effectively cause the riser to be recessed four inches or more. Bends may be of HDG or PVC conduit as approved by the local inspection agency.
2. A ten-inch side clearance is required, measured from the centerline of the meter(s) to any obstruction.
3. The exterior door must open a minimum of 90 degrees.


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**Figure 3–20: Service Entrance for Single-Family Dwelling Service**

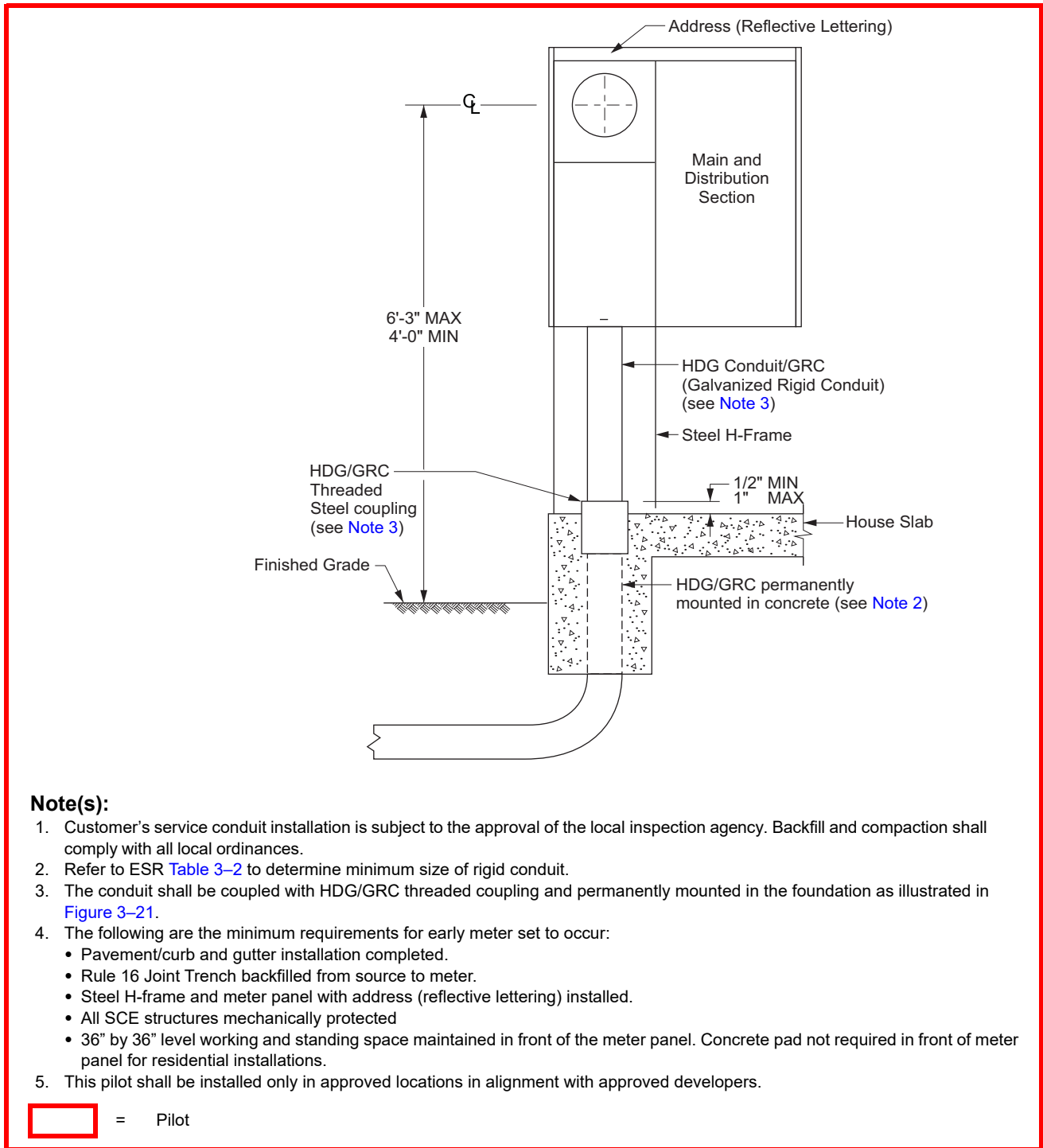


**Note(s):**

1. Customer's service conduit installation is subject to the approval of the local inspection agency. Backfill and compaction shall comply with all local ordinances.
2. Consult the local Service Planning Office to determine minimum Rigid Conduit to be installed.
3. The minimum conduit size is 2-1/2 inches for 100 A service.
4. Two hundred ampere services requires a minimum conduit size of three inches.
5. A multiple meter service may require larger conduit than specified in [Note 2](#), consult the local Service Planning Office for details.
6. The conduit may be HDG, or where approved by the local inspection agency, minimum Schedule 40 PVC. See [Figure 3–22](#) for exposed conduit.
7. The conduit may be installed in one piece without a coupling or in two pieces with a threadless coupling permanently mounted in the foundation as illustrated in [Figure 3–20](#).

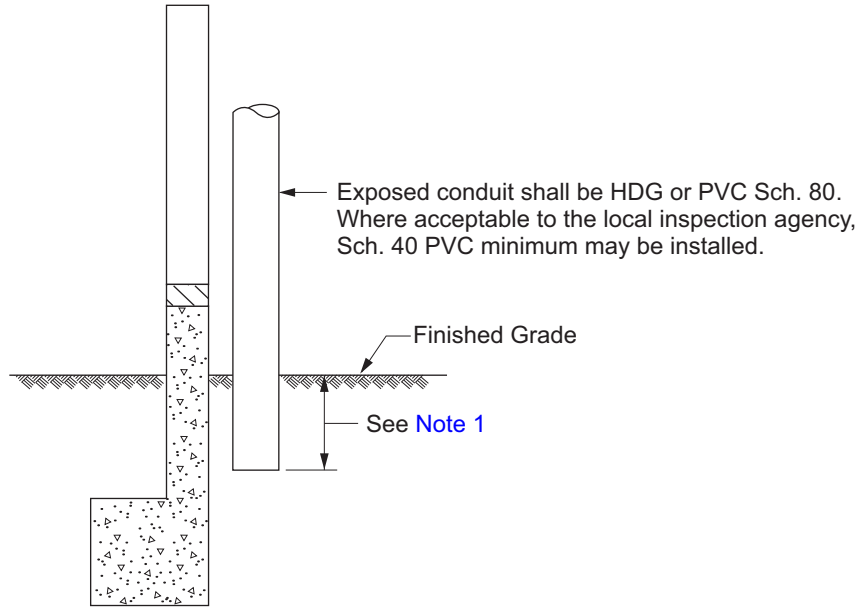
<b>ESR-3</b>	<b>Underground Service Connections 0–600 V</b>	EFFECTIVE DATE 01-28-2022
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**Figure 3–21: Service Entrance for Single-Family Dwelling Service (Early Meter Set Pilot)**




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**Figure 3-22: Exposed Service Conduit Installation**



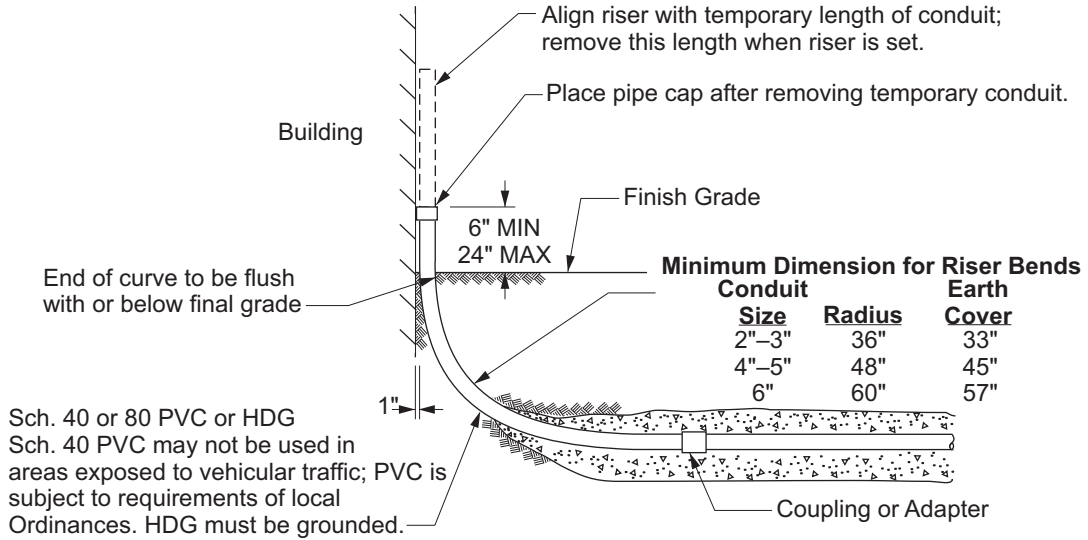
**Note(s):**

1. See [Figure 3-23](#) for conventional conduit sweep.

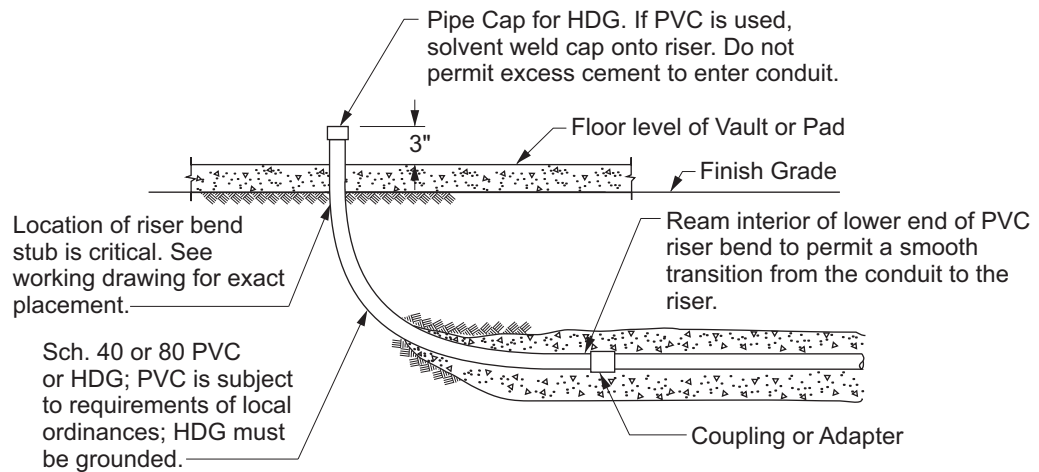
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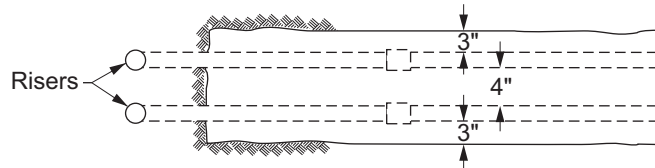
**Figure 3-23: Riser Bend Installation at Wall or Pad**



**Typical Riser at Building**



**Typical Riser at Vault or PAD**



**Plan-View For Two Conduit Terminals**

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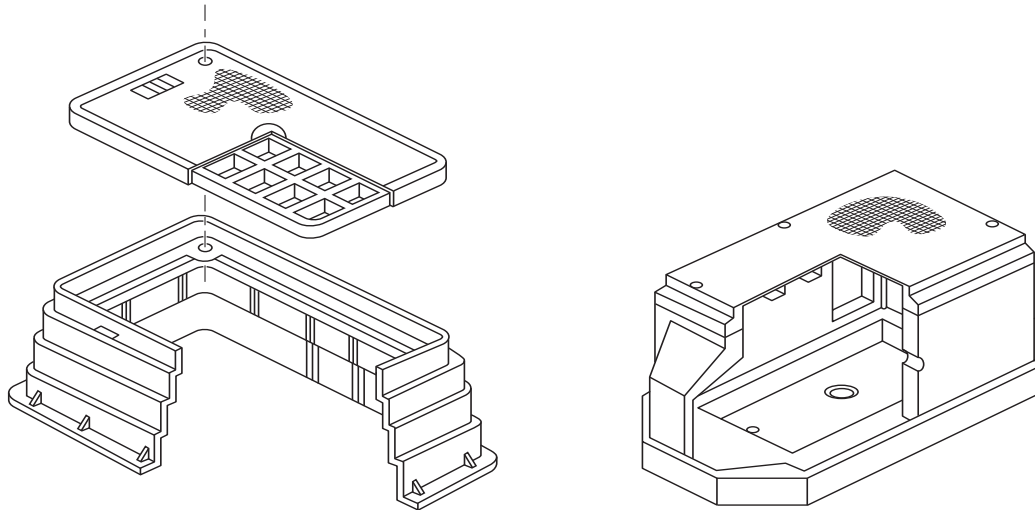
**Electrical Service Requirements**

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**Figure 3–24: Handholes, Pull Boxes, and Manholes**



**Table 3–6: Handhole, Pull Box, and Manhole Applications and Sizes**

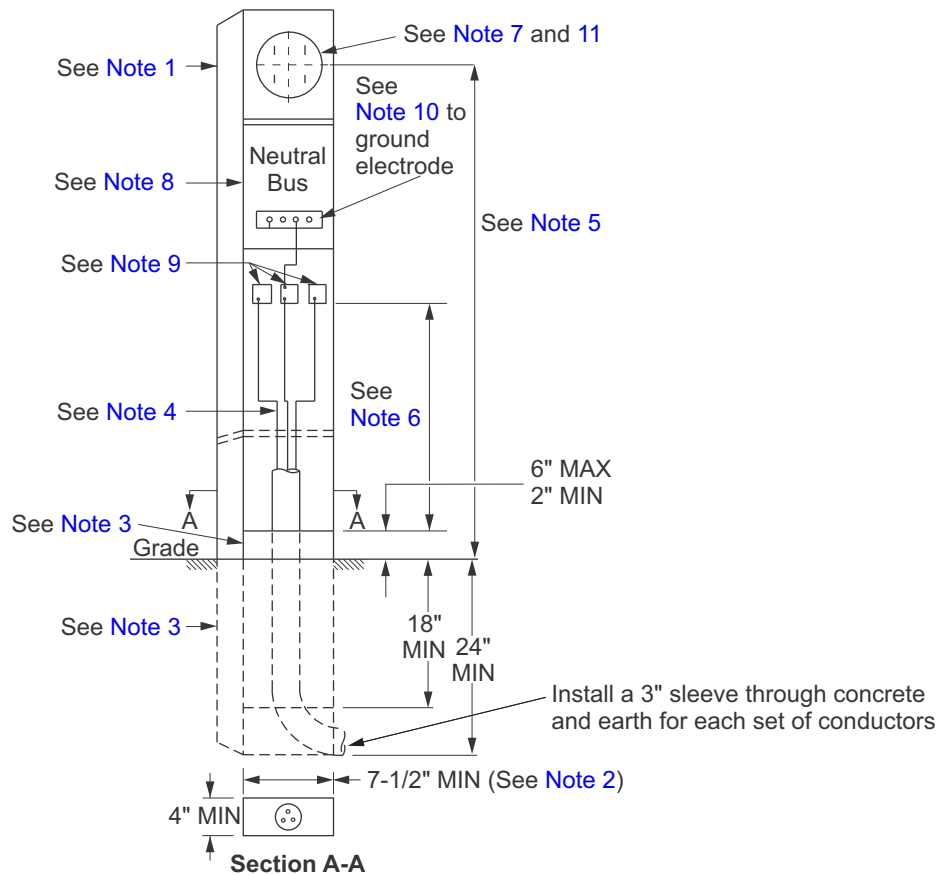
Substructure	Material	Typical Application	Inside Dimensions (W x L x D)	SCE Underground Structures Reference Drawing
Handhole	FRP	Residential	17" x 30" x 18"	UGS 200, HH-14
Handhole	Plastic	Residential	17" x 30" x 15"	UGS 200, HH-9
Pull Box	Concrete	Residential/Commercial	2-1/2' x 4' x 3-1/2'	UGS 220.1
Pull Box	Concrete	Residential/Commercial	3' x 5' x 4'	UGS 225.1
Pull Box	Concrete	Residential/Commercial	4' x 6-1/2' x 5'	UGS 228.1
Manhole	Concrete	Residential/Commercial	Consult the Local Service Planning Office	

**Note(s):**

1. Manholes, pull boxes, and some sizes of handholes are available in precast concrete. Some handhole sizes are also available in plastic. For approved manufacturers and other specifications, refer to the appropriate Distribution Underground Structures Manual pages listed in [Table 3–6](#).
2. Consult the local Service Planning Office for substructure details, and installation and inspection requirements. See [Section 13.0](#).
3. Substructure covers must be adequate for imposed loading. Traffic-type covers are required in areas accessible to vehicles. Pull box and handhole covers shall be furnished with penta-head, stainless steel cap screws. All covers shall be identified with a 1/2 inch block lettered "EDISON."
4. Dimensions are inside measurements and are shown in order of width, length and depth. Depths shown are minimum dimensions with required depth depending on the number of conduits and conduit cover.


**Figure 3–25: Typical Mobile Home or Residential Service and Meter Post —  
Maximum 200 A — 120/240 V**

**EUSERC No. 307**




**Note(s):**

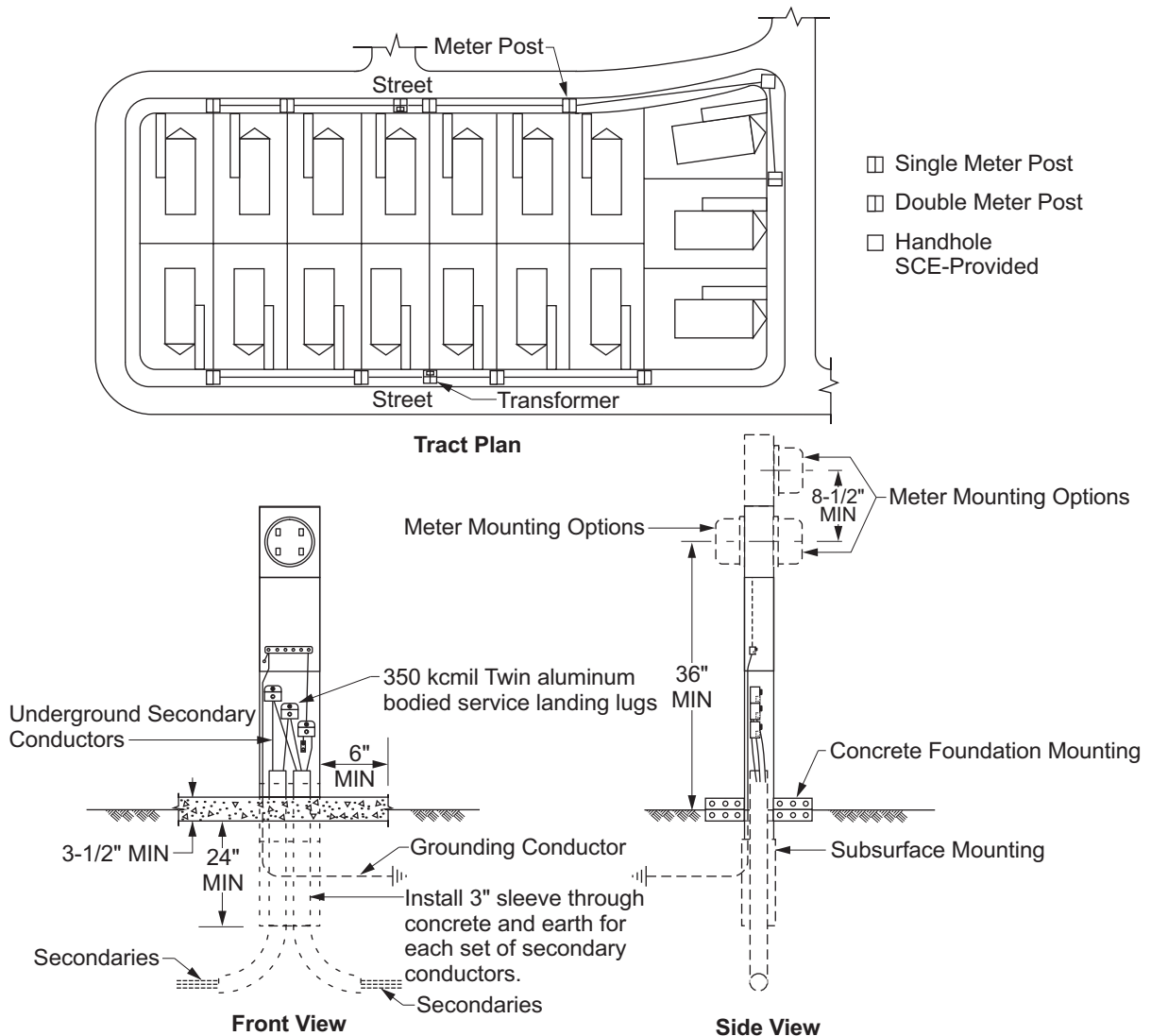
1. This type post shall have a minimum rating of 100 A. Posts shall be installed in such a manner that they will remain plumb and rigid. Construction, material, and corrosive-resistant finish shall be approved by a recognized test laboratory.
2. Minimum width of access opening shall be 7-1/2 inches.
3. The minimum depth of the post in the ground shall be 24 inches with openings at the base to permit the service lateral conduit or conductors to sweep into the post from the front (meter side). A fixed panel shall extend two inches minimum to six inches maximum above grade, and 18 inches minimum below grade.
4. Adequate ventilation shall be provided to inhibit the condensation of moisture within the enclosure.
5. The minimum meter height shall be 36 inches above the grade line when the meter is enclosed, or 48 inches when exposed.
6. The service cable pull and terminating section shall be accessible from either the front or rear of the post by removing an eight-inch minimum width sealable panel (or panels). The removable panel (or panels) shall extend from the top of the fixed panel (see Note 3) and when removed, allow full access to the terminating lugs. The service cable pull and terminating section space shall be restricted to Company use.
7. Meter panels shall be removable, but shall be non-removable when meter is in place. If the meter is enclosed, the enclosing cover shall be hinged and self-supporting, equipped with a clear reading window, and must be removable for meter testing or inspection.
8. The service main disconnect and power outlet section shall have barriers installed to prevent access to the service cable pull and termination section and to unmetered conductors which connect to the socket.

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9. The service terminating lugs shall be twin #2 to 350 kcmil aluminum-bodied pressure-type. Lug height, measured to the bottom of terminating lug from the top of the fixed panel, shall be 18 inches minimum and 48 inches maximum. The space between terminating lugs from lugs to sides of post, from lugs to any grounded surface, or from lugs to panel above, shall be 1-1/2 inches minimum. Rigid insulated barriers are required and shall project 1/4-inch minimum beyond any energized parts when this space is reduced. Terminating lugs may be positioned either in line or staggered and access shall be unobstructed when all service conductors are in place.
10. A customer-accessible equipment grounding lug shall be provided.
11. The meter socket base shall be fabricated with components tested by a recognized test laboratory and shall be provided with a sealing ring. The meter socket shall be mounted on a support which is attached to the meter panel. Sockets shall be factory-wired with conductors in a separate or barriered raceway from the service terminating lugs to the meter socket. These conductors shall be inaccessible from the main disconnect and power outlet section. The conductor which extends to the meter socket shall be connected at the service terminating lugs, independently of the connection for the service lateral conductors.
12. An unobstructed work space of 36 inches minimum entirely on the property of the customer shall be maintained in front of metering and terminating sections.
13. The grounding electrode conductor may be run through the terminating enclosure.
14. The service equipment (service and meter post), all wiring, and equipment from the meter post to the customer's structure shall be provided by the owner/developer.
15. Consult the local Company Service Planning Office before locating the service equipment. When service equipment is improperly located due to the Company not being contacted prior to the installation, the owner/developer is responsible for all modifications.


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**Figure 3–26: Typical Underground Layout for Mobile Homes**



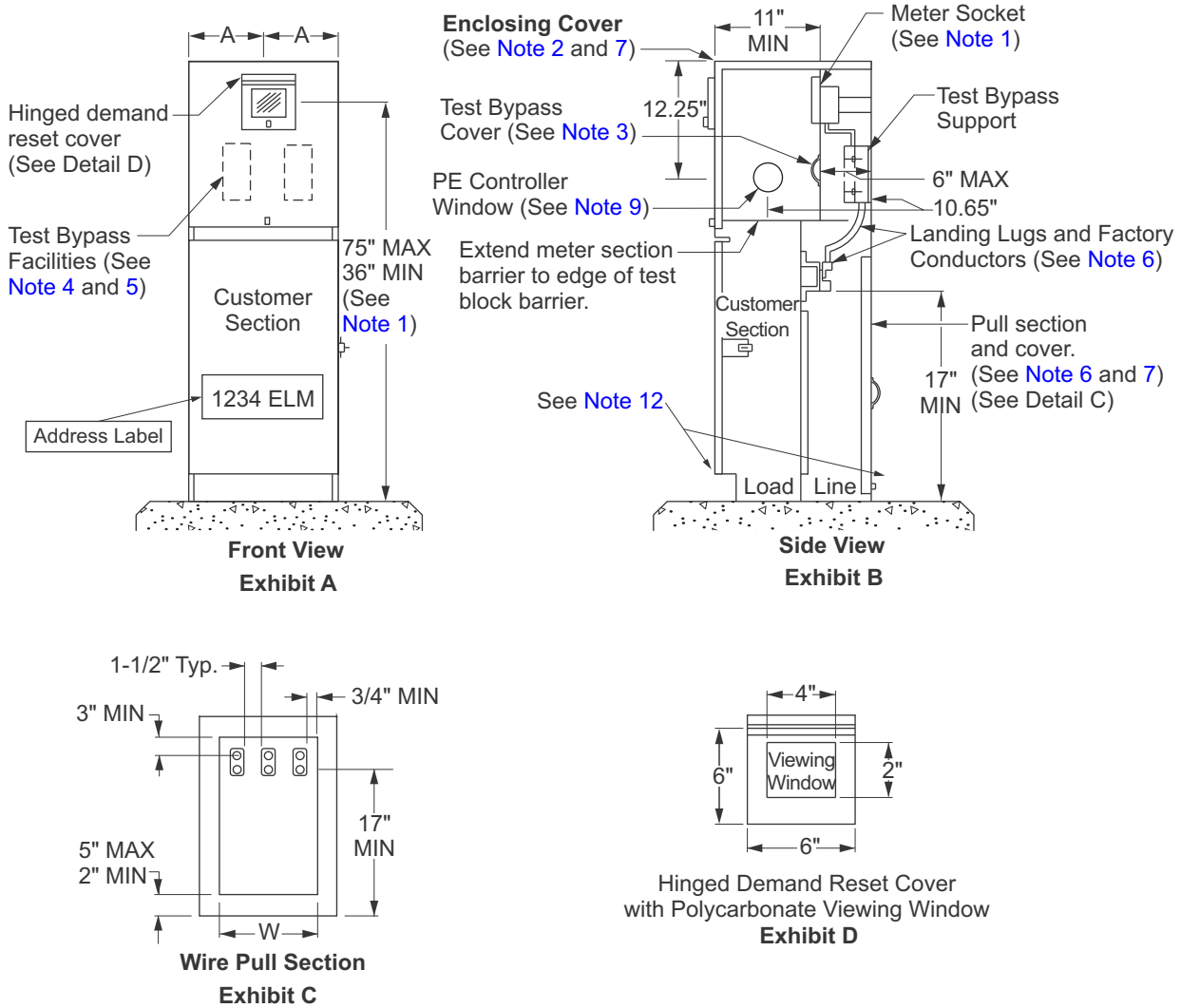
**Note(s):**

1. This standard applies to mobile home parks only. Mobile home posts shall be installed in accordance with the provisions in California Administrative Code, Title 25.
2. Mobile home parks shall be served from the front street easement. The service equipment (service and meter post) shall be located as shown in Figure 3–26. When possible, the double-meter type post should be used to serve two mobile homes from one location. Dual meter panels are acceptable with meters mounted back-to-back or in vertical configuration providing the meter post meets all requirements. Meter sockets shall be permanently marked to indicate premises served. See ESR–5.
3. Contact the Company local Service Planning Office before locating the service equipment. When service equipment is improperly located due to the Company not being contacted prior to installation, the developer is responsible for all modifications.
4. See Figure 3–25 for service and meter post requirements.
5. All wiring and equipment from the meter post to the customer's mobile home shall be provided by the developer/owner.
6. The authority having jurisdiction (state/local) may require the park developer to file for special approval when the service and meter post is located in the front street easement.

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**Figure 3–27: Non-Residential Service Pedestals — 0–200 A — 0–600 V**

**EUSERC No. 308**



**Table 3–7: Terminating Pull Section Minimum Dimensions**

Service	W <sup>a/</sup> (in)	A <sup>b/</sup> (in)
1 Phase	10-1/2	10
3 Phase	12-1/2	


a/ See Note 6.

b/ See Note 2.

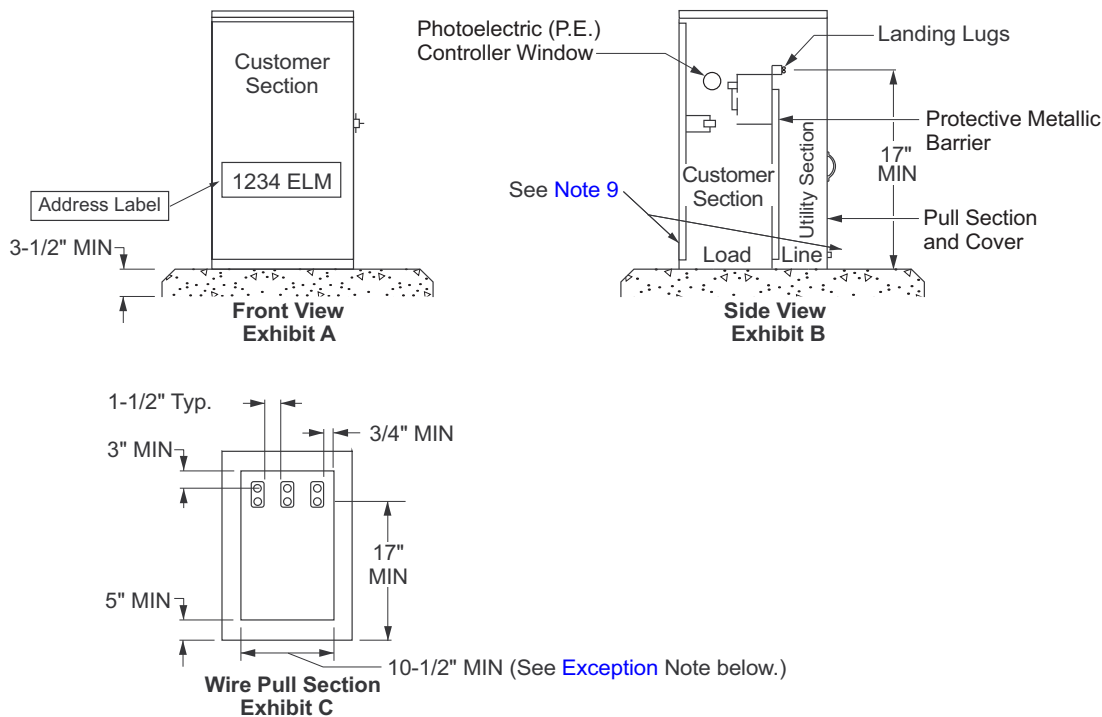
**Note(s):**

- The meter socket shall be rigidly mounted on a support, attached to the meter panel, and provided with a sealing ring. Ringless sockets are not acceptable. Meter height is measured from the center of the meter socket.

2. The meter socket shall be enclosed and the enclosing cover shall be as follows:
  - Hinged to allow the top and front to be rotated back as one unit to expose the metering compartment. The "A" Dimension applies when the metering compartment side panels are fixed and obstruct the meter side clearance. The lifting force required to open the cover shall not exceed 25 pounds.
  - Equipped with a lifting handle.
  - Provided with a demand reset cover with a viewing window (see Exhibit D). The reset cover shall be sealable and lockable with a padlock having a 5/16-inch lockshaft.
3. Test-bypass compartment covers shall be sealable and fitted with a lifting handle; covers exceeding 16 inches in width shall require two lifting handles.
4. Test-bypass blocks with rigid barriers shall be furnished, installed, and wired or bussed to the meter socket by the manufacturer. Connection sequences shall be LINE-LOAD from left to right and clearly identified by 3/4-inch minimum block letter labeling. See [ESR-5](#) for test-bypass block details.
5. Test-bypass shall be installed with the following clearances:
  - Three inches of vertical clearance from the upper test connector stud to the upper compartment access opening and 3 inches from the center of the cable terminal screw to the lower compartment access opening.
  - One and one-half inches of side clearance from the rigid insulating barriers to the compartment sides and one inch to the compartment access openings.
6. The terminating pull section requirements are as follows:
  - Comply with the minimum dimensions shown in [Table 3-7](#) (the "W" Dimension is measured between the access opening return flanges), accept a minimum three-inch conduit, and the cover shall be equipped with a lifting handle.
  - Be equipped with aluminum-bodied, pressure-type lugs, with a range of #6 AWG through 250 kcmil, for termination of the service conductors. Insulated cable or bus shall be installed between the termination lugs and the test-bypass facilities.
  - Have a protective metallic barrier (16-gauge minimum) between the pull section and the customer distribution section. There shall be a 1/4-inch minimum clearance between the customer section wall and the barrier to prevent screws and bolts from protruding into the pull section.
7. Compartment covers (for example, meter cover, demand reset cover, and pull section) shall be sealable and lockable with a padlock having a 5/16-inch lockshaft.
8. Internal equipment attached to the outer walls of the enclosure shall be secured in place with devices that may not be loosened from the outside. Screws or bolts requiring special tools for installation or removal are not acceptable.
9. Pedestals serving both metered and unmetered loads, for instance, traffic signals and street lighting, must have landing lugs, with customer wire from lugs-to-bypasses (metered load) and from lugs-to-breakers (unmetered loads). A photoelectric (PE) receptacle shall be required in the meter/test bypass compartment for the unmetered service. Company will furnish and install PE controller for unmetered service.
10. Pedestal shall be structurally supported with anchors on a concrete pad.
11. For identification purposes, the numeric portion of the address must be painted with weatherproof paint on the exterior face of the portion of the pedestal facing the street or drivable surface in numbers at least one inch high.
12. A 36-inch flat concrete working space with a 2% maximum grade is required at the meter section and the utility/pull section of the pedestal. Traffic lanes shall not be considered part of the working space. Contact SCE personnel/inspector prior to installation.

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**Figure 3–28: Non-Residential, Unmetered Service Pedestal —  
0–200 A — 0–240 V — Single-Phase — LS-2A, Street Lighting Systems Only**



**Note(s):**

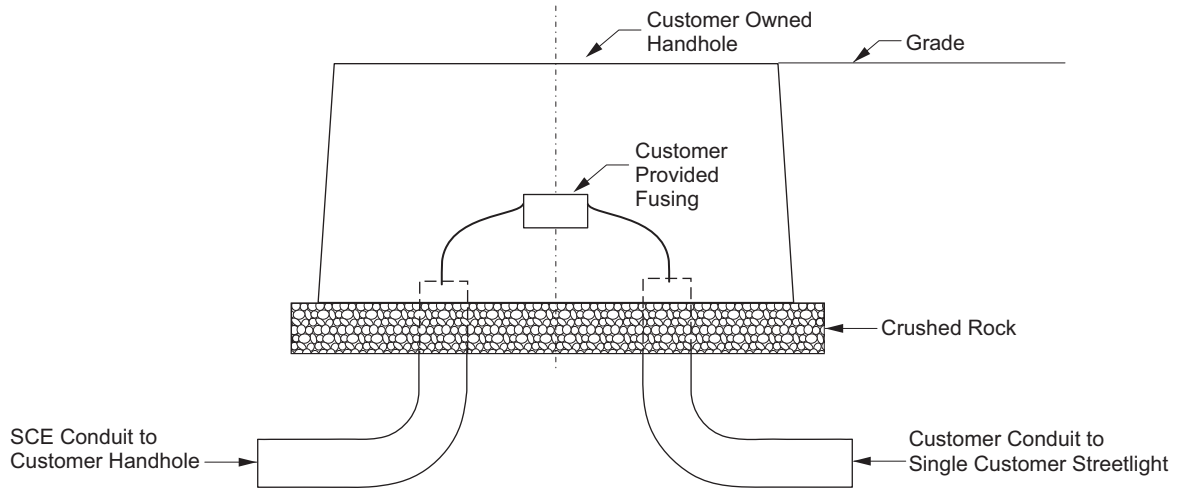
1. The terminating pull section requirements are as follows:
  - Be equipped with aluminum-bodied, pressure-type lugs, with a range of #6 AWG through 250 kcmil, for termination of the service conductors.
  - Have a protective metallic barrier (16-gauge minimum) between the pull section and the customer distribution section. There shall be a 1/4-inch minimum clearance between the customer section wall and the barrier to prevent screws and bolts from protruding into the pull section.
  - Comply with the minimum dimensions shown. The width dimension is measured between the access opening return flanges, accept a minimum three-inch conduit, and the cover shall be equipped with a lifting handle.
 

**Exception:** When the service cable pull and terminating section is accessible from either the rear or side of the pedestal by removing an 8-inch minimum width sealable panel (or panels), the removable panel (or panels) shall extend from the top of the fixed panel, and when removed, allow full access to the terminating lugs. Rigid insulated barriers are required and shall project 1/4-inch minimum beyond any energized parts when this space is reduced. Terminating lugs may be positioned either in-line or staggered and access shall be unobstructed when all service conductors are in place.
2. Compartment cover of the pull section shall be sealable and lockable with a padlock having 5/16-inch lockshaft.
3. Internal equipment attached to the outer walls of the enclosure shall be secured in place with devices that may not be loosened from the outside. Screws or bolts requiring special tools for installation or removal are not acceptable.
4. For identification purposes, the numeric portion of the address must be painted with weatherproof paint on the exterior face of the portion of the pedestal facing the street or drivable surface in numbers at least one inch high.
5. Service pedestals shall have a clear lens (window) for PE cells and face north and away from automobile headlights when possible.
6. Pedestal shall be structurally supported with anchors on a concrete pad.
7. If customer's load exceeds the 1,000-watt capacity of the PE cell, an auxiliary relay is required.
8. Customer shall furnish and install all of the material listed below:
  - PE receptacle located in the customer section of the service pedestal
  - PE Cell for unmetered LS-2A pedestal
  - Auxiliary relay (when required)
  - Disconnect device
9. A 36-inch flat concrete working space with a 2% maximum grade is required at the meter section and the utility/pull section of the pedestal. Traffic lanes shall not be considered part of the working space. Contact SCE personnel/inspector prior to installation.

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**Figure 3–29: Non-Residential, Unmetered Service —  
0–200 A — 0–240 V — Single-Phase — LS-2B, Street Lighting Systems Only**



**Note(s):**

1. LS-2B provides an unmetered point of service for a single customer owned streetlight.
2. A dedicated service shall be provided from an existing distribution system to a customer handhole.
3. Points of service shall be designed up to, and including the customer owned handhole per SCE streetlight standards.
4. Customer shall furnish and install all of the material listed below:
  - Customer Owned Handhole with Customer provided labeling
  - Duct, trench/excavation back to the distribution source
  - Cable, and other materials from handhole to streetlight
  - Other material as required
  - Photocontroller
  - Fusing per NEC standards

**Table 3–8: LS-2B Streetlight Design Requirements**

Handhole <sup>a/</sup>			Conduit	Conductor
Structure (W x L x D)	Material	Location		
13" x 24" x 15"	Plastic	Parkways and soil	1-1/2"	#8 Al duplex
13" x 24" x 24"	Concrete	Sidewalks and concrete		

<sup>a/</sup> Customer Owned Handhole.

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## ESR-4: Company-Owned Transformer on Customer's Premises

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## ESR-4: Company-Owned Transformer on Customer's Premises

### 1.0 General Information

Southern California Edison (SCE) Company requires transformers and related service equipment installations on the Applicant's premises when, SCE determines such installations are necessary. The Applicant shall provide the required space on their premises at the location approved by SCE for transformers, switches, capacitors, and electric protective equipment when required. The Applicant shall consult with the local Service Planning Office to determine the proposed transformer installation method.

In cases where SCE plans to install transformers and related equipment on the customer's premises, SCE may require the Applicant to furnish, without cost to SCE, an easement providing adequate space for SCE's lines and equipment installation.

Easement and space provisions shall maintain the required clearances between SCE's facilities and adjacent structures. This shall include adequate provision for ingress to and egress from these facilities by company employees, and shall provide truck access or other approved means for the installation, maintenance, and replacement of such facilities. Any room or enclosure provided by the customer shall comply with all applicable laws of the State of California, and/or municipal regulations of other public bodies having jurisdiction thereof, and approved by SCE.

Where SCE's transformers and other equipment are to be located on the Applicant's premises, the installation shall be made by one of the following methods, as shown in [Table 4-1](#). SCE shall approve the installation with consideration being given to the customer's demand load, suitability for the particular application, and SCE's operating and maintenance requirements. The capacity of the transformer installation shall be determined by SCE.

In general, transformer room designs shall comply with the latest requirements of:

- ! The corresponding applicable Codes and Standards, including but not limited to, the requirements of the California Electric code (CEC) and National Electric Code (NEC)
- ! The requirements of Local Authorities Having Jurisdiction
- ! SCE

The scope of compliance shall include, but not be limited to, items such as: room locations, walls, ceilings, and floor configurations and design, doorway protection, door stills/curbs, and ventilation opening locations, arrangement, size, covering, damper installation, and ducts.

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**Table 4-1: Approved Methods of Transformer Installation**

1. A pad-mounted transformer outside of the structure/building, on a pad or slab box provided by the Applicant. This is SCE's standard installation. The Applicant is required to furnish and install the required protective structures, for example, perimeter wall or barriers, as specified by SCE.
2. In an approved outdoor transformer enclosure provided by the Applicant at their expense. Such enclosure shall be furnished, installed, owned, and maintained by the Applicant. It must meet SCE's specifications and design requirements for such things as access, ventilation, drainage, fire protection, and grounding system.
3. In an approved transformer room located inside a building. The Applicant will provide the room at their expense. The room on the Applicant's premises shall be furnished, installed, owned, and maintained by the Applicant. It must meet all the requirements of the Local Authority Having Jurisdiction and all applicable SCE's requirements and specifications. See Section 4.0 for transformer room requirements. The maximum size transformer for this type of installation shall not exceed 2500 kVA.
4. Subsurface transformer in a subsurface enclosure provided that it is not technically feasible to install a pad-mounted transformer on the customer's property, or installations in the public property and public rights-of-way where the local governments create insurmountable obstacles for above-ground equipment. This type of installation shall be provided by the customer at their expense.
5. On a pole-type structure, for transformer installations of 500 kVA total or less.
6. Single SCE-Owned Customer Substation. When SCE elects to supply a customer from a transmission line and install an SCE-owned substation on Applicant's Premises, Applicant shall furnish, install, own and maintain at its expense the necessary site improvements as specified by SCE for the proper installation of the transformer. Such improvements shall include, but are not limited to, a concrete pad or foundation, grounding system, fences and gates, access road, grading, and paving as required, and so forth. SCE will furnish detailed information on SCE's requirements for a single customer substation.

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## 2.0 Pad-Mounted Transformers and Related Service Equipment

Where using pad-mounted equipment, installations shall be made in accordance with applicable SCE rules, procedures and requirements, including state and local codes and ordinances.

The Applicant shall furnish and install SCE approved pads or slab boxes at the Applicant's expense. Consult the SCE Service Planning Department for structure specifications and installation requirements.

SCE shall specify locations for the pads and slab boxes. [Table 4-2](#) identifies the general locations for these structures.

**Table 4-2: Pad-Mounted Transformers — General Locations**

General Requirements for Placement of Pads and Slab Boxes
1. A clearance of at least eight feet must be maintained on the door side of any pad-mounted transformer or switch for operating purposes. This clearance shall be measured from the edge of pad or back of access opening.
2. A clearance of at least three feet must be maintained on the non-door side of any pad-mounted transformer or switch. This clearance shall be measured from the edge of the pad.
3. A horizontal clearance of 12 inches must be maintained from the edge of the pad or slab box to projections of the building foundation or other building projections.
4. Transformers cannot be placed directly in front of or beneath windows that can be opened, entryways, or stairways.
5. Transformers will not be exposed to damage from vehicular traffic. Where exposed to such damage, protective barriers will be required. See <a href="#">ESR-3</a> for barrier details.
6. For multiple pad-mounted equipment installations, a clearance of at least three feet must be maintained between units to allow air ventilation/circulation.
7. Whenever possible, place pad-mounted structures and equipment away from areas with frequent irrigation to help prevent future corrosion.

### 2.1 Service Equipment


Service equipment installations shall be made in accordance with the applicable sections of these Electrical Service Requirements. See [ESR-5](#) for EXO installations and [ESR-6](#) for switchboard designs and installations below 600 V.

Service equipment locations must have SCE approval prior to the installation of any equipment. Where equipment is improperly installed without SCE approval, any necessary modifications shall be made at the Applicant's expense. See [ESR-5](#) for prohibited meter locations.

### 2.2 Service Connections

Install a service entrance busway when more than three overhead service-entrance conductors per phase are necessary. See [ESR-2](#) and [ESR-7](#) for busway details. The height of the busway above grade and the busway-service head location shall be specified by SCE. Unsupported busway shall extend a maximum of 30 inches inside the vault or enclosure.

SCE will furnish and install the necessary terminal lugs and fittings for its wires or cables. SCE will make the connections to its facilities and the customer's service-entrance conductors or busway.

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### 2.3 Grounding

The Applicant shall furnish and install all grounding materials. Consult the local Service Planning Office for information on specific details and installations.

### 3.0 Outdoor Transformer Enclosures

Outdoor transformer enclosure installations shall comply with the latest requirements of:

- ! Applicable codes and standards, including but not limited to, the requirements of the CEC and NEC
- ! The requirements of local authorities having jurisdiction
- ! SCE

The Applicant shall, at their expense, provide and maintain a concrete pad or foundation of such dimensions and specifications required by SCE.

Enclosures are required when the installation of SCE transformers, other than pad-mounted or subsurface transformers, are to be installed outdoors.

#### 3.1 Walled Transformer Enclosures

When the Applicant desires or SCE requires that the SCE's transformers and switching equipment are to be installed in an outdoor walled enclosure surrounding or in conjunction with the concrete pad or foundation specified in the foregoing, and such installation has been approved by SCE, the Applicant shall, at their expense, provide the pad or foundation and the walled enclosure, together with any protective overhead screen, ground electrodes or other components required by SCE. All dimensions and details of construction of the pad or foundation and the walled enclosure shall be approved by the Local Authority Having Jurisdiction and SCE.

The enclosure shall comply with the Electrical Safety Orders of the State of California, and/or with all applicable laws of the state, municipal regulations, or regulations of other public entities having jurisdiction.


Where the customer has complied with these requirements, SCE will complete the installation consisting of but not limited to: the transformer, primary and secondary conductors, terminations and cable racks, and other associated service equipment.

#### 3.2 Fenced Transformer Enclosures

Where fenced transformer enclosures are used, the Applicant shall, at their expense, furnish and install a fenced enclosure and the required equipment supporting structures in accordance with the requirements referred to above in [Section 3.0](#)

Normally, fenced transformer enclosures shall be located at least 6 feet from all buildings, but may be less than 6 feet from buildings provided:

- ! The adjacent building walls are of three-hour fire-rated construction.
- ! The customer has installed protective mesh-type fencing, specified by SCE, on the roof of the building above and along all walls which are less than six feet horizontally from the transformer enclosure.
- ! All clearances specified in these above requirements are maintained.

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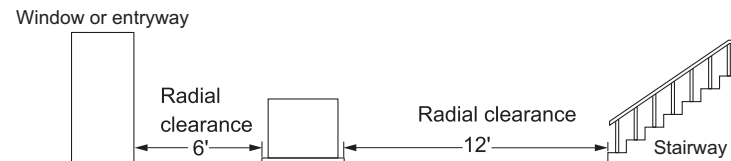
High-voltage supply conductors from SCE's lines to an outdoor fenced transformer enclosure can be installed overhead or underground. Where overhead supply is undesirable, is not practical, or is not in accordance with local ordinances, underground supply conductors shall be installed in accordance with SCE's rules governing the supply of underground service.

Service shall be taken from the enclosure by means of overhead busway, overhead conductors in rigid conduit, or underground conductors in conduit. The supply end of any service raceway shall terminate within the enclosure at a location and in a manner specified by SCE.

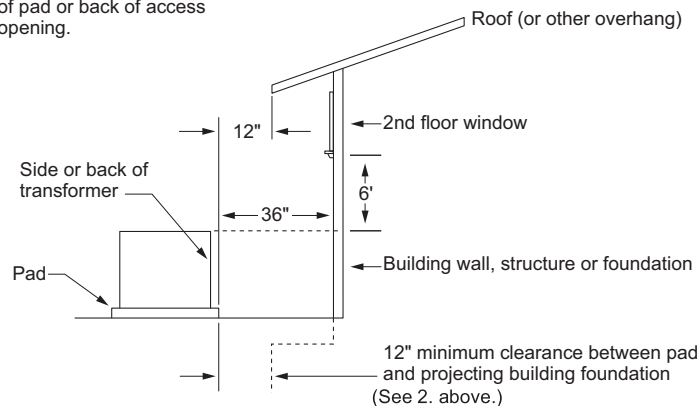
The details of design for each service installation shall be approved by SCE prior to the start of construction. Contact the local Service Planning Office for details.

### 3.3 Pad-Mounted Transformer Locations

Transformer structures will normally be installed only in non-traffic areas. Transformer protection is required when Company equipment is exposed to traffic. This protection may be in the form of barriers, barricades, or curbs. A curb must have a minimum height of 6 inches and be at least 6 inches thick, and its front face located 60 inches minimum from the equipment foundation.



**Note:** An 8' minimum clearance is required on the door side of transformer for operation. The 8' clearance shall be measured from the edge of pad or back of access opening.



**Note(s):**

1. Distance from window or doorway to the edge of the pad shall be 6 feet.
2. Distance from edge of first step to the edge of pad shall be 12 feet.

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#### 4.0 Customer-Owned Transformer Room (COTR)

Prior to designing an indoor transformer room, see [Table 4–1](#) for the preferred transformer locations. A pre-construction meeting is required with an SCE Inspector prior to start of construction. COTR drawings shall meet SCE requirements. When Customer Owned Transformer Rooms (COTR) are designed or constructed without consideration to SCE requirements and or SCE was not contacted in advance, the Applicant / Customer shall be responsible for all modifications and their associated cost of complying with SCE requirements.

Indoor transformer room installations shall comply with the current requirements of:

- ! The corresponding applicable Codes and Standards, including but not limited to the requirements of the CEC and NEC
- ! The requirements of the Local Authorities Having Jurisdiction
- ! SCE

Transformer rooms shall be a dry environment and located at/or below ground level of a building that are free from any potential flooding. Rooms located no more than one level below grade shall be completely contained within the building foundation and designed to prevent water intrusion.

##### RESPONSIBILITIES OF APPLICANT

Refer to ESR-9:Appendix B Customer -Owned Transformer Room (COTR) Reference.

##### RESPONSIBILITIES OF SOUTHERN CALIFORNIA EDISON


SCE shall provide and install the following materials per applicable tariffs:

- Primary cables and associated components
- Primary cable racks (as required by SCE) and associated components
- Secondary cables from the busway service head to the secondary side of the transformer
- Racking secondary cables from BART pad to the transformer room wall (as required by SCE). BART pads do not apply to newly constructed COTRs.
- Apparatus equipment, for example, transformers and/or switches
- BART pad (as required by SCE). BART pads do not apply to newly constructed COTRs.
- Padlock for door

SCE shall review and approve a preliminary red line drawing prior to the construction of the room. All structural drawings to include a California licensed Structural Engineers stamp and signature. Detail drawings to show equipment with clear path from entry way and method of installation as well as removal of equipment (e.g. hoist system, crane, etc.). SCE will not de-energize, relocate or go above other equipment to install or replace equipment. Drawings are based on switchgear pull section ratings, which dictates number of conduits and the concrete structure sizes (e.g. slab box, etc.). The number of conduits correlates with the underground structure size. Loading dictates cable and transformation. Drawings to show location of inserts. Coordinate with an SCE Inspector and Planner for direction.

Once the red line drawing is approved, SCE will return the final design and associated specification sheets to the Applicant for their use in the construction. It is the responsibility of the Applicant to notify SCE of any design or construction changes in a timely manner. SCE will review and approve these changes before the Applicant can proceed with the design or construction of the room.

The Applicant shall contact the SCE Planning Department prior to the construction of the transformer room. SCE will inspect the transformer room during construction to assure the proper installation and placement of various items, for example, pulling eyes, required to ensure a safe

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working environment. SCE will not install equipment until the room is complete, the work area is clear of any debris, and all the requirements are met. SCE will accept and sign off the room before any equipment installation.

The room shall be large enough to accommodate all necessary equipment capable of supplying 100 percent of the required service capacity.

Any pipe or duct system that is not part of the electrical service installation shall not enter or pass through the transformer room. However, piping or other facilities provided for room transformer cooling and associated equipment shall be considered part of the electrical installation. Fire sprinklers, fire equipment, and fire suppression are not allowed inside the transformer room.

Surface-mounted rigid electrical conduits and receptacles are allowed provided they are approved by SCE and Local Authority Having Jurisdiction.

The equipment operating and clearance space requirements will dictate the minimum room dimensions. Consult the SCE Planning Department for equipment operating and clearance space requirements.

The Applicant shall furnish a grounding provision, in accordance with the NEC. Grounding installation must have the SCE Inspector on-site during construction. The Applicant shall install one of the following:

- **Preferred** — A minimum of two 5/8" × 8' ground rods (with four-inch exposed above finish floors). The two ground rods shall maintain a minimum of six feet separation, or install a ground rod at each end of the structure.
- **Alternate** — 4/0 insulated copper conductor encased in a two-inch minimum concrete dropped down for connection to two 5/8-inch copper clad ground rods where building is slab on grade.

SCE shall install 4/0 AWG bare copper wire (minimum) ground/neutral bus encircling the transformer room. SCE shall connect the ground rods to the ground bus using #2 AWG strand bare copper.

The Applicant shall install GFCI receptacles.

The Applicant shall be responsible in providing the necessary provisions to comply with Federal, State, or Local requirements related to potential contamination.

Any service equipment and other related equipment owned by the Applicant, as well as any room, enclosure, or lifting facilities for the installation of transformers and associated equipment shall conform to applicable laws, codes, and ordinances of all Local Authorities Having Jurisdiction.

#### 4.1 Walls, Ceilings, and Floor Requirements

Provide a 3-hour fire-rated concrete reinforced structure, including room walls, floor, and ceiling. Cover all exposed structural steel with three-hour fire-rated flameproof material. Intake and exhaust vents must have three-hour fire louvers. Contact the Local Authority Having Jurisdiction for any other design or construction requirements.

The Applicant shall provide for adequate natural ventilation or forced ventilation, as required by the Local Authority Having Jurisdiction and SCE. A minimum of two sets of 24"x24" openings for placement of ventilation louvers (one for intake and one for exhaust) is required. If the customer's Mechanical Engineer requires a larger area than the 24"x24" ventilation louvers, multiple 24"x24" louvers shall be used. No custom design ventilation systems are allowed. All mechanical drawings shall include a California licensed Mechanical Engineer's stamp and signature. Vents require 120V outlet within 2 feet of the vents with a GFCI outlet at each louver. Vent locations shall be provided on the drawing. Ventilation shall exhaust to the outside of the COTR. Height of Vents shall be located 10

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feet from floor to the bottom of the vent. Ventilation system shall not affect pedestrians or the public. The Customer's mechanical engineer shall determine the ventilation flow requirements. The customer shall provide the fire damper louvers and the screen. The blowers are provided and installed by SCE.

All anchorage/equipment support shall be in accordance with governing building code requirements.

The Applicant shall install coil inserts for pulling eyes in accordance with the requirements of the Underground Structures (UGS) manual, AC 720. Pulling irons are not allowed.

Design the structure into which the coil inserts are anchored to withstand the potential loadings induced into the structure through the coil inserts. Install the coil inserts for the pulling eyes 36 inches above the finished floor with four inches of clear space between the steel and wall surface. The pulling eyes shall be installed directly across the equipment door opening and conduit entrance. Coordinate with an SCE Inspector and Planner for direction.

The room shall support the total weight of SCE equipment plus 2,000 pounds. Room height shall be a minimum of 12 feet from the floor to the bottom of retracted hoist hook. Depending on equipment and required clearances, the room height may increase.

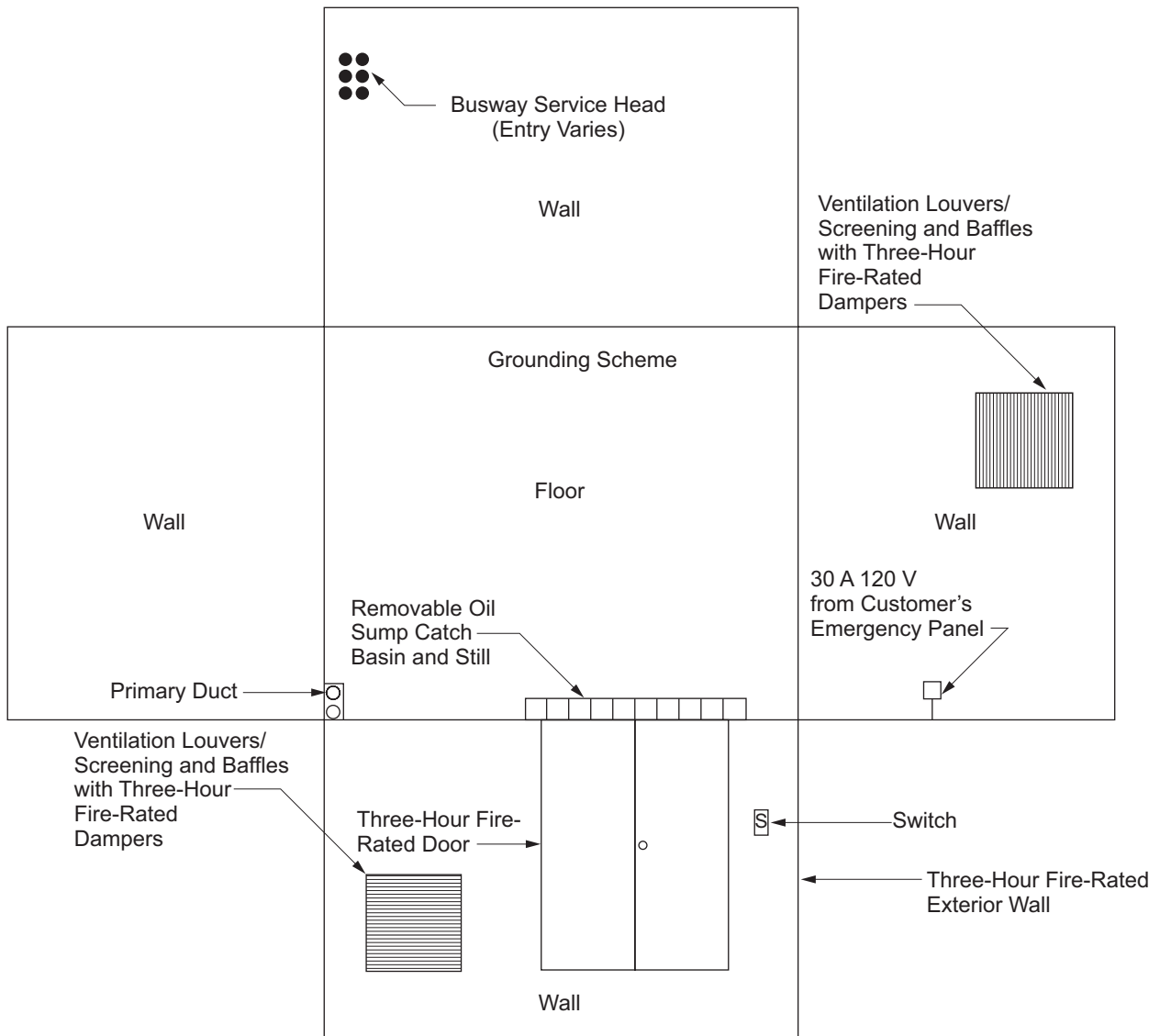
Space below the COTR is considered an extension of the room that shall be protected from vehicular traffic (e.g. bollards).

All walls and ceilings of the transformer room shall be painted white.

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See [Figure 4-1](#) for Transformer Room Plan.

**Figure 4-1: Transformer Room Plan View (Typical)**



**Notes:**

- ! Customer shall provide a sump to contain any oil leaks from equipment.
- ⚡ Type of flooring shall be poured in place reinforced concrete. All structural drawings to include a California licensed Structural Engineer's stamp and signature.
- ⚡ A minimum of two sets of 24"x24" openings for placement of ventilation louvers (one for intake and one for exhaust) is required. If the customer's Mechanical Engineer requires a larger area than the 24"x24" ventilation louvers, multiple 24"x24" louvers shall be used. Vents require 120V outlet within 2 feet of the vents with a GFCI outlet at each louver. Height of Vents shall be located 10 feet from floor to the bottom of the vent. Refer to section 4.1 for complete ventilation requirements.
- ⚡ Customer shall show location of the bus head with the height of 5' minimum & 6' maximum, to the bottom hole of the terminator. All working clearances shall be maintained.
- ⚡ Drawings shall be to scale and include a detail plan view, showing floor, ceiling, and walls. Concrete Masonry Unit (CMU) walls are not allowable for the construction of the COTR.

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Refer to ESR-9: Appendix B for COTR Reference. Transformer Room Equipment and Personnel Access

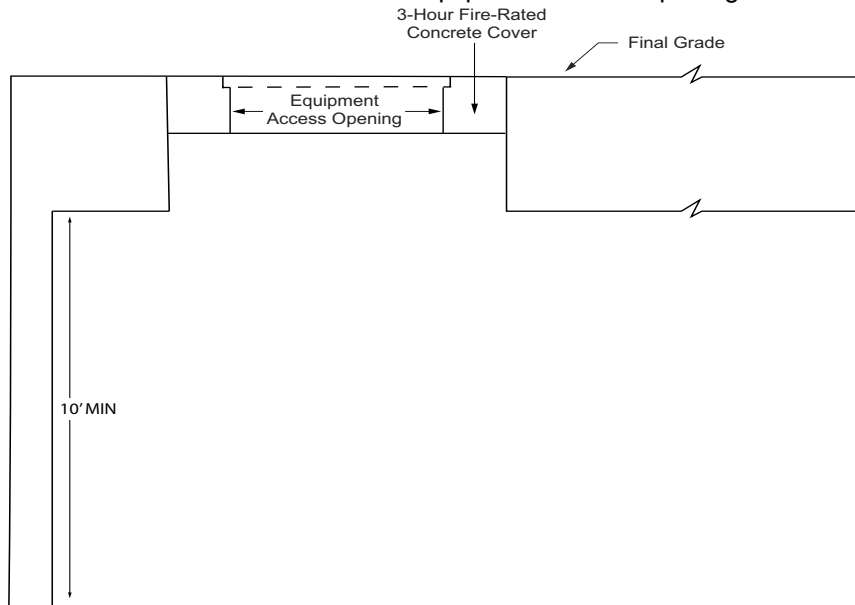
**A. Equipment Access at and Below Grade Level**

Equipment access at grade level is through a three-hour fire-rated equipment door accessible for 24-hours to authorized SCE personnel, for example, street, parking lot, driveway, or loading ramp/dock.

The equipment access path shall have an open air space (16 feet minimum vertical clearance) for boom truck access and shall be accessible to SCE trucks at all times. A clear access path must be maintained.

Equipment access below grade level is through the ceiling hatch that allow for the equipment to be lowered into the room (see Figure for details). The customer shall provide a removable three-hour fire approved concrete cover. Clearance over hatch shall be open and free of any overhangs. Transformers up to 500kVA shall have a hatch opening of 8 feet x 8 feet minimum. Anything above 500kVA shall be 8 feet x 10 feet. The customer is to provide a detailed plan/exhibit that is stamped by a California Licensed Structural Engineer.

**Transformer Room Side View Equipment Access Opening below Grade Level**



**Note(s):**

1. Equipment size shall determine minimum access opening. Contact the Local Planning Department for specifications of apparatus equipment size and dimensions.
2. For newly constructed COTRs, Capacitors, BURD transformers and BART Pads are not allowed.

Transformer installations at locations requiring special lifting equipment (where forklift or crane accessibility are not available) to install or remove SCE equipment on the customer's premises will require the Applicant to provide such lifting equipment at their own expense. The special lifting equipment shall be able to lift the maximum equipment weight provided by SCE.

The Applicant shall do the following:

- Furnish, install, own, and maintain permanent lifting equipment or,
- Provide (or pay for) portable lifting equipment acceptable to SCE for installing or removing the transformers and associated equipment.

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- Provide type of mechanical hoist system, with dimensions and the manufacturers specifications, on COTR drawing. Hoist system selected will affect the height of the room.

**B. Personnel Access Door (Man Door) and Equipment Doors**

The Applicant shall provide location of equipment doors and personnel door on the drawings. Equipment door opening shall accommodate two 4' wide x 10' height doors. Doors shall maintain a 3-hour fire rating. All doors shall swing outwardly and be equipped with panic bar hardware. Roll-up doors are not allowed. Installation of door sill requires rubber gasket and shall be removable. The equipment door will have a heavy hasp; SCE supplies the padlock.

**4.2 Primary Cable and Conduits**

SCE will determine the size and number of primary conduits.

For safety purposes and for cable protection, the cables shall not be on the floor. Incoming primary conduit to comply with SCE standards.

**4.3 Secondary Cable Configuration**

For safety purposes and for cable protection the cables shall not be on the floor. Secondary Cable trench is required. Primary & secondary need their separate cable trench.

**5.0 Subsurface Transformers in a Subsurface Enclosure**

The Applicant shall furnish and install subsurface enclosures when subsurface transformers are used, on public property or public rights-of-way or otherwise requested by governing agencies, at the Applicant's expense. Consult the local Service Planning Office for enclosure specifications and all installation details.

**6.0 Transformers on Pole-Type Structures**

In cases where installations of SCE's transformers are on a pole-type structure(s), SCE can erect such structures. Service from this structure(s) will be supplied in accordance with SCE's rules governing overhead or underground service connections and the following requirements:

- For overhead service, locate the pole-type structure(s) no more than 12 feet from the point-of-service attachment on the customer's building or structure. SCE will designate this location.
- The maximum service capacity from a pole-type structure(s) shall be limited to 500 kVA for each riser on the pole.

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## ESR-5: Meters — EXO Installations

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## ESR-5: Meters — EXO Installations

### 1.0 Single-Phase and Three-Phase Meters and Metering Equipment

All Externally Operated (EXO) meter installations shall comply with the Electrical Service Requirements of the Company, along with the rules and regulations of electrical inspection authorities having jurisdiction, and with all applicable governing laws and ordinances.

If any question arises concerning these requirements, contact a local Service Planning Office. See [Table 5-1](#) for the addresses and phone numbers of these offices.

Whenever any electrical service wiring is installed, provisions shall be made for the installation of metering equipment complying with these requirements. Existing service equipment, that in the opinion of the Company is satisfactory and adequate for the application, may be reused.

Meters will be installed by the Company when the necessary metering facilities are provided and the installation has been approved for service by the local electrical inspection authorities. Meters will not be installed on any installation that does not meet the requirements of the Company or which is considered hazardous.

Unauthorized persons are prohibited from altering or changing, in any way, a meter or its connections. All enclosures and raceways on the line side (unmetered) or housing metering equipment shall be sealable. Meter seals shall not be broken by anyone except an authorized Company employee.

Service equipment exposed to the weather shall be National Electrical Manufacturing Association (NEMA)—3R, rain-tight.

For the purpose of these specific requirements, a customer installing their own wiring will be considered the electrical contractor.

For the purpose of these requirements, when one meter registers the current supplied to more than one single-family residential occupancy, it shall be considered a commercial installation.

See [Section 12.0](#) through [Figure 5-36](#) for bonding and grounding requirements.

### 2.0 Meter Sockets

Every new service installation shall be equipped with an approved meter socket and sealing ring together with its supporting raceway or box where these are required. These items shall be furnished and installed by the electrical contractor.

All meter fittings shall be mounted on a substantial support in a true vertical position.


When meters are in place, meter-socket terminals shall be inaccessible and meter-mounting panels shall be nonremovable.

Where a self-contained “A” base meter is in place, and the meter is relocated on the same building or an increase in load requires the installation of larger service conductors or a larger raceway, a new meter panel or switchboard shall be installed.

Meter sockets equipped with circuit-closing devices shall not be installed. Ringless-type socket enclosures shall not be installed. Any such equipment installed shall be replaced at the customer’s expense, prior to the Company providing service.

See [Table 5-4](#) and [Figure 5-3](#) for meter socket terminal arrangements.

All new sockets for self-contained metering applications shall be listed by a recognized testing laboratory, for example, Underwriters Laboratories, Inc. (UL), Canadian Standards Association (CSA), and so forth. Residential meter panels may have a maximum ampere rating of 125 A,

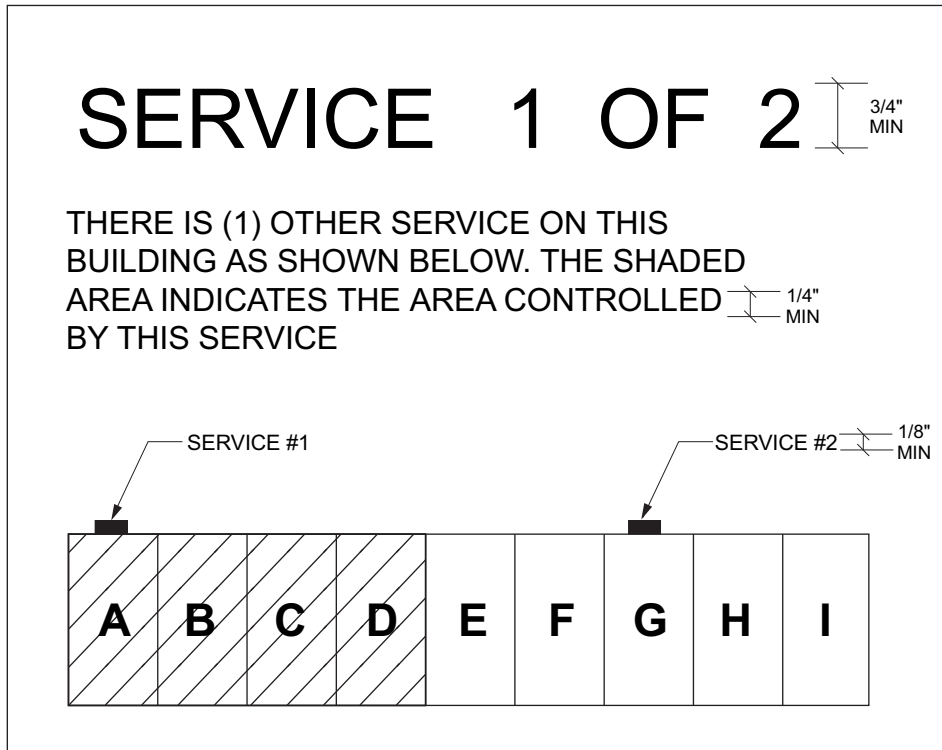
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225 A, or 400 A (see [ESR-3](#)). Factory-wired safety socket boxes shall have maximum continuous duty ratings of 100 A or 200 A. See [ESR-3](#), [Figure 5-8](#) and [Figure 5-9](#) for factory-wired safety socket box requirements.

When a service installation does not serve an entire building, the installation shall be permanently marked by the contractor to indicate the portion of the premises served (see [Figure 5-1](#)).

See [ESR-6](#) for details of meter-socket panel installations in switchboard service sections.

**Figure 5-1: Typical Plaque/Directory Specifications**




**Note(s):**

1. The plaque or directory required shall be metal or plastic, with engraved or machine-printed letters, or electrophoto plating, in contrasting color to the plaque. The plaque shall include a plate map of the entire building and shall be attached to the service disconnect with POP<sup>®</sup> rivets, screws, or epoxy.

**3.0 Meter Switch**

For each and every meter, the contractor shall furnish and install a switch, or other approved disconnecting means with overcurrent protection. This is referred to as the "Meter Switch." It shall be installed at the same location and directly adjacent to the metering and service equipment. The meter switch shall control all of, and only, the energy registered by that meter. Where permitted by local code or ordinances, the meter switch may consist of a group of switches or breakers per National Electric Code (NEC) 230-71. A separate meter switch will be required for each separate service of any group where the loads are totaled by a single meter.

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### 3.1 Number of Switches

Every meter or service shall be furnished with a meter switch as described in [Section 3.0](#). The NEC allows up to a maximum of six switches or disconnects to constitute the main overcurrent device for a single commercial or industrial service. A residential service may have a maximum of two switches or disconnects for each single-family service.

### 3.2 Sequence

Every meter switch installed on an individual service less than 600 V shall be on the load side of the meter or metering equipment. For service over 600 V, see [ESR-7](#).

## 4.0 Main Service Disconnect — Multiple Metering

A main disconnect may be installed on the line side of groups of two-to-six meter sockets, safety socket boxes, instrument-transformer boxes, or switchboards where each meter has a single meter switch.

A main disconnect shall be installed on the line side of a group of more than six meter sockets, safety socket boxes, instrument-transformer boxes, or switchboards. A main disconnect shall be installed in all remote meter rooms.

A main disconnect shall be installed on the line side of groups of two-to-six meter sockets, safety socket boxes, instrument-transformer boxes, or switchboards where groups of switches, circuit breakers, or disconnects that constitute the meter switch, and the total number of switches or disconnects exceeds six.<sup>1/</sup>

The main disconnect may be a fused switch or a circuit breaker. Where fuses are installed, the Company is not responsible for their replacement. Main disconnect enclosures containing unmetred conductors shall be sealable.

### 4.1 Meter Disconnects

Meter disconnects supplied from instrument-transformer compartments shall be capable of being locked in the open (OFF) position.

### 4.2 Locking Provisions


Locking provisions may be:

- A. A lockout device that is incorporated as an integral part of each meter disconnect
- B. A lockable cover for each meter disconnect where the lock prevents the operation of the disconnect and prevents removal of the cover
- C. A lockable cover for multiple meter disconnects where the lock prevents the operation of any of the disconnects, prevents removal of the cover, and all disconnects are supplied from a single instrument-transformer compartment

### 4.3 Fused Disconnects

Items (A), (B), and (C) above shall be permitted to be accomplished by a maximum of two locking provisions per disconnect. For fused disconnects, the fuse access cover shall be lockable when the disconnect is locked in the off (OPEN) position. All locking provisions for

<sup>1/</sup> In all installations listed above, the service disconnect shall be installed at the same location and directly adjacent to the meter and service equipment.

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disconnects rated less than 400 A shall accept a lock shank of not less than 1/4 inch. All locking provisions for disconnects rated 400 A and above shall accept a lock shank of not less than 5/16 inch.

## 5.0 Metering Equipment Installations

The centerline of any meter socket shall not be more than 6'-3" or less than 4 feet above the standing and working surface. The only exception to the maximum and minimum meter heights that is the minimum height of a meter may be reduced to 3 feet when the meter has been enclosed in a meter room, multiple-meter closet, or commercial meter pedestal. Mobile home service pedestals may be reduced to 3 feet in height above the standing and working surface. Also, where local ordinance dictates a maximum height requirement for equipment located in franchise areas and the minimum meter height of 4 feet cannot be attained, the minimum meter height may be reduced to 3 feet for an exposed meter when a safety socket box with factory-installed test-bypass facilities is mounted and secured to the outside of an enclosure or cabinet (traffic controller, fiber optics, or wireless equipment enclosures).

The minimum meter clearance and work space permitted between other meters and sidewalls, ceilings, tops, bottoms, and other obstructions shall be as illustrated in [Figure 5-4](#) and [Figure 5-5](#).

The minimum inside dimension depth of any closet or enclosure for single-phase residential meters shall be 7 inches from the face of the meter panel. The minimum inside dimension depth of any enclosure for all other meters shall be 11 inches from the face of the meter panel. The maximum inside dimension depth of recess for all meters shall be 12 inches from the face of the meter panel. See illustrations in [Figure 5-6](#).

A level standing and working surface that is entirely on the property served, must be clear and unobstructed, at least equal to the width and height of the meter space (but not less than 36 inches wide and 6'-6" high) and extending at least 36 inches from the meter mounting surface. It shall also be provided when meters are enclosed in a cabinet or enclosure. The clear space shall extend at least 36 inches from the outer face of the cabinet or enclosure (see illustrations in [Figure 5-5](#)).


## 6.0 Meter Locations

All metering facilities shall be located to provide 24-hour access, and preferably be on the exterior building wall.

The local Service Planning Office shall be contacted to approve the location prior to the installation of meter/service equipment. Any service equipment that has been installed without prior Company approval shall be modified or relocated at the customer's/contractor's expense.

Where it is determined that all current and future metering facilities are to be installed on an exterior wall, and adequate wall space in an approved location is not available, the builder or architect shall provide a meter closet or illuminated meter room with approved exterior access (roll-up doors are not acceptable) in which all of the required meter and service facilities may be properly installed. When meters or metering equipment are installed in a lockable enclosure, a lock-box (provided and installed by the Company) shall be permanently secured to the outer surface of the enclosure/door in a permanently accessible location. The customer shall provide a key for the meter enclosure/room door, to the local Service Planning Office prior to delivery of service. This key is to be housed in the lock-box for future utility access.

For all single- and three-phase self-contained meter installations with individual meter switches rated 200 A and below, serving any single- or multiple-occupancy building (including condominiums in common tenancy and townhouses developed with common areas), the meter and service equipment shall be grouped in one readily accessible central location. When existing

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meter and service equipment have been established for a building, additional meter and service equipment shall be located with its existing equipment. Consult the Service Planning Office for assistance in determining acceptable meter and service locations.

For townhouse developments where commonly-owned property is not available, individual services may be provided to each townhouse unit.

For any single- or multiple-occupancy building, when the individual meter switch exceeds 200 A, consult with the local Service Planning Office for acceptable service equipment and meter locations.

No meter or service equipment shall be installed within any individual residential occupancy, in any type of single- or multiple-occupancy building; within any individual commercial occupancy that it does not serve; or in any location prohibited as identified in [Table 5-3](#).

[Table 5-1](#) identifies the type of occupancy for meter installations.

**Table 5-1: Meter Location per Type of Occupancy**

Item No.	Description
1.	<b>Dwellings or Apartments</b> — Meter and service equipment shall be installed on an exterior wall or exterior meter closet and so located that the meter and service equipment will be accessible without entering the building. Meter locations shall be selected so that 24-hour access is provided, or as otherwise agreed to by SCE and future building or other structural changes; for instance, fences, patio enclosures, and so on, are not to make the metering facilities inaccessible.
2.	<b>Single-Story Buildings</b> — Meter and service equipment may be installed inside a building when located in an illuminated meter room directly accessible from the outside and readily accessible 24-hours a day or as otherwise agreed to by SCE.
3.	<b>Multi-Story Buildings</b> (other than dwellings or apartments) — Meter and service equipment shall be installed as required for single-story buildings.
4.	<b>High-Rise, Multiple-Occupancy, Residential Buildings</b> — SCE may establish more than one meter room location for groups of individual metering facilities for buildings seven stories or taller. See <a href="#">Table 5-3</a> for sequence of meter room locations and metering facilities. All meter room locations shall have 24-hour access to metering facilities.

**METER ACCESS**

Access shall be through a door (roll-up doors are not acceptable) on the building exterior, opening directly into the electric meter room that provides 24-hour access.


Characteristics of a building design could restrict meter location options. An order of preference shall be used to evaluate and approve meter/metering equipment access. This order of preference is to provide direction for Planners and Design Service Representatives in determining meter/metering equipment location.

Metering facilities and related service equipment are preferred to be located on the exterior of buildings and/or structures to provide immediate access.

If exterior locations become unavailable, then customers may install metering facilities inside a meter closet recessed within the exterior structure wall and accessible from the exterior.

The customer may install metering facilities inside a building or structure within an approved meter room. This meter room and location must be approved by the Company in advance of construction. The customer shall provide an access door on the building exterior that allows access directly into the meter room. A Company-provided lock-box will be provided to allow Company access directly into the meter room.

If an access door directly into the meter room is not provided, then immediate and non-hazardous access to the meter room shall be required through entrances and areas used during normal business hours. In addition, an exterior door in close proximity to the meter room location shall

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also be required for installation, replacement, and maintenance of utility service-entrance cables and equipment. A local telephone number shall also be readily posted for emergency access during nonbusiness hours to electrical service equipment located within a meter room without direct exterior door access.

In certain cases, the customer may be required by the NEC to provide two entrances into a meter room. This is a code issue between the customer and the local authorities having jurisdiction.

When meter access problems result due to metering equipment being improperly located, and the Company had not approved the location, the customer at their expense will be responsible for all modifications.

If, at any time, the Company determines a meter access problem exists, or may exist due to fences, building additions, shrubbery, dogs, hazardous materials, and so on, the customer at their expense shall relocate the metering facilities to a new location acceptable to the Company.

For single-family dwellings only, an acceptable remote meter reading device may be installed. Installation of this device(s) will be made by the Company. This option is available for 100 A and 200 A residential services only.

**Table 5-2: Prohibited Metering and Service Equipment Locations**

*Table Note:* The local Service Planning Office shall be contacted prior to the installation of any meter/service equipment. Any service equipment that has been installed without prior Company approval shall be modified or relocated at the customer's/contractor's expense. No metering or service equipment shall be located in any of the places listed below.

Item No.	Location to Avoid
1.	Any place where moisture, fumes, or dust may interfere with their operation or cause damage. The metering equipment may be enclosed to prevent any such result. Contact the local Service Planning Office for specific details.
2.	Any elevator shaft or hatchway
3.	Any room containing elevator equipment
4.	Any substation or transformer vault, unless such metering equipment is in an enclosure that is effectively barred from the high-voltage compartment and contains no bare or exposed live parts
5.	Behind any switchboard having bare or exposed live parts, unless such meter is located at least 5 feet from such parts and is effectively barred therefrom
6.	Any projection room
7.	Any hazardous location or locations where employees would need to pass through a hazardous area to gain access to metering or service equipment
8.	Attic or any place not in general use
9.	Show window or behind a sales counter
10.	Rest, shower, bath, or toilet room
11.	Directly over any door, window, stairway, ramp, step, or stairs
12.	Directly over or 18 inches horizontally from a gas meter or plumbing fixture that extends more than 6 inches out from the wall (see <a href="#">Figure 5-4</a> ).
13.	Mechanical or other type of room or structure that contains motors, valves, or any piping that is under pressure
14.	Balcony, mezzanine floor, or other elevated location (unless approved by the Company) <sup>a/</sup>
15.	Any underground vault or other depressed location (unless approved by the Company) <sup>a/</sup>
16.	On any surface subject to excessive vibration as determined by the Company
17.	Garage, carport, breezeway, or patio that may be enclosed
18.	On, or recessed in, any wall in a school building accessible to student traffic; also, meters are not permitted in school hallways
19.	On, or recessed in, any wall or structure with less than 3 feet of clear level work space in front of the metering equipment or its enclosure(s). <b>Note:</b> This space shall not be impeded by property lines, public thoroughfares, alleys, driveways or walks.

**Table 5–2: Prohibited Metering and Service Equipment Locations (Continued)**

*Table Note:* The local Service Planning Office shall be contacted prior to the installation of any meter/service equipment. Any service equipment that has been installed without prior Company approval shall be modified or relocated at the customer's/contractor's expense. No metering or service equipment shall be located in any of the places listed below.

Item No.	Location to Avoid
20.	Inside any building, unless located within an acceptable meter room that has 24-hour access. A chain-link fence is not acceptable as a separating meter room wall.
21.	Any location not readily accessible 24 hours a day for meter reading, maintenance, or replacement of the metering/service facilities
22.	Any area protected by alarm systems, security gates/doors, guard dogs, and so on, unless approved by the Company
23.	On mobile homes or trailers <sup>b/</sup> Exceptions: a. Temporary mobile school buildings b. Residential mobile homes: <ul style="list-style-type: none"> <li>• Located on an individual private lot (not mobile home parks)</li> <li>• Where units are a minimum of 10 feet wide</li> <li>• Where units installed on a permanent foundation system defined by California Code of Regulations Title 25 as: <i>"A foundation system is an assembly of materials constructed below, or partly below grade, not intended to be removed from its installation site, which is designed to support the mobile home and engineered to resist the imposition of external natural forces."</i> A State HUD Form 433 (A) must be submitted to the Company as proof of compliance with these requirements.</li> </ul> <b>Note:</b> Only underground service will be provided.
24.	Within the fenced portion of a freeway
25.	On Company poles, either jointly or solely owned, except for city agencies with Company approval, or in locations where employees would need to pass through hazardous areas to gain access to metering or service equipment

<sup>a/</sup> These locations must be accessible by a stairway of normal tread and rise. A stairway of normal rise (4 inches to 7 inches) and run (11-inch minimum), and conforming to building code requirements, is acceptable. Entrance to the location shall be through a vertical doorway not less than 36 inches wide and 78 inches high or through an access way approved by the Company.

<sup>b/</sup> These requirements do not apply to modular/factory-built homes. These types of structures will be served the same as any framed (stick-built) home.

## 7.0 Residential Occupancies

See [Table 5–4](#) and [Figure 5–3](#) for meter socket terminal requirements.

Multi-family occupancies that are not individually metered shall be serviced in accordance with the requirements for commercial and industrial occupancies.

### 7.1 Individually Metered 120/240 V Services

When a meter switch does not exceed 125 A, a 125-maximum-ampere-rated, four-terminal socket shall be installed.


When a meter switch exceeds 125 A, but does not exceed 225 A, a 225-maximum-ampere rated, four-terminal socket shall be installed.

When a meter switch exceeds 225 A, but does not exceed 400 A, a self-contained panel shall be installed (see [ESR–3](#)). If the meter switch exceeds 400 A, a switchboard shall be installed (see [ESR–6](#)).

120 V, two-wire services are limited to a maximum load of one 15 A and one 20 A circuit.

### 7.2 Individually Metered 120/208 V, Three-Wire Services

For a 120/208 V, three-wire service, when the meter switch does not exceed 125 A, a 125 A maximum-rated, five-terminal socket shall be installed.

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When a meter switch exceeds 125 A, but does not exceed 200 A, a 200 A continuous-duty-rated, five-terminal socket shall be installed, and a 120/208 V, three-wire service shall be supplied. Test bypass blocks will not be required for individually-metered residential occupancies.

If the meter switch exceeds 200 A, a switchboard for three-phase, four-wire service shall be installed (see [ESR-6](#)).

## 8.0 High-Rise, Multiple-Occupancy Residential Buildings

Meter and service-related equipment is typically located at one central location that provides 24-hour access. For multiple-occupancy, residential buildings having seven or more floors above grade level, SCE may establish more than one meter room location for groups of individual metering facilities. This type of building may consist of a mix of commercial (for example, small retail and/or restaurants) and residential loads.

### 8.1 Point-of-Delivery

The SCE service point-of-delivery shall terminate at grade-level or first-level basement/parking to an underground terminating pull section and main service disconnect.

#### A. Grade Level


The underground terminating pull section and main service disconnect shall be located on the exterior building wall or inside the building within an approved meter room. This meter room and location must be approved by SCE in advance of construction. The customer shall provide an access door on the building exterior that allows access directly into the meter room. An SCE-provided lock-box will be provided to allow company access directly into the meter room at grade level.

#### B. First Level Basement/Parking

The underground terminating pull section and metering facilities shall be located within an approved meter room. This meter room and location must be approved by SCE prior to construction. The interior meter room shall be located against the exterior wall of the building adjacent to where the SCE-owned transformer serving this site is located.

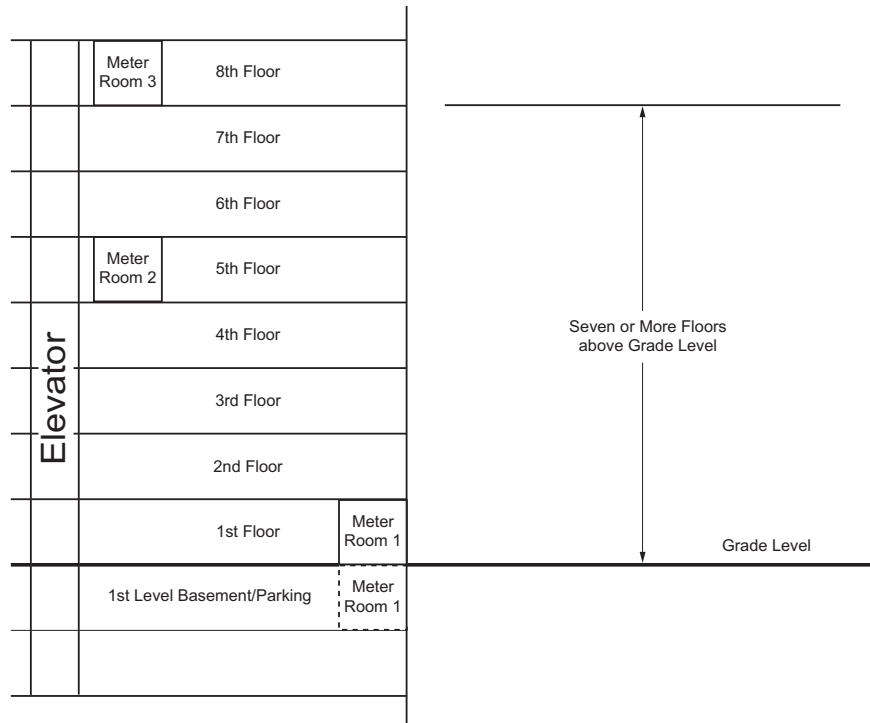
Where the underground terminating pull section is installed at a level lower than that of the service conduits, a Drip Loop pull section shall be installed as an addition to the underground termination section. This additional section will be used for a cable drip loop to mitigate potential water intrusion into the terminating section. Both ends of all conduits shall be sealed to prevent moisture from entering the termination enclosure/section. At no time may service-lateral conduit(s) terminate above the service entrance bus. Adequate drainage in the meter room shall be provided and maintained by the customer to eliminate pooling of water within the 3 feet of working/clearance space in front of switchboards. See [ESR-3, Figure 3-2](#) for working space requirements.

The bus duct, or conduits and feeders beyond SCE point-of-delivery within the building shall be the customer's responsibility to install, own and maintain. The bus duct tap access shall be sealable with sealing screws or when cable in conduit is used, cable shall be pulled straight through without intermediate pull sections. The customer's ownership of the system must meet the requirements of the local code enforcement agency having jurisdiction.

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Southern California Edison shall calculate the voltage drop up to the point-of-delivery and will be responsible for maintaining customer service voltage consistent with Rule 2 at the underground terminating pull section.

**Figure 5–2: Typical High-Rise, Multiple-Occupancy Residential Building**




**Note(s):**

1. Where there are multiple grade entrances into a high-rise building, SCE will determine if it meets the requirements for the high-rise, multiple-occupancy residential building.

**8.2 Access**

The customer shall provide 24-hour access to all metering facilities. Access to each meter room shall be through a door that is clearly identified with a placard that states “SCE METER ROOM.” Two (2) keys and/or key cards that allow access to all stairway access points and meter room locations in the high-rise building shall be provided to the Service Planning Office prior to delivery of service. If the high-rise building is a secured building, access shall be provided to SCE employees, or designated representatives, upon showing proper identification to the Security or Management Office.

A lock-box (provided and installed by SCE) shall be permanently secured to the outer surface next to the keyed access panel providing entrance to the parking level within the high-rise building. A reserved utility/maintenance parking space shall be provided adjacent to the meter room at that level or elevator. The customer shall provide a key to access the parking level prior to delivery of service. This key is to be housed inside the lock-box for utility access.

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### 8.3 Meter Room Specifications

A meter room is an accessible, illuminated, and ventilated room that provides a means to permit circulation of air sufficient to remove an excess of heat, fumes, or vapors. The room is provided by the customer for the exclusive use of the customer's electric service, metering equipment, and communication equipment as long as space requirements for the electric installation are not impaired.

Elevators and stairways shall be adjacent or within 100 feet of all meter room locations. Stairways shall remain functional during an emergency. Access to the meter room shall be through a door that swings outward and has a doorstop mechanism to keep the door open. The doors to all meter room locations with metering facilities less than 800 A shall use lever-operated hardware that permits the door to be opened from inside the room without the use of hands. The doors to all meter room locations with metering facilities 800 A and above shall use panic-bar hardware.

A 1-1/2-inch minimum conduit shall be installed from meter room to meter room to the roof level, and capped for future transmitting antenna. In each meter room, location shall have a 12" x 12" x 6" minimum pull box located directly adjacent to the multi-metering facilities. Where the conduit is capped at the roof, there should be a 360-degree unobstructed area accessible to SCE employees.

Each meter room shall have emergency lighting, house telephone linked to a manned location (for example, security or management office) and an information plaque placed at eye level on the inside of the meter room door with the following information:

- 24-hour emergency contact telephone number
- Total number of meters for that particular location
- Floor number and nearest elevator of all other meter room locations
- Map showing:
  - Present location
  - Exits (elevators and stairs) from present location to the outside of the building
  - All meter rooms in relationship to the elevators
  - Location of main and sub-main disconnect switches

**Table 5-3: Sequence for Meter Room Locations and Metering Facilities**


Locations	Metering Facilities
First floor or first level basement/parking	Underground terminating pull section, main-service disconnect, house meter, fire pump meter grouped for first, second and third floors.
Fifth floor	Meters for fourth, fifth and sixth floors.
Eighth floor	Meters for seventh, eighth and ninth floors.
Eleventh floor	Meters for tenth, eleventh and twelfth floors.

**Note(s):**

1. Provide one meter room per selected floor or level.

### 8.4 Utility Termination Compartment Labeling

The utility termination section, pull section or pull box in all high-rise service installations shall be labeled by the customer. Labeling shall be required regardless of a utility termination point located below grade, at grade, or on the building exterior. Labeling shall consist of machine-engraved laminated phenolic (or equivalent) tag. The tag shall have

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one-quarter of an inch white letters on **red-colored material** which is readily visible and mechanically attached to the face of the utility termination compartment. The compartment label shall be worded as: UTILITY SERVICE TERMINATION COMPARTMENT.

**8.5 Field Engineering**

The Planner shall have Field Engineering review the high-rise residential building project plans to ensure the grounding electrode is appropriately placed and other engineering-related issues are resolved at the earliest engineering phase of the project.

**8.6 Approval**

The local Service Planning Office shall be contacted to approve the high-rise, multiple-occupancy residential building and meter room locations. The approval shall come from the Planning Supervisor prior to the installation of meters/service equipment. Any service equipment that has been installed without prior SCE approval shall be modified or relocated at the customer's/contractor's expense as necessary to meet requirements for service.

**9.0 Commercial and Industrial Occupancies**

Safety socket box applications and details can be found in [Section 10.0](#) through [Figure 5-18](#). See [Table 5-4](#) and [Figure 5-3](#) for meter-socket terminal requirements.

**9.1 Single-Phase Service 120/240 V**

When a meter switch does not exceed 125 A, a factory-wired, safety-socket panel with a maximum 125 A continuous-duty rated, four-terminal socket shall be installed.

When a meter switch exceeds 125 A, but does not exceed 200 A, a factory-wired safety socket box with a 200 A continuous-duty-rated, four-terminal socket shall be installed.

When a meter switch exceeds 200 A, a switchboard shall be installed (see [ESR-6](#)).

**9.2 Three-Phase Services 120/208 V, 240 V, 120/240 V, and 277/480 V**

When a meter switch does not exceed 125 A, a factory-wired safety socket box with a maximum 125 A continuous-duty-rated socket shall be installed.


When a meter switch exceeds 125 A, but does not exceed 200 A, a factory-wired, safety socket box with a 200 A continuous-duty-rated socket shall be installed.

When a meter switch exceeds 200 A, a switchboard shall be installed (see [ESR-6](#)).

Sockets for 120/208 V and 277/480 V, three-phase, four-wire services shall be seven-terminal, regardless of whether or not the load served uses a neutral. Sockets for 120/240 V, three-phase, four-wire services shall be seven-terminal. Sockets for 240 V, three-phase power services may be five- or seven-terminal depending on transformer grounding. Consult the local Service Planning Office for details.

Sockets for 480 V, three-phase, three-wire power services, shall be five-terminal. Consult the local Service Planning Office for details.

The local Service Planning Office must be contacted before purchasing or installing any 240 V or 480 V, three-phase service equipment. They will provide the requirements for each 240 V or 480 V, three-phase service installation in question. Where incorrect service equipment is installed and the Company was not contacted in advance, the customer will be responsible for all required modifications.

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### 9.3 Meter Switch Larger than 125 A on a 100 A Safety Socket Box

For motor-starting currents only, a meter switch larger than 125 A may be installed on a 100 A continuous-duty-rated safety socket box. The maximum wire size or current-carrying capacity of conductors installed in the customer's raceway shall not exceed #1 AWG and the conduit size shall not exceed 1-1/2 inches. Whenever the actual continuous operating load current exceeds 100 A, a 200 A continuous-duty-rated safety socket box shall be installed.

For motor-starting currents only, a meter switch larger than 200 A may be installed on a 200 A continuous-duty-rated safety socket box, where the maximum wire size or current-carrying capacity of conductors installed in the customer's service raceway does not exceed 250 kcmil, and the conduit size of such raceway does not exceed 2-1/2 inches. Whenever the actual continuous operating load current exceeds 200 A, a switchboard shall be installed (see [ESR-6](#)).


### 9.4 Meter Sockets — Self-Contained — Non-Residential

- A safety socket box with factory-installed test-bypass blocks, as detailed in [Section 10.0](#) through [Section 12.0](#), and [Figure 5-8](#) through [Figure 5-18](#), will be required for the following types of installations:
- Commercial and industrial — including all public buildings
- Multi-family, not separately metered, considered commercial per [Section 7.0](#).
- All three-phase installations (including customer-owned permanent and temporary service meter poles
- Metered streetlights; domestic water pumps; or other domestic agricultural installations served by 240/480 V, three-wire sources, or 480 V, two-wire sources.
- Traffic signal enclosures<sup>2/</sup>

On underground traffic-signal enclosure installations exceeding 120 V, the customer shall provide the auxiliary relay. The relay shall be placed in the customer's section and shall be located ahead (line side) of the customer's unmetered streetlight breaker bus.

A safety socket box will be required for a house-lighting service in a multi-family residential occupancy. House-lighting services include miscellaneous services for laundry rooms, garages, halls, exit lighting, fire alarms, recreation rooms, swimming pools, spas, and similar non-commercial uses on the premises.

<sup>2/</sup> The test block perch shall be provided with mounting holes in the center or right-side position for mounting an auxiliary relay (see [Figure 5-12](#)). The Company will only provide and install 120 V relays.

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**EXCEPTIONS**

- ! A safety socket box will not be required for single-phase services of a strictly temporary nature rendered on an up-and-down basis (such as temporary service for construction) when the removal of the entire installation is assured within a short period of time acceptable to the Company.
- ! A safety socket box will not be required for single-phase service to any single-family, non-commercial installation such as a domestic water pump or other domestic agricultural installation.
- ! A safety socket box will not be required for single-phase services to any bus-shelter installations. Metering on a bus shelter with overhead or underground service will be allowed.
- ! A safety socket box will not be required for single-phase services that serve an enclosure for the Southern California Gas Company. This enclosure is designed to house cathodic-protection equipment (rectifier AC-to-DC) for gas company facilities.

9.5 Agricultural Power Service

Three-phase, 240 V and 277/480 V agricultural service will be supplied by the normal method whereby the customer supplies complete service facilities (see [Section 9.0](#)).

Where the nameplate horsepower rating of any motor does not exceed 30 hp 240 V or 60 hp 277/480 V, a factory-bussed safety socket box with a 100 A continuous-duty rating shall be installed. See [Figure 5–8](#).

The meter socket for 240 V service will be five- or seven-terminal, depending on the grounding of the serving transformer(s). The meter socket for 277/480 V service will be seven-terminal. Consult your local Service Planning Office before purchasing or installing service equipment.

The maximum wire size or current-carrying capacity of the conductors installed in the customer’s service raceway shall not exceed that of #1 AWG wire and the conduit size of such raceway shall not exceed 1-1/2 inches. The capacity of the customer’s service switch is not limited under these conditions.


The total actual continuous operating load current, excluding motor-starting current, shall not exceed 100 A.

Where the nameplate horsepower rating of any motor does not exceed 60 hp 240 V or 125 hp 277/480 V, a factory-bussed safety socket box with a 200 A continuous-duty rating shall be installed (see [Figure 5–9](#)).

The meter socket for 240 V service will be five- or seven-terminal, depending on the grounding of the serving transformer bank. The meter socket for 277/480 V service will be seven-terminal. Consult your local Service Planning Office before purchasing or installing service equipment.

The maximum wire size or current-carrying capacity of the conductors installed in the customer’s service raceway shall not exceed that of 250 kcmil wire, and the conduit size of any such raceway shall not exceed 2-1/2 inches. The capacity of the customer’s service switch is not limited under these conditions.

The total actual continuous operating load current, excluding motor-starting current, shall not exceed 200 A.

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If the total operating load current, excluding motor-operating current, for any reason exceeds 200 A, either at the time of installation or thereafter, the customer shall at such time have complete facilities installed at their expense, consisting of an approved switchboard. See [ESR-6](#).

**Table 5-4: Self-Contained and Current-Transformer Meter-Socket Terminal Arrangements**

Type of Service	Self-Contained Terminals <sup>a/</sup>	Current-Transformer Terminals <sup>b/</sup>
Single-Phase, 120 V, 2-Wire	4-Clip, Exhibit A	—
Single-Phase, 240 V, 3-Wire	4-Clip, Exhibit A	5-Clip, Exhibit B or C
Single-Phase, 120/208 V, 3-Wire	5-Clip, Exhibit B or C	—
Single-Phase, 240/480 V, 3-Wire	4-Clip, Exhibit A	—
Single-Phase, 277/480 V, 3-Wire	5-Clip, Exhibit B or C	—
Three-Phase, 240 V, 3-Wire <sup>c/</sup>	5-Clip, Exhibit B or C	15-Clip, Exhibit E
Three-Phase, 480 V, 3-Wire <sup>d/</sup>	5-Clip, Exhibit B or C	15-Clip, Exhibit E
Three-Phase, 120/208 V, 4-Wire	7-Clip, Exhibit D	15-Clip, Exhibit E
Three-Phase, 120/240 V, 4-Wire Delta <sup>e/</sup>	7-Clip, Exhibit D	15-Clip, Exhibit E
Three-Phase, 277/480 V, 4-Wire	7-Clip, Exhibit D	15-Clip, Exhibit E
Three-Phase, 2400 — 33000 kV 3-Wire	—	15-Clip, Exhibit E
Three-Phase, 4160 — 16500 kV 4-Wire	—	15-Clip, Exhibit E
Totalizing Two, 3-Wire, Single-Phase Circuits	—	15-Clip, Exhibit E
Totalizing Three, 3-Wire, Single-Phase Circuits	—	15-Clip, Exhibit E

<sup>a/</sup> See [Figure 5-3](#).

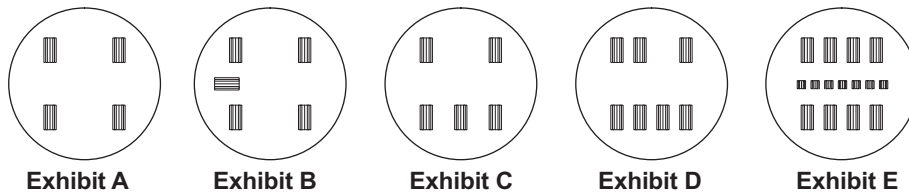
<sup>b/</sup> See [Figure 5-3](#).

<sup>c/</sup> Single-phase grounded, fourth-wire run for grounding purposes only per G.O. 95, Rule 58.2A-1 or G.O. 128, Rule 36.5A-1

<sup>d/</sup> 480 V, three-wire service may be supplied in some areas. Consult the local Company office for details.

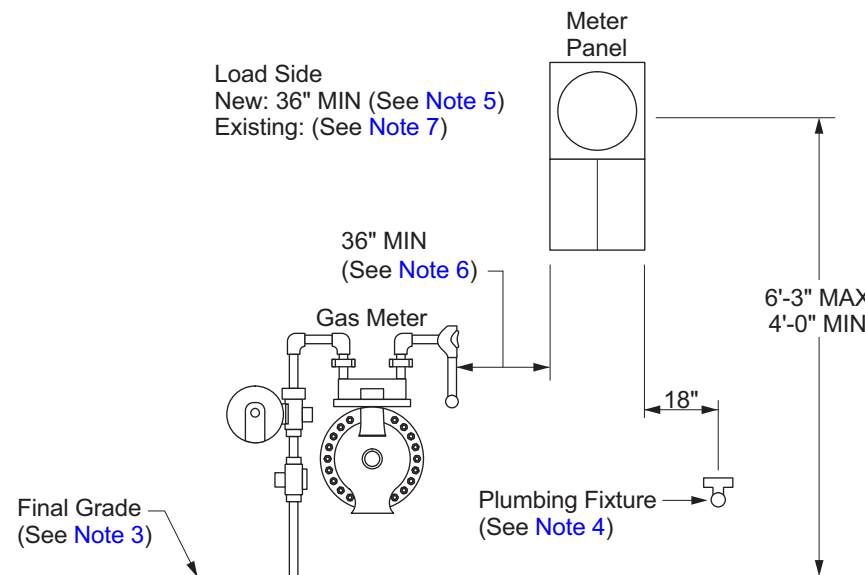
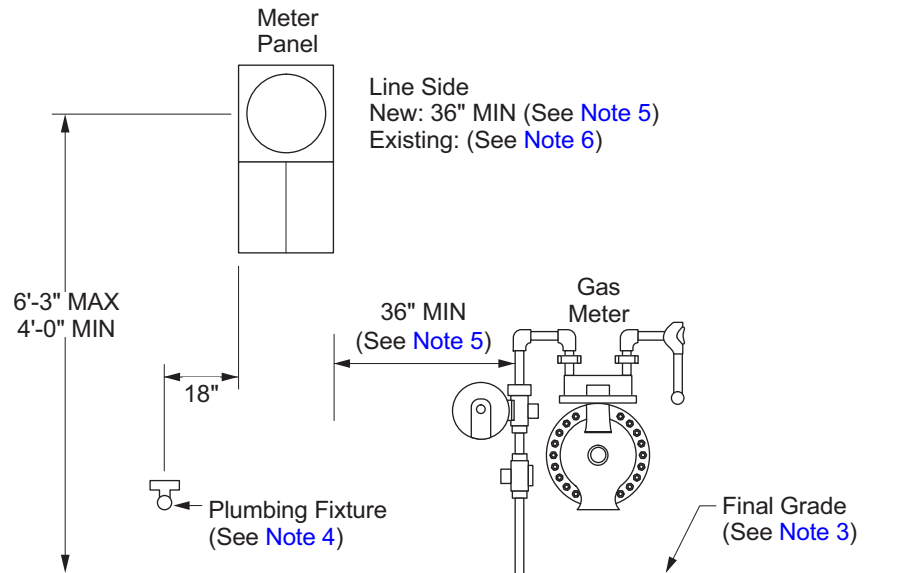
<sup>e/</sup> Mid-tap grounded, fourth-wire run for a neutral and/or for grounding purposes

**Figure 5-3: Meter Socket — Terminal Arrangements**




Note: Potential wiring provided for metering shall be a minimum #12 Stranded copper wire, white in color.

**Figure 5-4: Separation of Meter Assemblies for Electric and Gas Services**

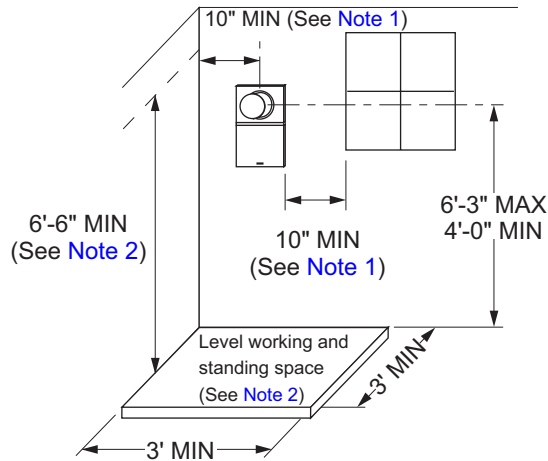


**Note(s):**

1. Size and dimensions of panels will vary. Drawings are not to scale.
2. This drawing pertains to both overhead and underground electric service applications.
3. Maintain a 3-foot clear, level, and unobstructed workspace in front of electric service equipment.
4. Plumbing fixtures that extend more than 6 inches out from wall surface must be located 18 inches minimum from the outside edge of the meter panel.
5. For new construction only, does not apply for upgrades.
6. Upgrades and replacements — Line Side Panels that are currently installed 24 inches or greater from the line side of the gas meter, clearance may not be reduced. Panels that are currently installed less than 24 inches from the gas meter, may remain (or be re-installed) in existing location.
7. Upgrades and replacements — Load Side Panels that are currently installed 18 inches or greater from the load side of the gas meter, clearance may not be reduced. Panels that are currently installed less than 18 inches from the gas meter, may remain (or be re-installed) in existing location.

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**Figure 5-5: Workspace — Surface-Mounted or Semi-Flush Meter Installation**

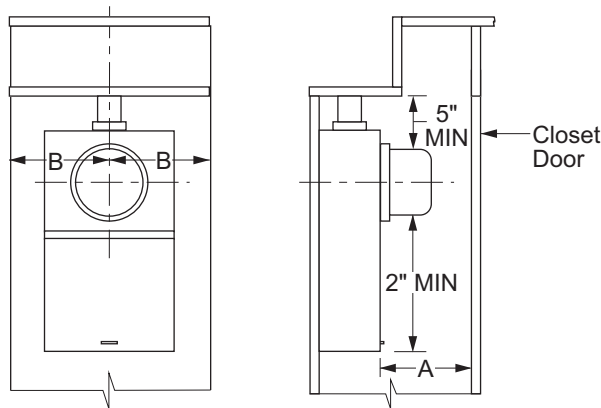


Surface-Mounted or  
Semi-Flush Meter Installation

**Note(s):**

1. The horizontal clearance from the centerline of the meter to the nearest side wall or other obstruction shall be 10 inches minimum. A horizontal clearance from the edge of the meter panel to the edge of a window or doorway (including sliding glass doors) shall be 10 inches minimum. A gas meter or plumbing fixture that does not protrude more than 6 inches out from the wall, or extend less than 18 inches horizontally from the outside edge of the meter panel, shall not be considered an obstruction. See Figure 5-4.
2. A level working and standing surface, clear and unobstructed, entirely on the property of the customer, shall be provided. The minimum width of the workspace shall be 36 inches overall, but need not be centered beneath the meter. The minimum depth of the workspace shall be 36 inches. Where meters are enclosed in a closet or recessed in an enclosure, the depth of the workspace is measured from the outer face of the closet or recess. The minimum height of the workspace shall be 78 inches.

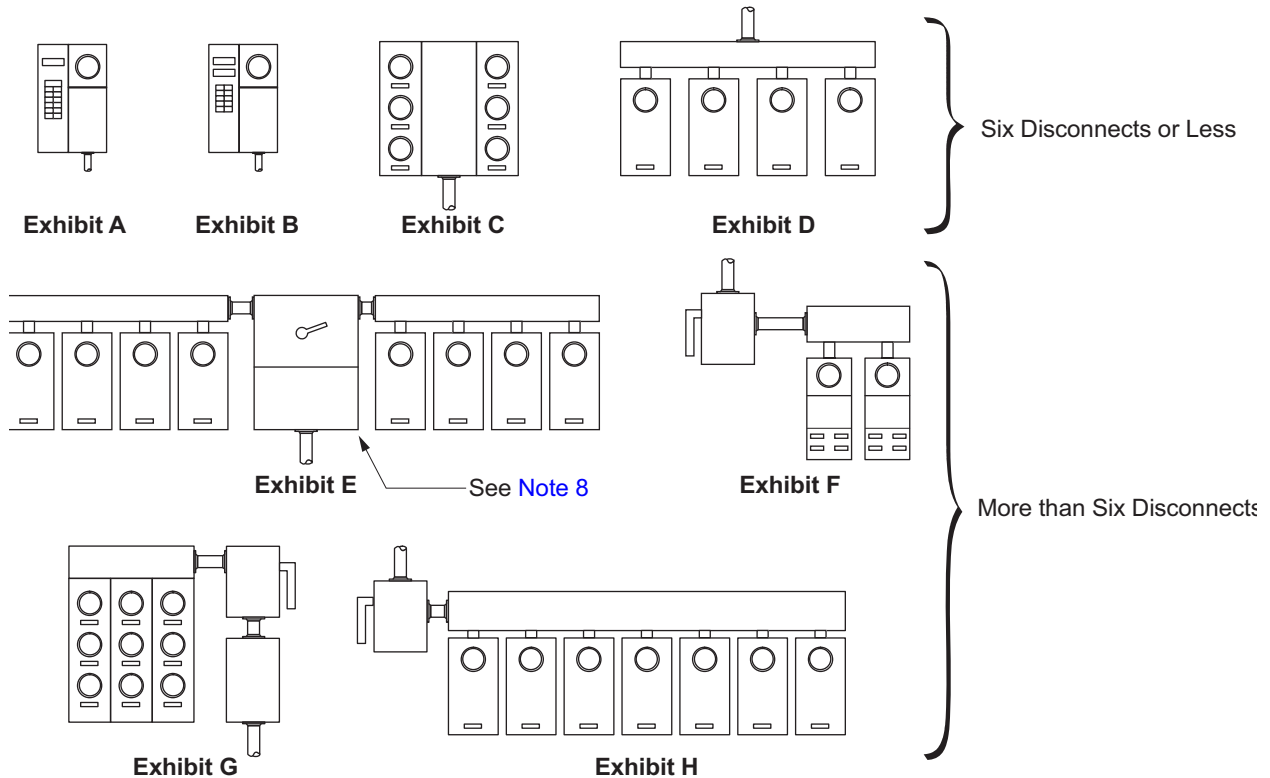
**Figure 5-6: Minimum Enclosed Meter Clearances — 0-600 V**



**Minimum Enclosed Meter Clearances**

	A	B
Residential	7"	10"
Commercial	11"	10"

**Figure 5-7: Meter Switches and Main Disconnects**




**Note(s):**

1. The illustrations in [Figure 5-7](#) are typical of overhead and underground residential and commercial metering configurations, but are not the only acceptable configurations.
2. A meter switch shall be installed for each meter as detailed in [Section 3.0](#).
3. A main disconnect shall be installed on the line side of a group of more than six disconnects, meter sockets, safety socket boxes, or instrument-transformer boxes. See Exhibits E through H in [Figure 5-7](#).
4. A main disconnect may be installed on the line side of a group of two-to-six meter sockets, safety socket boxes, or instrument-transformer boxes where each meter has a single-meter switch.
5. A main disconnect shall be installed on the line side of a group of two-to-six meter sockets, safety socket boxes, or instrument-transformer boxes where groups of switches or breakers constitute the meter switches and the total number of such switches, or breakers, exceeds six. See Exhibits E through H in [Figure 5-7](#).
6. The main disconnect may be a fused switch, or circuit breaker. Where fuses are installed, the Company assumes no responsibility for their replacement. Main disconnect enclosures shall be sealable. See Exhibits E through H in [Figure 5-7](#).
7. Where a main disconnect is placed on the supply side of a group of meters, any equipment tapped ahead of the metering or disconnect shall be separately metered.<sup>3/</sup>
8. See [ESR-3, Figure 3-10](#).

**10.0 Factory-Wired Safety Socket Boxes**

All factory-wired safety socket boxes shall have factory-installed test-bypass blocks that are factory-bussed or wired to the meter socket on both line and load sides. Factory-wired safety socket boxes shall be listed and labeled with a 100/200 A continuous-duty rating.

<sup>3/</sup> **Exception:** The NEC requires ground fault protection equipment.

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Test bypass block terminals shall be suitable for copper/aluminum conductors. Factory-wired safety socket boxes with 100 A continuous-duty-rated sockets shall be served with a maximum of 1/0 AWG conductors. Factory-wired safety socket boxes with 200 A continuous-duty-rated sockets shall be served with a maximum of 250 kcmil conductors. See [Subsection 9.4](#), [Figure 5–8](#), and [Figure 5–9](#) for specific application requirements.

The wiring sequence of factory-installed test-bypass blocks, from left to right, is LINE-LOAD, LINE-LOAD, LINE-LOAD. This wiring sequence shall be permanently labeled in 3/4-inch block letters below the test-bypass terminals. Line and load conductors shall be connected only to test-bypass block terminals designed as LINE and LOAD, respectively.

On 120/240 V, three-phase, four-wire installations, and 240 V, three-phase installations where a midpoint grounded fourth wire is run with the service conductors for grounding purposes, the extreme right-hand line and load terminals (two poles) shall be labeled POWER LEG.

The contractor shall furnish and install all necessary grounding and bonding on service entrance equipment. See [Section 12.0](#) through [Figure 5–36](#) for details.

Not more than one load circuit shall leave any safety socket box. Load wiring may leave from the bottom, top, top-side, bottom-side, or bottom-rear, but shall not impair access to the test-bypass blocks.

#### 10.1 Overhead Service

The contractor shall furnish and install both line and load wiring from the point-of-service delivery. The neutral or grounding conductor shall be continuous through the safety socket box and shall be bonded in accordance with [Figure 5–8](#) and [Figure 5–9](#).

#### 10.2 Underground Service


A factory-wired safety socket box, per [Figure 5–8](#) and [Figure 5–9](#), may be used as a combination terminating pull box and a meter-socket box where the service conduit enters the center-bottom knockout, and the test-bypass block terminals are of adequate size for the incoming service lateral conductors. The Company will pull and terminate the service lateral conductors. The contractor shall furnish and install the load wiring.

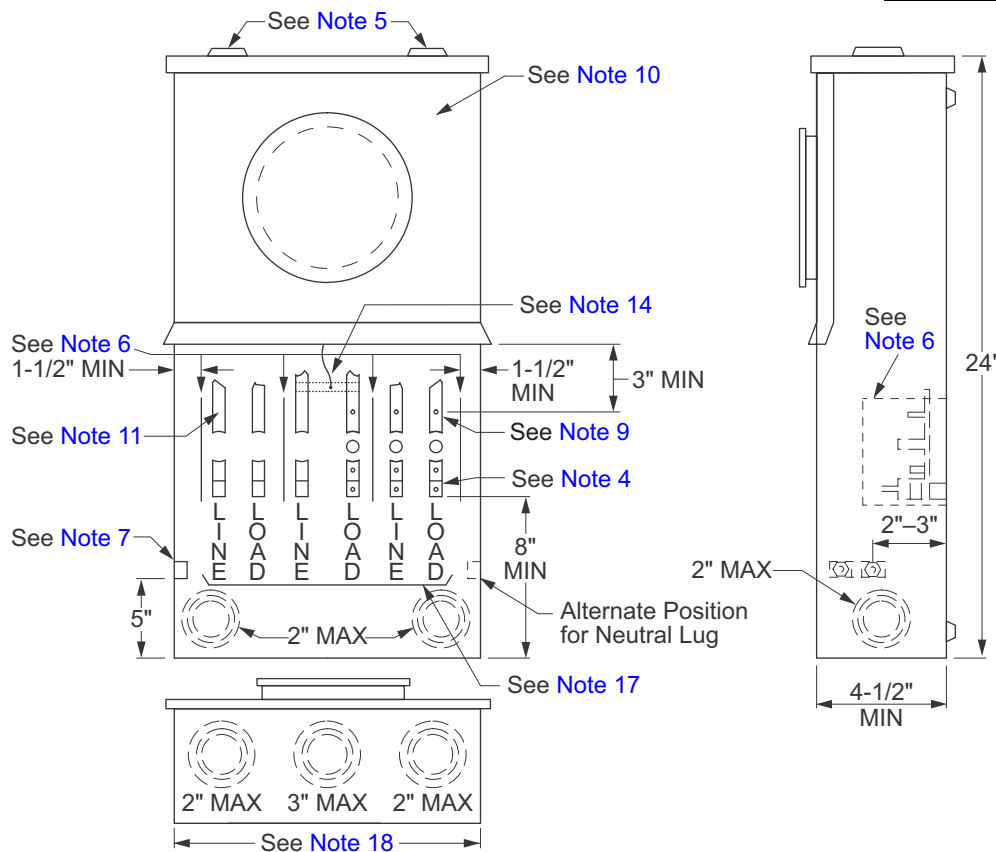
Where the Company installs service-lateral conductors larger than can be accommodated by the terminals of a safety socket box, or where two or more safety socket boxes are ganged together, a separate terminating pull box will be required. The contractor shall furnish the pull box and install the conductors from the terminating pull box to the safety socket box(es). Consult the local Service Planning Office for details.

Where a safety socket box is used for unmetered street-lighting service, the customer shall provide a means for a photocontroller at the service location. Consult the Company for requirements.


#### 10.3 Underground Service to Equipment Cabinets or Enclosures

Where local ordinance dictates a maximum height requirement for equipment located in franchise areas and the minimum meter height of 4 feet cannot be attained, the minimum meter height may be reduced to 3 feet for an exposed meter when a safety socket box with factory-installed test-bypass facilities is mounted and secured to the outside of an enclosure or cabinet (traffic controller, fiber optics, or wireless equipment enclosures). The minimum and maximum meter height is measured from the level standing and working surface area to the centerline of the meter socket (see [ESR–3](#)).

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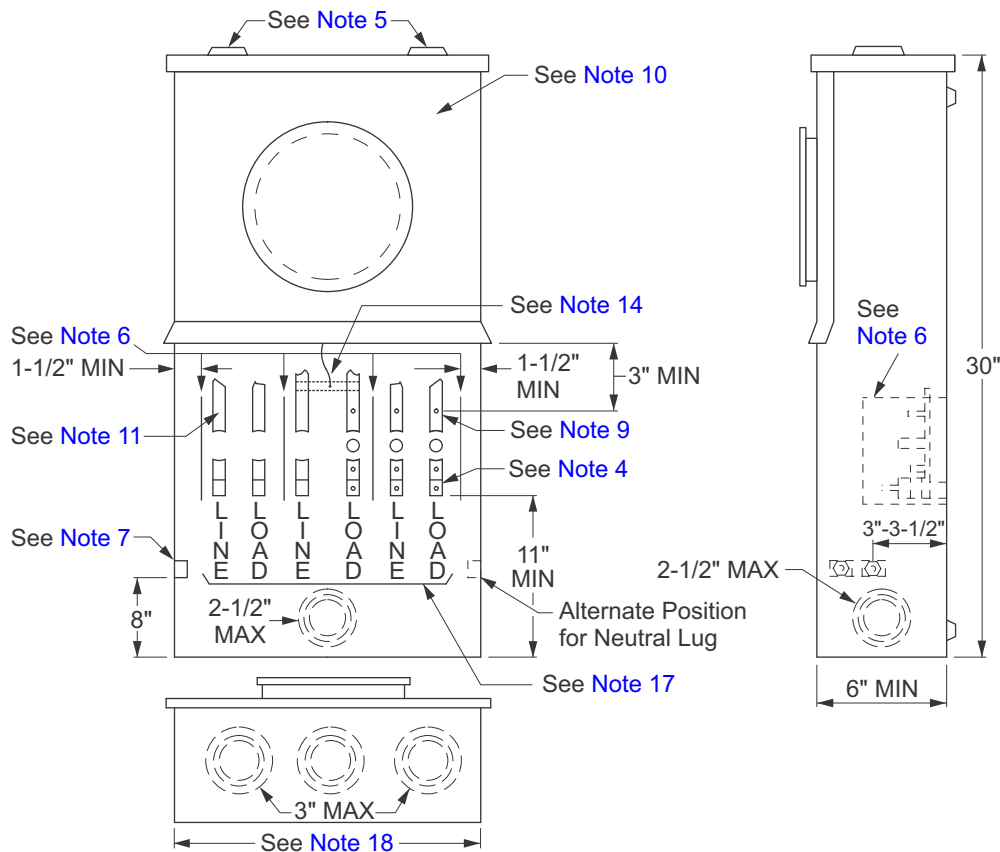
**Figure 5–8: Safety Socket Box with Factory-Installed Test-Bypass Facilities — 100 A**
**EUSERC No. 304**

**Note(s):**

1. See [Subsection 9.4](#) for application; [Section 12.0](#) for 240 V; three-phase delta requirements; [Section 10.0](#) for general requirements; and [Figure 5–10](#) for test-bypass requirements.
2. This device may be used for commercial, multi-family residential (not separately metered), agricultural, and other types of occupancies.
3. This device may be used as a combination terminating pull and meter-socket box for an underground service.
4. Aluminum-bodied terminals for #6 through 1/0 wire capacity.
5. Hubs capped-off if used for underground feed.
6. Rigid insulating barriers. See [Figure 5–10](#).
7. Insulated, bondable, vertical lay-in, double-neutral lug with 1/0 wire capacity, mounted on either sidewall.
8. Test-bypass blocks shall be bussed or wired to socket jaws or terminals. See [Table 5–4](#) and [Figure 5–3](#) for meter-socket clip requirements.
9. Upper test connector studs.
10. All panels shall be independently removable. Meter panel shall be provided with a sealing ring and the meter socket shall be rigidly mounted on a support and attached to the meter panel. Test-bypass compartment cover panel shall be sealable and permanently labeled: "DO NOT BREAK SEALS. NO FUSES INSIDE."
11. Test-bypass block detail on separate drawing. See [Figure 5–10](#).
12. For three-phase, four-wire; connect seventh jaw to body of neutral lug with #12 stranded minimum, copper wire, white in color.
13. For three-phase, four-wire delta; identify right-hand test-bypass block (two poles) as POWER LEG. Identification to be orange in color.
14. For three-phase, three-wire; install bus to connect line and load poles together at top of center test-bypass block and connect fifth jaw to this bus, using #12 stranded minimum, copper wire. Color shall be other than white, gray, green, or orange.
15. For single-phase, three-wire; provide two test-bypass blocks mounted in outer positions and a four-jaw socket.
16. For single-phase, three-wire 120/208 V; provide two test-bypass blocks mounted in outer positions and five-jaw socket. Connect fifth jaw of meter socket to body of neutral lug with #12 stranded minimum, copper wire, white in color.
17. The wiring sequence shall be clearly and permanently labeled in 3/4-inch block letters below the test-bypass terminals.
18. Minimum width of access opening shall be 11-1/2 inches.

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**Figure 5–9: Safety Socket Box with Factory-Installed Test-Bypass Facilities — 200 A**

**EUSERC No. 305**



**Note(s):**

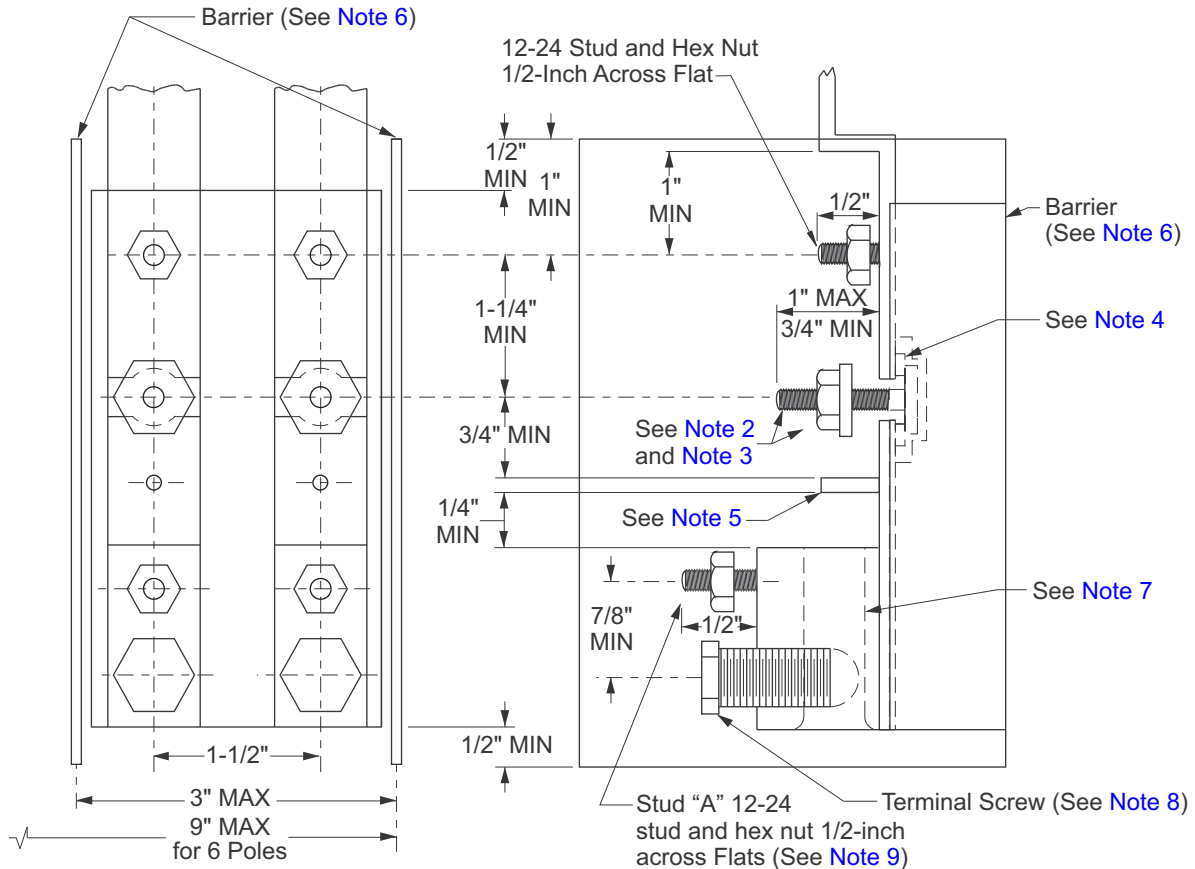
1. See [Subsection 9.4](#) for application; [Section 12.0](#) for 240 V, three-phase delta requirements; [Section 10.0](#) for general requirements; and [Figure 5–10](#) for test-bypass requirements.
2. This device may be used for commercial, multi-family residential (not separately metered), agricultural and other types of occupancies.
3. This device may be used as a combination terminating pull and meter-socket box for an underground service.
4. Aluminum-bodied terminals for 1/0 through #250-wire capacity.
5. Hubs capped-off if used for underground feed.
6. Rigid insulating barriers (see [Figure 5–10](#)).
7. Insulated, bondable, vertical lay-in, double-neutral lug with #250-wire capacity, mounted on either sidewall.
8. Test-bypass blocks shall be bussed or wired to socket jaws or terminals. See [Table 5–4](#) and [Figure 5–3](#) for meter, socket clip requirements.
9. Upper test, connector studs.
10. All panels shall be independently removable. Meter panel shall be provided with a sealing ring and the meter socket shall be rigidly mounted on a support and attached to the meter panel. Test-bypass compartment cover panel shall be sealable and permanently labeled: "DO NOT BREAK SEALS. NO FUSES INSIDE."
11. Test-bypass block detail on separate drawing (see [Figure 5–10](#)).
12. For three-phase, four-wire, connect seventh jaw to body of neutral lug with #12 stranded minimum, copper wire, white in color.
13. For three-phase, four-wire delta, identify right-hand test-bypass block (two poles) as POWER LEG. Identification to be orange in color.
14. For three-phase, three-wire, install bus to connect line and load poles together at top of center test-bypass block, and connect fifth jaw to this bus using #12 stranded minimum, copper wire. Color shall be other than white, gray, green, or orange.
15. For single-phase, three-wire, provide two test-bypass blocks mounted in outer positions and a four-jaw socket.
16. For single-phase, three-wire, 120/208 V, provide two test-bypass blocks mounted in the outer positions and a five-jaw socket. Connect the fifth jaw of meter socket to body of neutral lug with a #12 stranded minimum, copper wire, white in color.
17. This wiring sequence shall be clearly and permanently labeled in 3/4-inch minimum block letters below the test-bypass terminals.
18. Minimum width of access opening shall be 13-1/2 inches.

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**Figure 5-10: Test-Bypass/Disconnect Block for Safety Sockets —  
100 A and 200 A — 0-600 V**

**EUSERC No. 311**



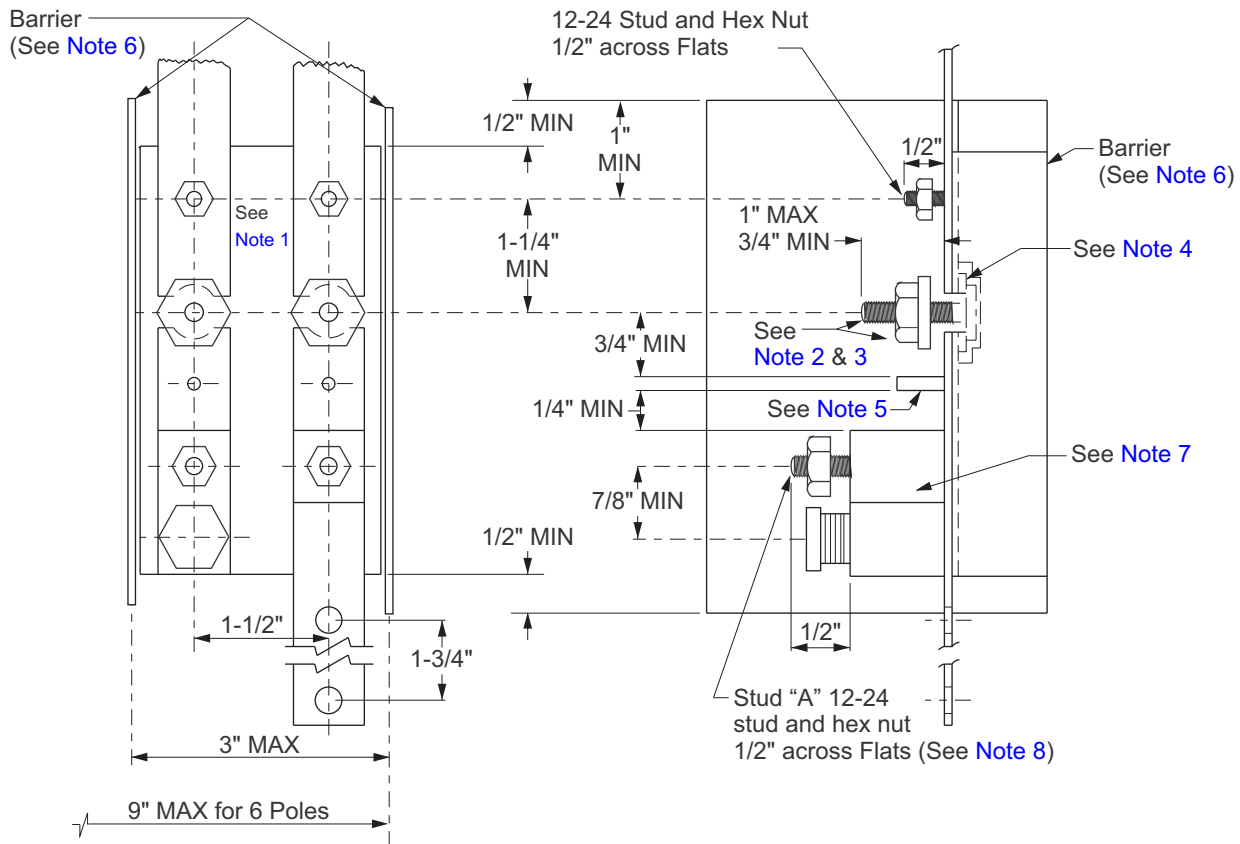
**Note(s):**

1. Strike distance between upper- and lower-bus sections shall not be less than 1/4 inch when shorting nut is backed off.
2. Circuit-closing nut shall be a hex nut 5/8 inch across flats with plated copper washer attached and have threads counter-bored at bottom to facilitate re-installation. Bolt head shall be secured in place to prevent turning and backout.
3. The circuit-closing nut and bolt assembly shall maintain the applied contact pressure between the plated copper washer and the bus members of the test-bypass block.
4. Insulating washer shall be made from dimensionally stable, nontracking material and shall provide a minimum of 1/8-inch creep distance between the bolt and the bus sections. Bus sections shall be plated.
5. Wire stops shall extend to center of terminal opening or beyond.
6. Rigid insulating barriers shall project at least 1/4 inch beyond any energized parts when the maximum wire size is installed.
7. Terminals shall be aluminum-bodied. For required conductor range, see Figure 5-8 and Figure 5-9. The opening shall extend through the terminal body and, if wire hole is round, shall be chamfered as necessary to facilitate installation of the largest size wire.
8. The terminal screw may be of the Allen type (3/16 inch across flats for 100 A, 5/16 inch across flats for 200 A). If stud "A" is a part of the terminal screw, the terminal screw shall be 5/8-inch hex across flats.
9. Stud "A" shall be located in the clear area between the terminating lug and the circuit-closing nut, and may be positioned on the terminal body, on the terminal screw, on the bus member, or incorporated as part of the wire stop.

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**Figure 5–11: Test-Bypass/Disconnect Block for Safety Sockets —  
100 A and 200 A — 0–600 V (Bussed and/or Cable Terminations)**

**EUSERC No. 312**



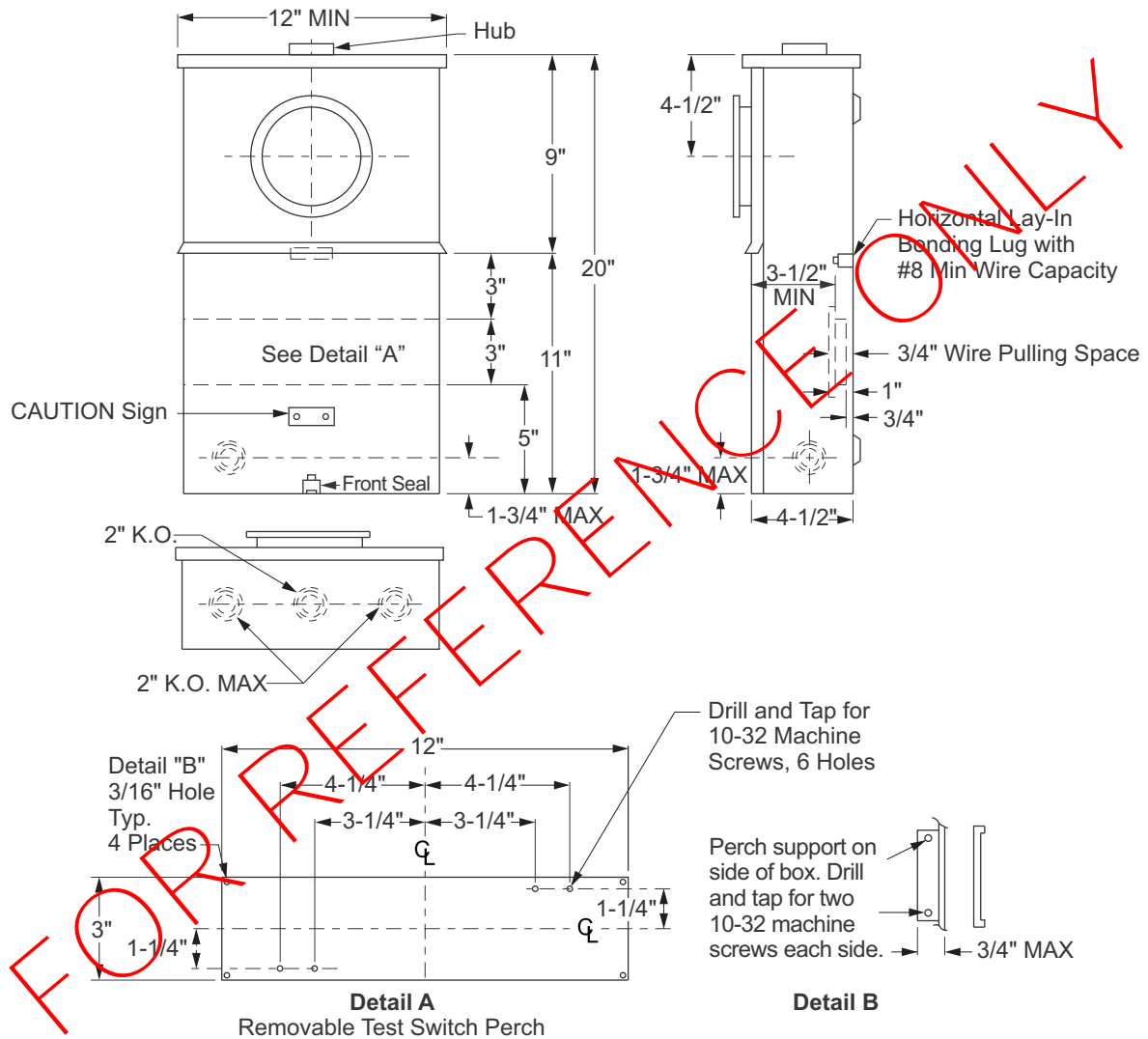
**Note(s):**

1. Strike distance between upper- and lower-bus sections shall not be less than 1/4 inch when shorting-nut is backed off.
2. Circuit-closing nut shall be a hex nut 5/8 inch across flats with plated copper washer attached and have threads counter-bored at bottom to facilitate re-installation. Bolt head shall be secured in place to prevent turning and backout.
3. The circuit-closing nut and bolt assembly shall maintain the applied contact pressure between the plated copper washer and the bus members of the test-bypass block.
4. Insulating washer shall be made from dimensionally stable, nontracking material and shall provide a minimum of 1/8-inch creep distance between the bolt and the bus sections. Bus sections shall be plated.
5. Wire stops are not required if line and/or load is connected with bus bar. If cable terminals are used, Figure 5–10 construction requirements shall apply.
6. Rigid insulating barriers shall project at least 1/4 inch beyond any energized parts when the maximum wire size is installed.
7. Termination of bus bar and cable line or load conductors may be cable as per Figure 5–10 or bus as per this drawing. If bus and cable terminations are used together, proper locations and alignment of stud "A" must be maintained to facilitate the installation of bypass jumpers.
8. Stud "A" shall be located in the clear area between the terminating lug and the circuit-closing nut, and may be positioned on the terminal body, on the terminal screw, on the bus member, or incorporated as part of the wire stop.
9. Serviceability—The line and/or load bus is to be connected to the bus block member in a manner that allows ready replacement of the test-bypass block assembly.

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**Figure 5-12: Safety Socket Box for Meters Used with Instrument Transformers**

**EUSERC No. 339**



**Note(s):**

1. This device may be used as safety socket box where the Company installs a nonresidential 120 V, two-wire service or a single-phase service requiring auxiliary equipment in the test block compartment (see [Subsection 9.4](#)).
2. See [Table 5-4](#) and [Figure 5-3](#) for meter socket requirements.
3. This box is not to be used for commercial, industrial, multi-family, or agricultural self-contained services (see [Figure 5-8](#) and [Figure 5-9](#)).
4. All section covers shall be independently removable. Upper cover shall be nonremovable when meter is in place. Lower cover shall be sealable and permanently labeled "DO NOT BREAK SEALS, NO FUSES INSIDE."

**11.0 Current-Transformer Cabinet and Meter-Socket Panel**

A current-transformer cabinet or switchboard-service section shall be installed when the capacity requirements of self-contained metering is exceeded. Use of a switchboard-service section is recommended for services 201 A through 400 A (see [ESR-6](#) for details).

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The maximum capacity of a current-transformer cabinet installation is 400 A. Where the capacity of the largest conductor permitted in the service-wiring raceway exceeds 400 A, a switchboard-service section shall be installed.

A current-transformer cabinet may be used as a combination current-transformer cabinet and service-terminating pull box for separately-metered, single-commercial installations only.

Only conductors associated with metering or grounding shall be permitted in a current-transformer cabinet. No connections shall be made in any current-transformer cabinet to supply any other meter, except as required by the Company.

RkVah meters associated with current-transformer cabinet installations shall be installed in accordance with [Figure 5-12](#) and [Figure 5-17](#). Where a current-transformer cabinet and its associated safety socket box are located inside a meter room, the entire meter and service installation shall be placed in the same room. No aisle, passageway, door used for through traffic, or other obstruction shall interfere or otherwise restrict ready access between the service equipment. Where located outside of a building, the entire service installation shall be grouped in one location, and the requirements for unobstructed access shall apply.

A level standing and working surface, entirely on the property served, clear and unobstructed, at least equal to the width and height of the current-transformer cabinet space and extending not less than 36 inches to the front shall be provided. For all installations, the minimum access and work space shall be 36" x 36" x 6'-6". Installation of this type of equipment in a cabinet-type enclosure is prohibited.

When a meter is installed on an instrument-transformer cabinet, the meter panel shall be a minimum #12 AWG, and a removable secondary test-switch perch, drilled and tapped, shall be installed as shown in detail in [Figure 5-13](#) and [Figure 5-14](#). Where meters are installed adjacent to the instrument-transformer box, refer to the requirements in [Figure 5-17](#).


The contractor shall furnish and install a transformer mounting base as shown in [Figure 5-15](#) through [Figure 5-16](#) together with all line and load conductors and pressure-type connectors. Where the instrument-transformer cabinet is used as a terminating pull box for a single commercial occupancy, the Company will furnish and install the incoming service-lateral conductors and their connectors. The Company will furnish and install all instrument-transformer secondary wiring.

Conductors attached to the lower mounting base terminals shall incline slightly forward to the front and center of the box to provide a 6-inch minimum clear space along the conductors before bending to enter any knockout. Service conductors shall enter the cabinet at one end, or within 2 inches of the end, and shall exit the cabinet at the opposite end, or within 2 inches of that end.

The neutral conductor shall be continuous through the instrument-transformer cabinet and shall be run at the rear or along the side of the cabinet. Where used as a terminating pull box, a double neutral lug shall be provided. The neutral shall be bonded to the enclosure.

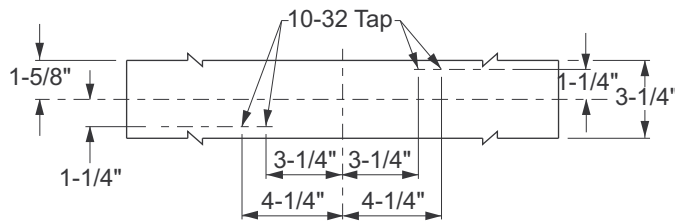
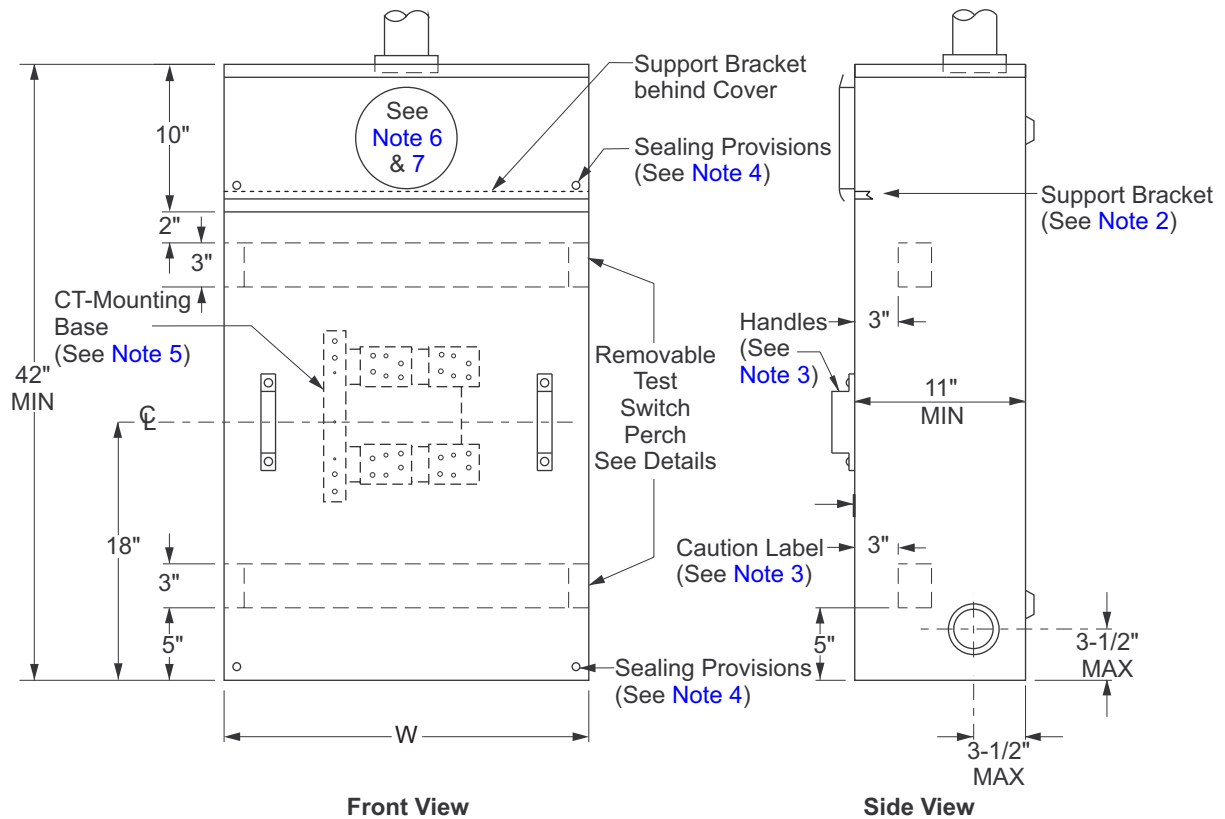
See [Figure 5-13](#) through [Figure 5-17](#) for current-transformer cabinet and installation details.

FOR REFERENCE ONLY

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**Figure 5–13: Combination Current-Transformer Cabinet and Meter-Socket Panel for Overhead Service — 400 A Maximum**

**EUSERC No. 313**




Removable Test Switch Perch

Minimum Box Dimensions	
W (MIN)	
3Ø 4-wire Y or Δ	1Ø or 3Ø 3-wire
36"	24"

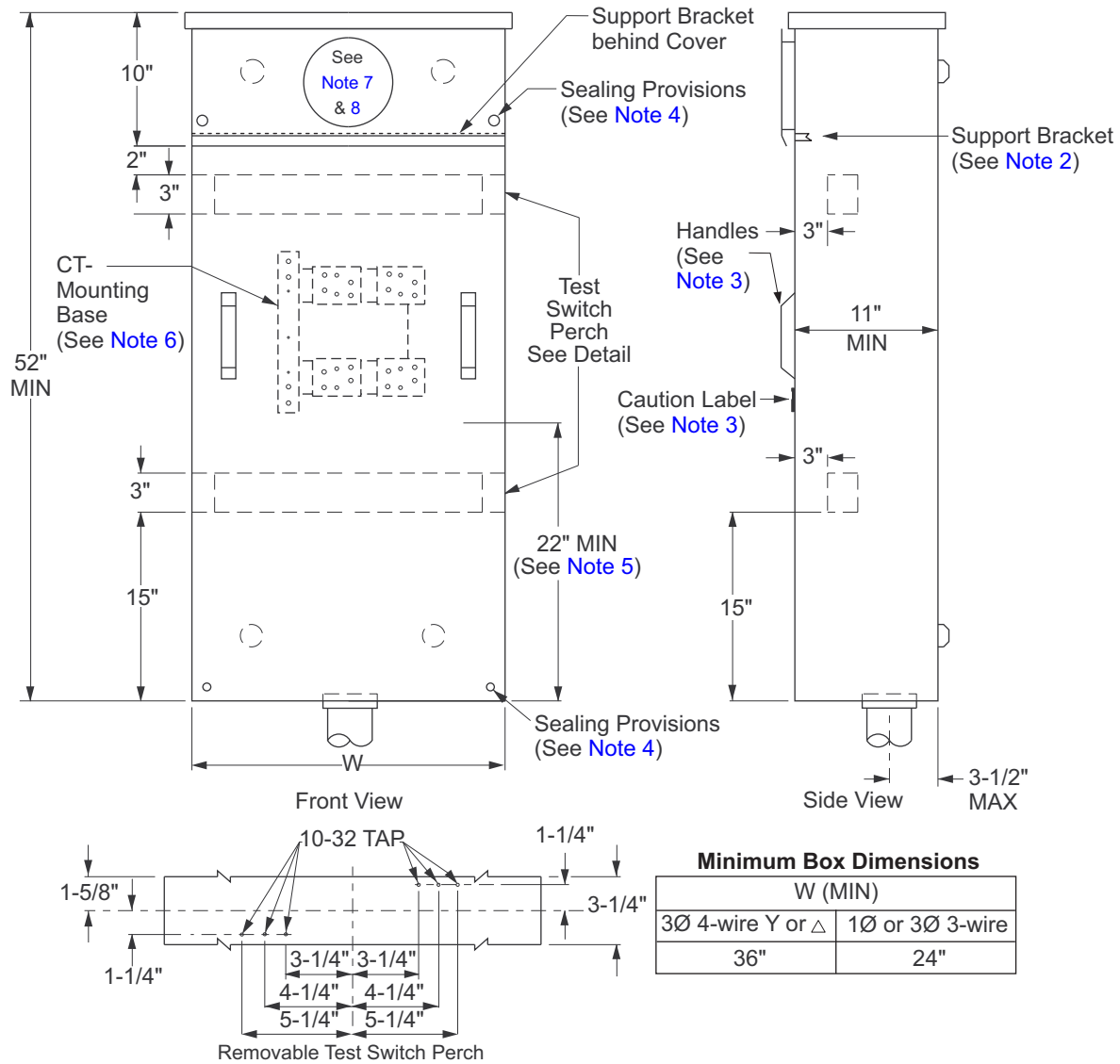
**Note(s):**

1. See Section 11.0 for general requirements.
2. A panel support bracket shall be provided as shown for the meter and current-transformer panels. The meter panel shall be attached to the bracket with screws to prevent the bracket from pulling out when the meter is removed from the socket.
3. Current-transformer compartment cover panel(s) shall be limited to a maximum of 9 square feet in area, shall have two lifting handles and a caution label reading "DO NOT BREAK SEALS, NO FUSES INSIDE."
4. All meter panels and current-transformer compartment covers shall be sealable.
5. See Figure 5–15 through Figure 5–16 for current transformer (CT) mounting base details.
6. See Table 5–4 and Figure 5–3 for meter socket requirements.
7. Socket shall be front-connected type for CT wiring.

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**Figure 5-14: Combination Current-Transformer Cabinet and Meter-Socket Panel for Underground Service —400 A Maximum**

**EUSERC No. 314**



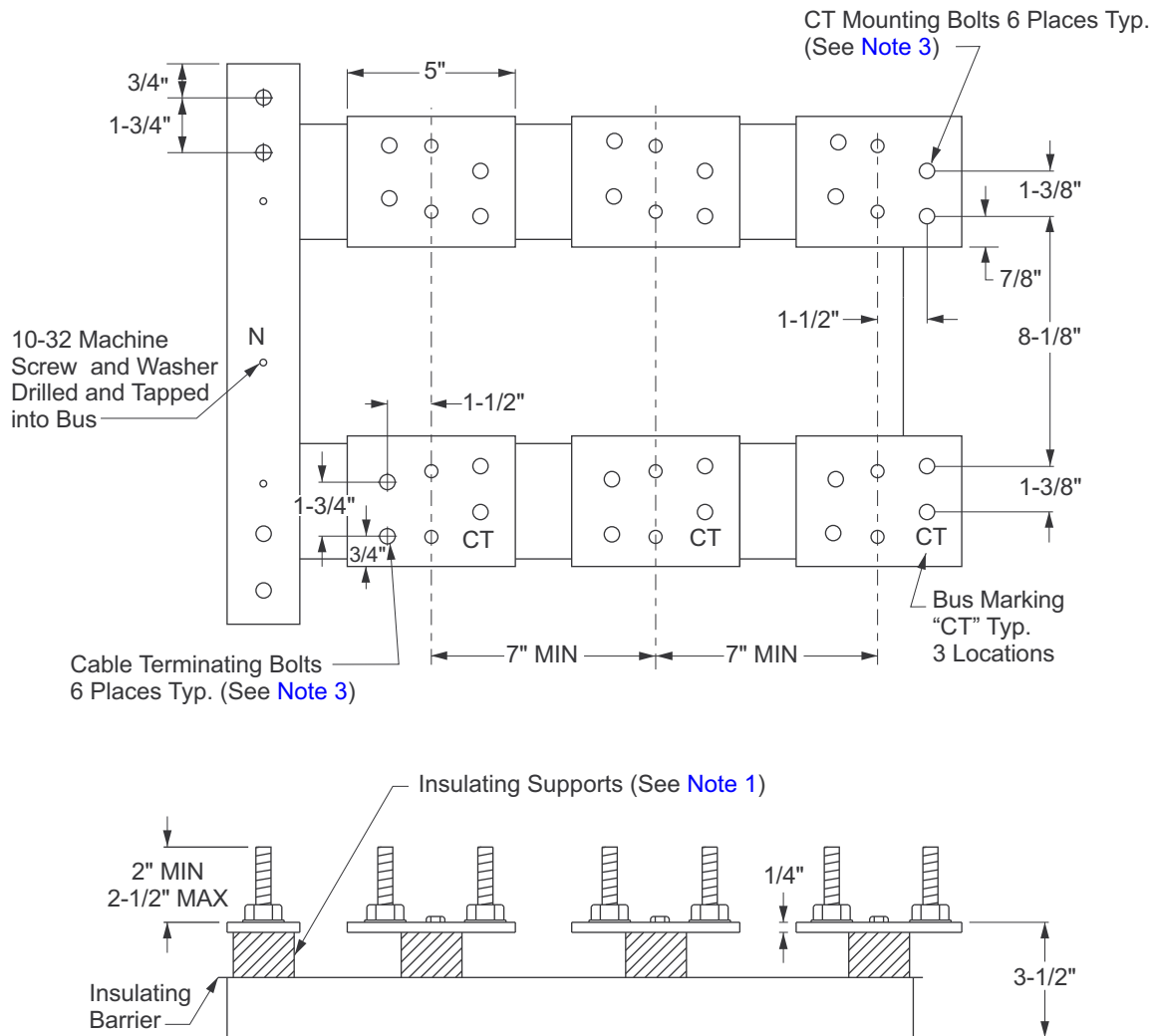
**Note(s):**

1. See Section 11.0, for general requirements.
2. A panel support bracket shall be provided as shown for the meter and current-transformer panels. The meter panel shall be attached to the bracket with screws to prevent the bracket from pulling out when the meter is removed from the socket.
3. The current-transformer compartment cover panel(s) shall be limited to a maximum of 9 square feet in area, shall have two lifting handles and a caution label reading "DO NOT BREAK SEALS, NO FUSES INSIDE."
4. All meter panels and current-transformer compartment covers shall be sealable.
5. The termination height dimension is measured from the centerline of the lowest termination bolts. The height of the lowest neutral cable termination bolt may be reduced to a 20-inch minimum.
6. See Figure 5-15 through Figure 5-16 for CT mounting details.
7. See to Table 5-4 and Figure 5-3 for meter socket requirements.
8. Socket shall be front-connected type for CT wiring.

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**Figure 5-15: Current-Transformer Mounting Base Three-Phase, Four-Wire Services —  
0-600 V Through 400 A Maximum**

**EUSERC No. 329A**



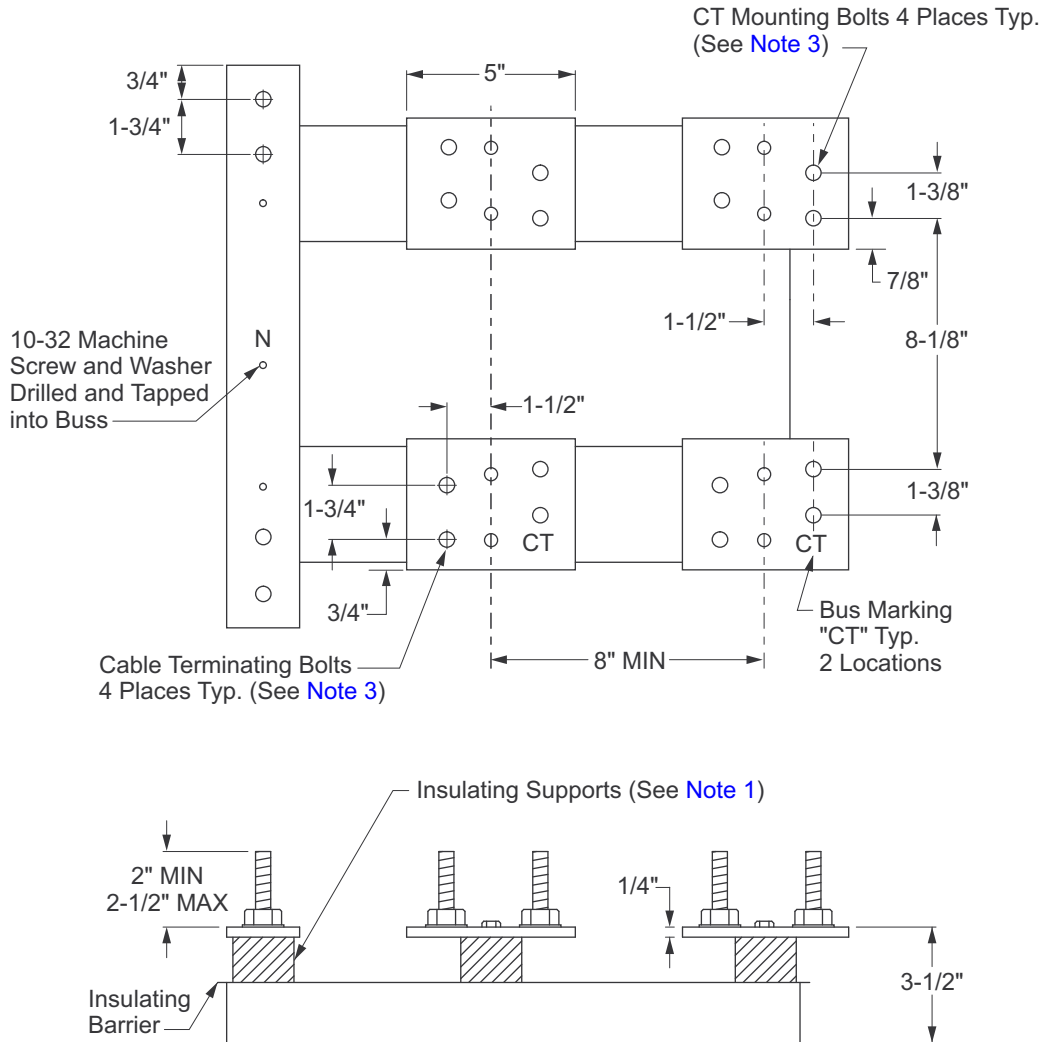
**Note(s):**

1. Insulated supports shall be rated for the serving voltage and have sufficient mechanical strength for the application.
2. Mounting base accepts bar-type current transformers only.
3. Two 1/2-inch steel bolts shall be provided for each cable terminating position and each bolt shall be furnished with a spring washer and a nut. The spring washer may be either a cone-type (Belleville) or a split-ring washer and a flat washer. Bolts shall be secured in place and spaced as shown. All parts shall be plated to prevent corrosion.
4. For applications, see Figure 5-13 and Figure 5-14.
5. This mounting base has a maximum AIC rating of 50 kA.

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**Figure 5–16: Current–Transformer Mounting Base Single or Three-Phase, Three-Wire Services — 0–600 V Through 400 A Maximum**

**EUSERC No. 328A**



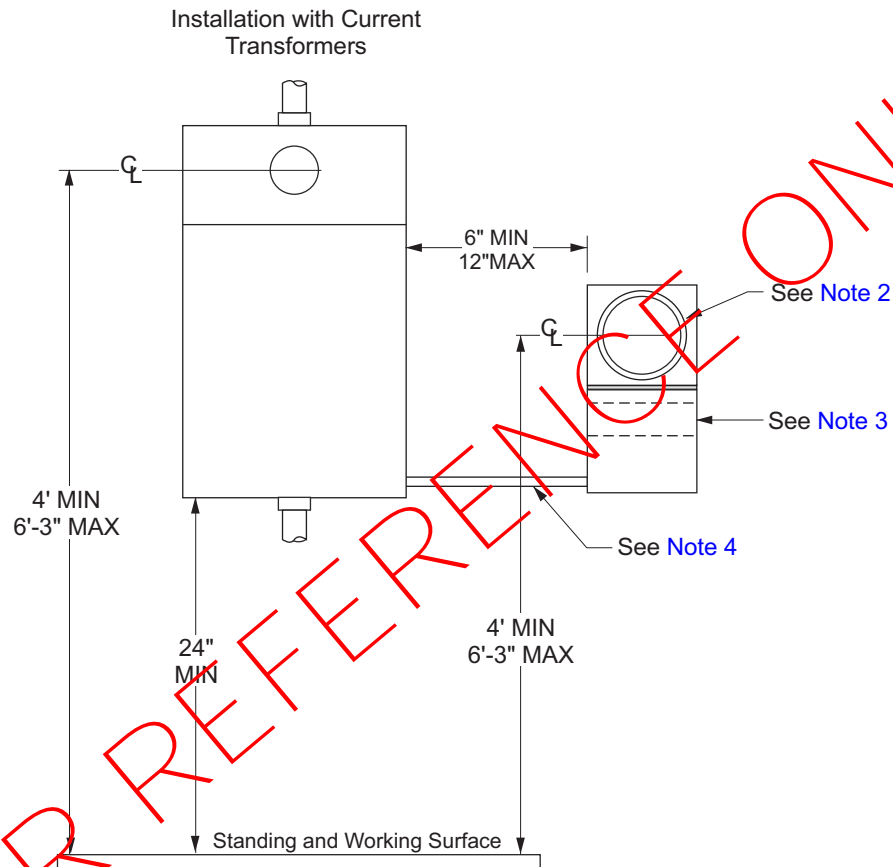
**Note(s):**

1. Insulated supports shall be rated for the serving voltage and have sufficient mechanical strength for the application.
2. Mounting base accepts bar-type current transformers only.
3. Two 1/2-inch steel bolts shall be provided for each cable terminating position and each bolt shall be furnished with a spring washer and a nut. The spring washer may be either a cone-type (Belleville) or a split-ring washer and a flat washer. Bolts shall be secured in place and spaced as shown. All parts shall be plated to prevent corrosion.
4. For applications, see [Figure 5–13](#) and [Figure 5–14](#).
5. This mounting base has a maximum AIC rating of 50 kA.

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**Figure 5–17: Single-Phase and Three-Phase Meters and Metering Equipment EXO Current-Transformer Installation Meter Spacing and Clearances**



**Note(s):**

1. Instrument-transformer cabinet, see [Figure 5–13](#) and [Figure 5–14](#). See [Figure 5–15](#) and [Figure 5–16](#) for current-transformer mounting base.
2. For meter socket terminal arrangement, see [Table 5–4](#) and [Figure 5–3](#).
3. For safety socket box, see [Figure 5–12](#) when a phasing transformer is used.
4. Secondary conduit, - minimum 1-1/4 inches, conduit may leave top, side, or bottom of transformer box at any location which does not interfere with the service wiring raceways. See [Section 11.0](#), for location of box

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## 12.0 Grounding and Bonding

The California Public Utilities Commission (CPUC) requires transformer windings to be effectively grounded, and where a secondary system is grounded at any point, the CPUC and the NEC require the grounded conductor to be run to each service.

The local Service Planning Office must be consulted before purchasing any 240 V, three-phase service equipment. They will provide specific requirements for each 240 V installation in question. Where incorrect service equipment is installed and the Company had not been contacted in advance, the customer will be responsible for all modifications.

Two hundred forty (240) V, three-phase, three- or four-wire delta services will be supplied from secondary systems which have either one phase grounded or the midpoint of one transformer grounded. In either case, the Company will install a neutral or separate grounding conductor with the service conductors. This conductor and the customer's neutral or grounding conductor connected to it, shall be bonded as required.


The grounding conductor may pass through the metering compartment, but where a bare wire is used, it shall be barriered from the other service entrance conductors. Typical installations are illustrated in the Electrical Service Grounding and Bonding Diagrams shown in [Figure 5-18](#) through [Figure 5-36](#).

The metering requirements for 240 V, three-phase delta services will vary from location to location, depending on the transformer grounding method used. Where one phase of the system is grounded, self-contained metering equipment must have 5-terminal meter sockets, and instrument-transformer equipment must have 15-terminal meter sockets. Where the midpoint of one transformer is grounded, self-contained metering equipment must have 7-terminal meter sockets and current-transformer metering equipment must have 15-terminal meter sockets, depending on ampacity and bus configuration (see [Table 5-4](#) and [Figure 5-3](#)).

### 12.1 Requirements for Various Serving Voltages

Serving voltages will be supplied as follows:

- A. A 120 V, single-phase, two-wire service will be supplied from secondary systems with one conductor grounded.
- B. A 120/240 V and 240/480 V, single-phase, three-wire service will be supplied from secondary systems with the transformer midpoint grounded.
- C. A 120/208 V and 240/480 V, single-phase, three-wire service will be supplied from secondary systems with the point common to all transformers grounded. Single-phase services from these systems will be supplied as three-wire services whether or not a neutral is required for the load to be served. Three-phase services from these systems will be supplied as four-wire services whether or not a neutral is required for the load to be served.
- D. A 120/240 V, four-wire delta combination single- and three-phase services will be supplied from secondary systems which have the midpoint of one transformer grounded.
- E. A 240 V, three-phase, three- or four-wire delta service will be supplied from secondary systems, which have either one phase grounded or the midpoint of one transformer grounded. A 240 V, three-phase, three-wire service and 120/240 V, three-phase, four-wire service shall **not** be served from the same transformer bank.

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- F. A 480 V, three-phase, three-wire delta system is ungrounded.
- G. A 277/480 V, four-wire system will be wye-connected with a neutral supplied with each service whether or not a neutral is required for the load to be served.


With each new service from a grounded secondary system, the Company will install a neutral or grounding conductor. This conductor (or the customer's neutral or grounding conductor connected to it) shall be bonded to the service-equipment enclosure under seal and ahead of the meter switch or main service disconnect. The minimum conductor size shall be in accordance with Section 250-24 (b) of the current edition of the NEC.

All other service-wire installation grounding and bonding is subject to the requirements of applicable codes. Grounding electrode conductors required by such codes shall, where practicable, be connected to the neutral or bonding terminals in compartments which will not be under seal.

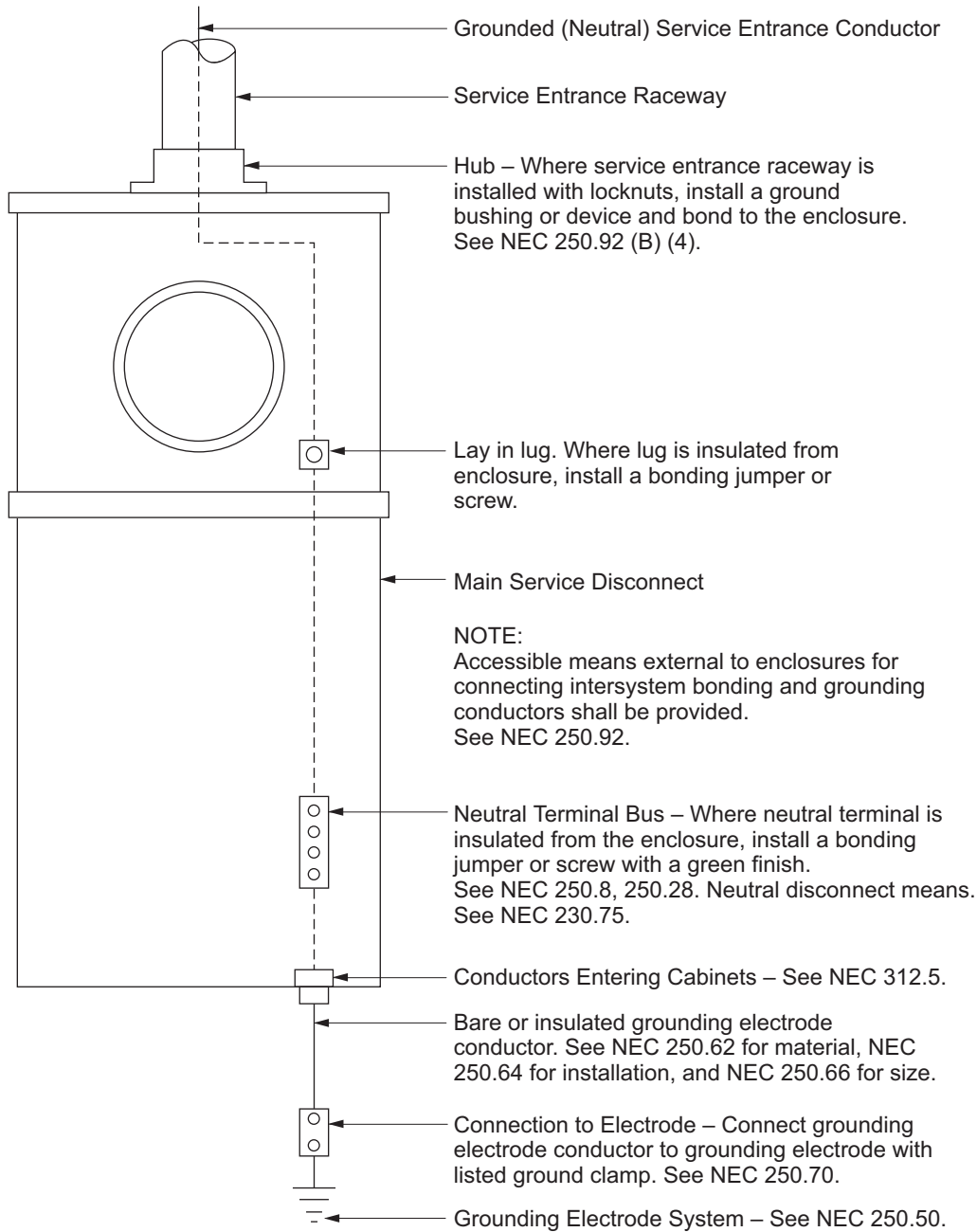
### 12.2 Electrical Service Grounding and Bonding Diagrams


The Southwestern Section of the International Association of Electrical Inspectors (IAEI) has issued a bulletin under the title "Electrical Service Entrance Grounding and Bonding Diagrams." These diagrams are recommended and approved by the IAEI. They are, therefore, recognized standards for Arizona, California, Hawaii, Nevada, and New Mexico areas, but are not necessarily the only methods of properly grounding and bonding.

The Company recognizes the value of such standards and has reproduced the diagrams on the following pages. However, with the exception of the bonding requirements detailed previously, these diagrams are not to be considered service requirements of the Company.

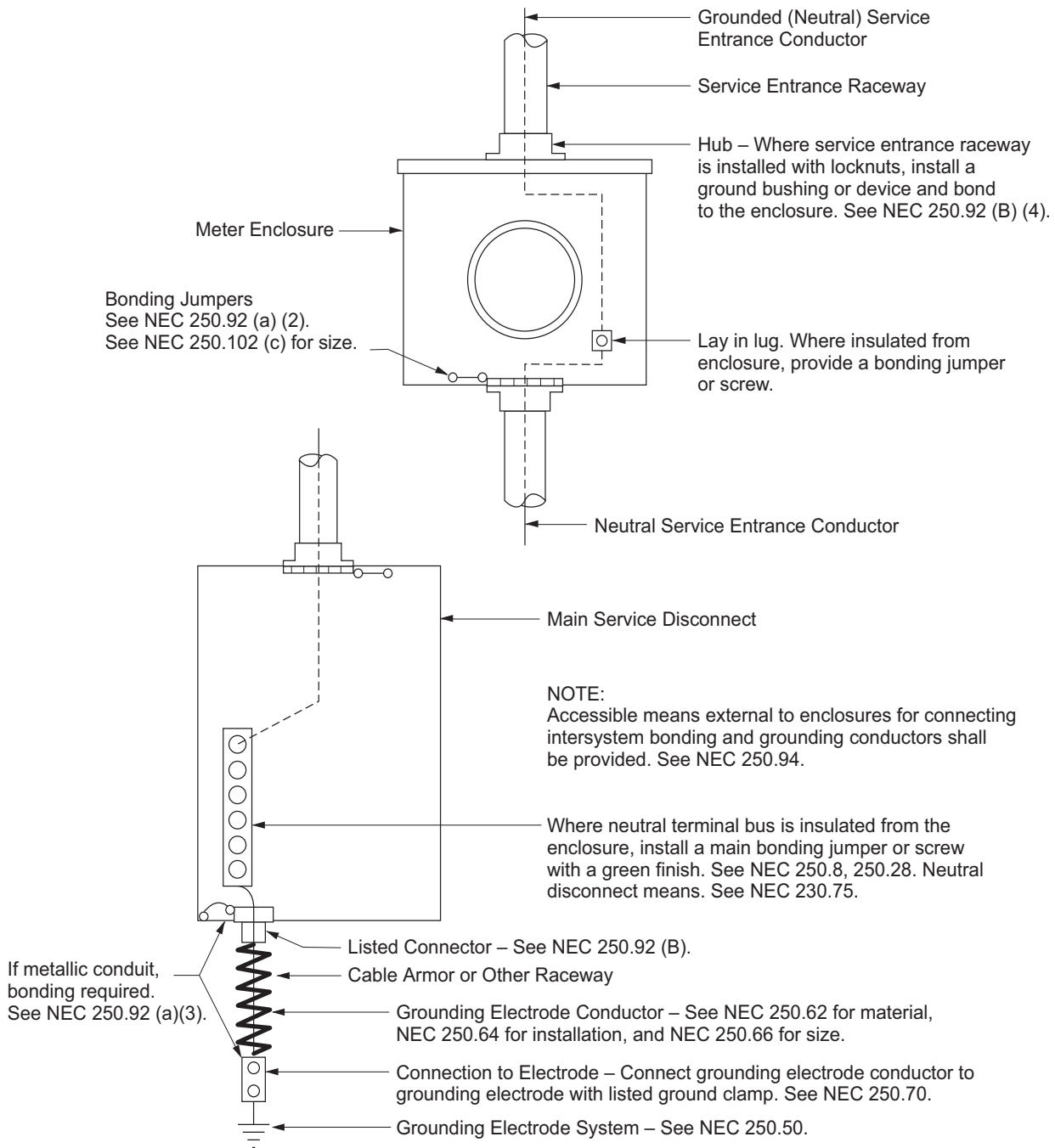
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**Figure 5–18: Combination Meter and Service Section for Overhead Dwelling Service**



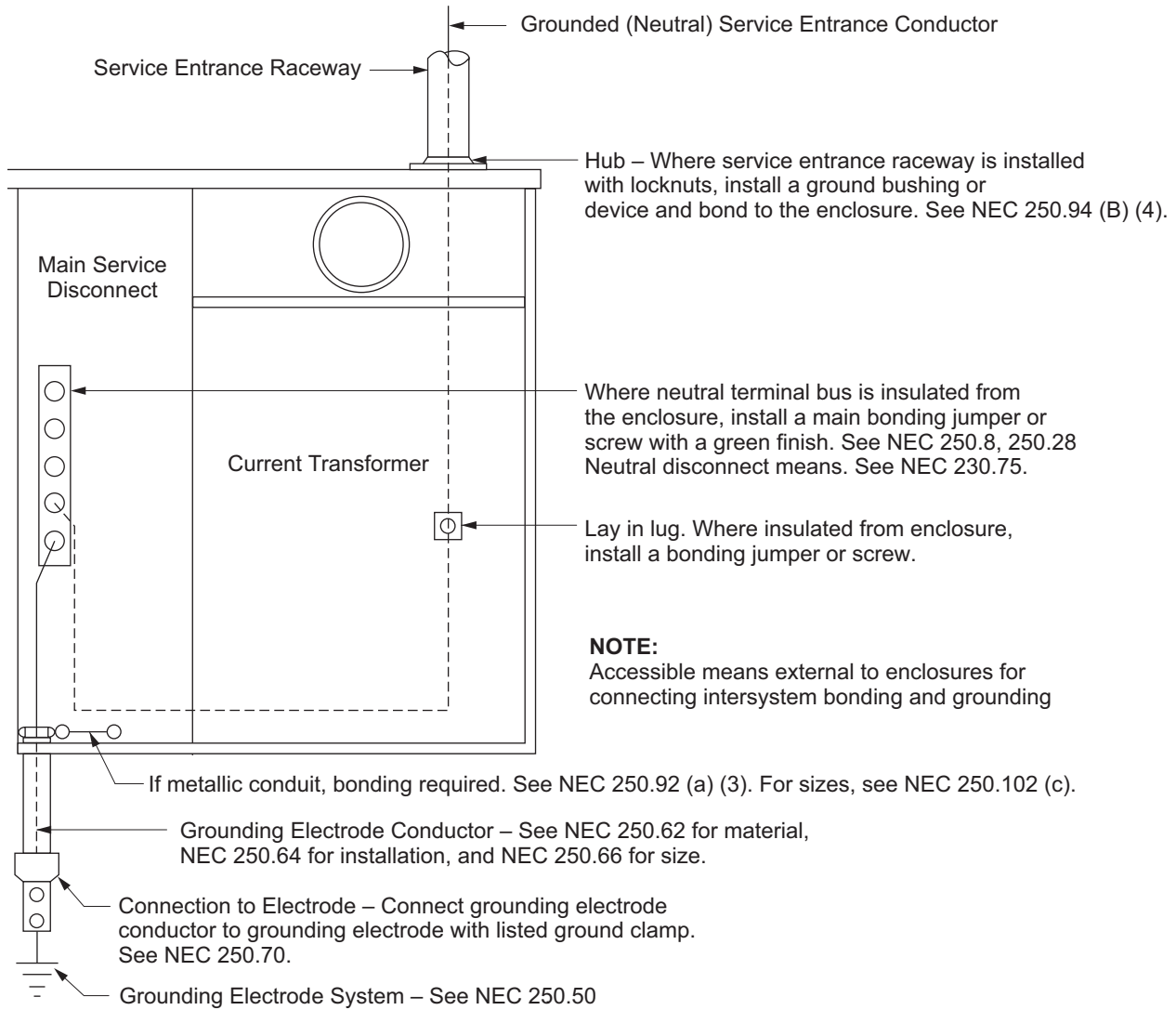
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**Figure 5–19: Meter Remote from Service Section for Overhead Dwelling Service**



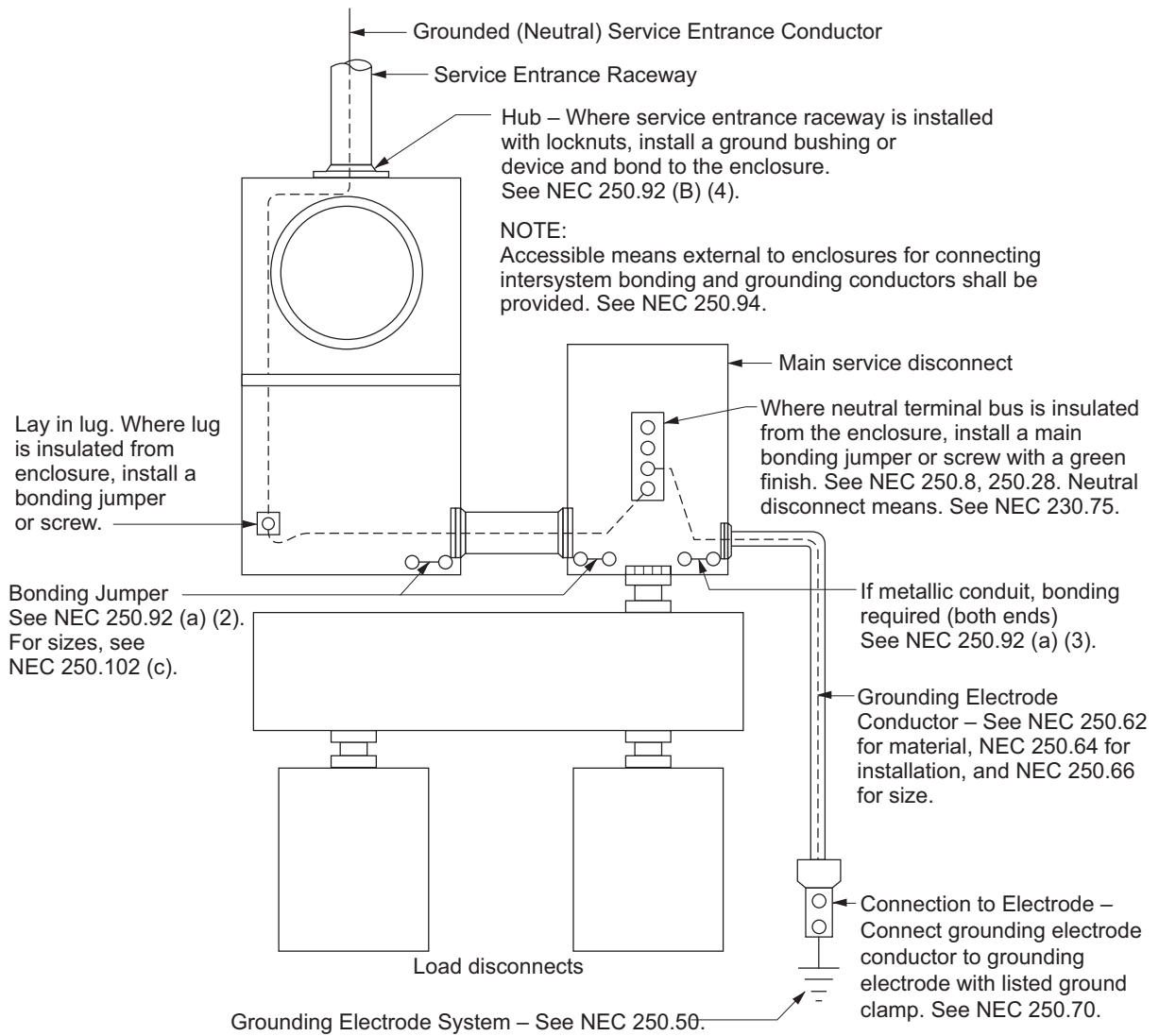
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**Figure 5-20: Meter and Service with Current-Transformer Enclosure Overhead Supply**



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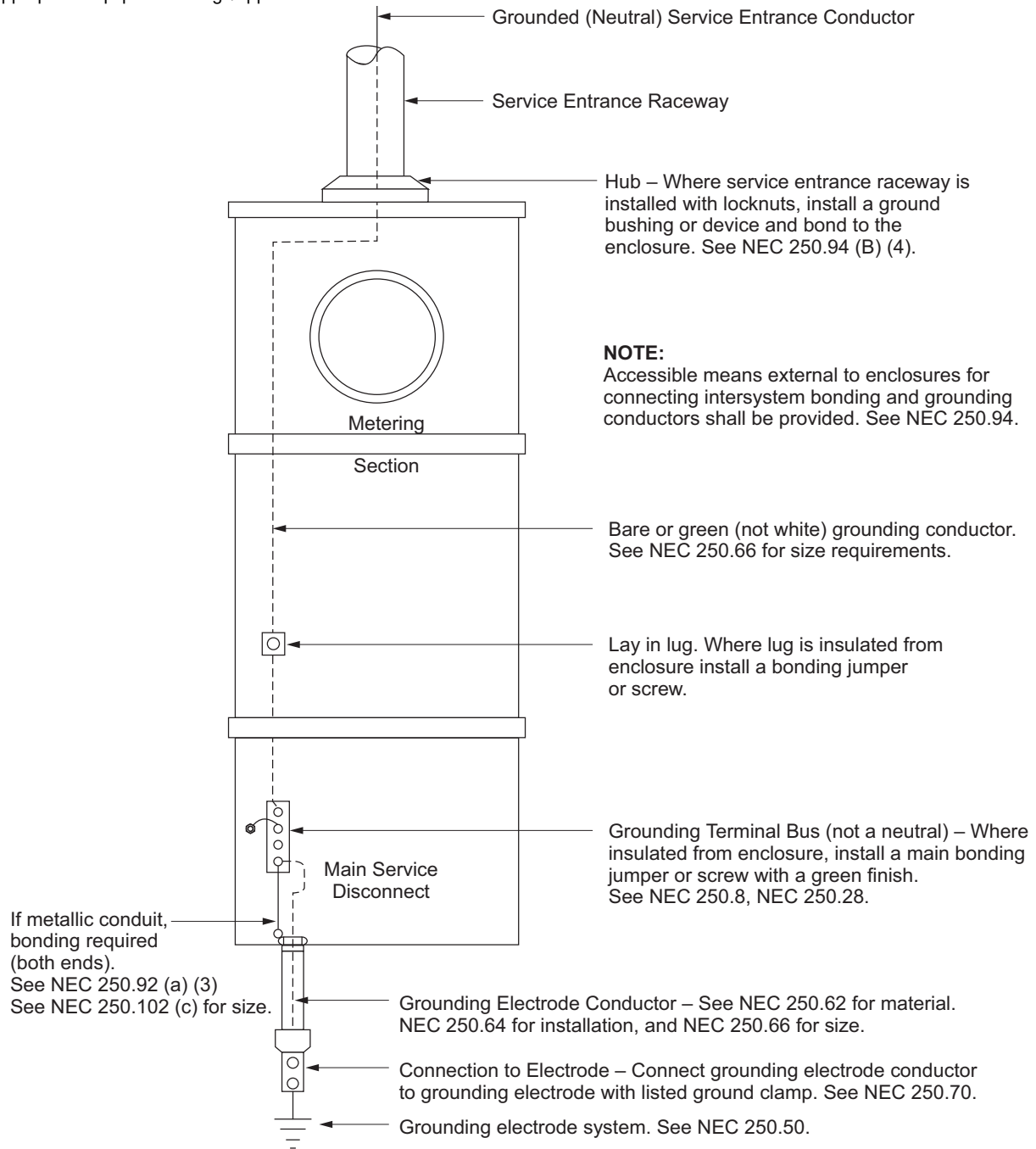
**Figure 5-21: Single-Meter Commercial Service with a Neutral (Where a Main-Disconnecting Means Is Required)**




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**Figure 5–22: Three-Phase, Three-Wire Delta Service with Added Grounding Connector**

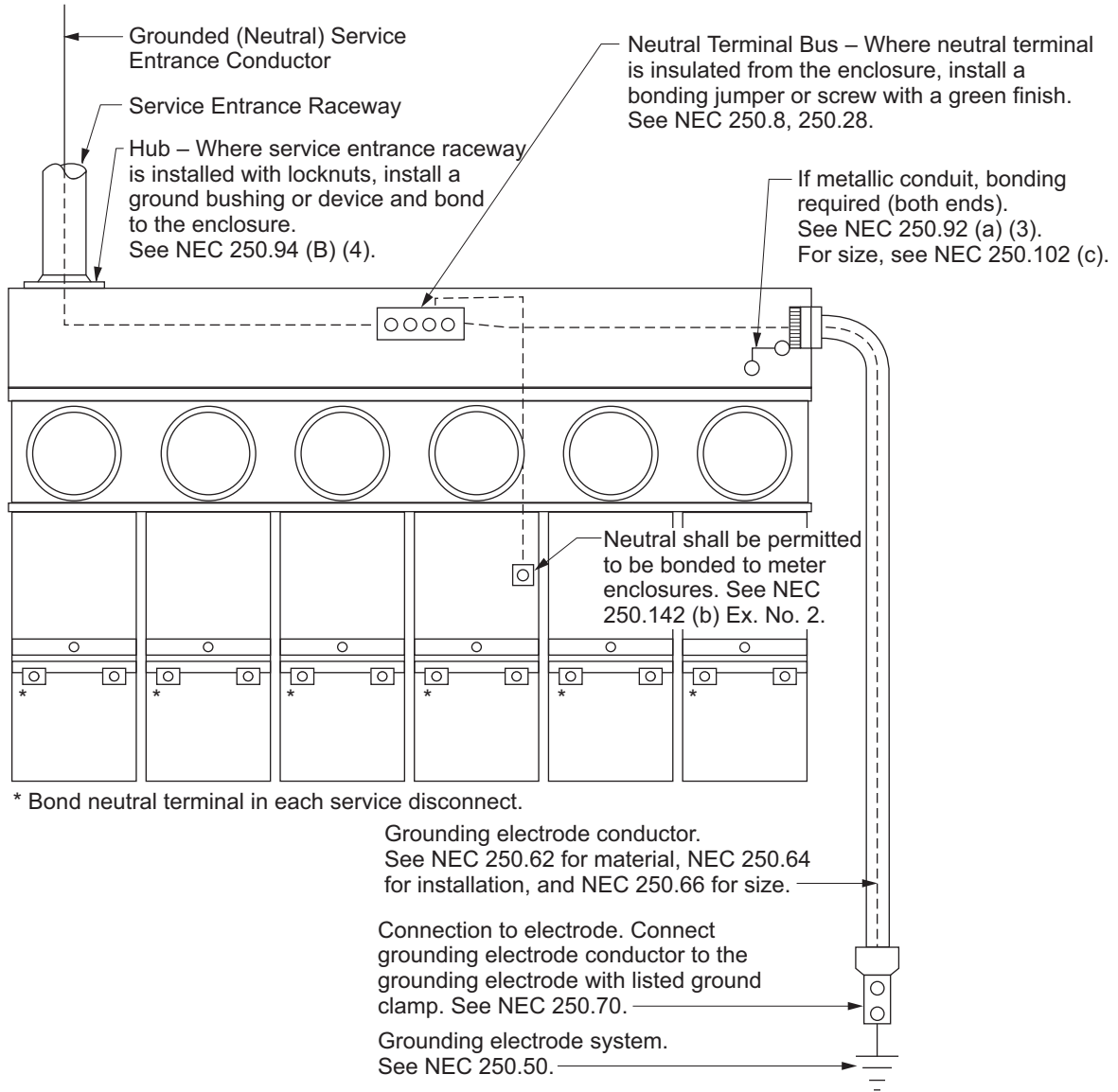
*Figure Note:* Serving utility **must** be consulted for service-transformer connections and transformer grounding to determine appropriate equipment ratings/application.



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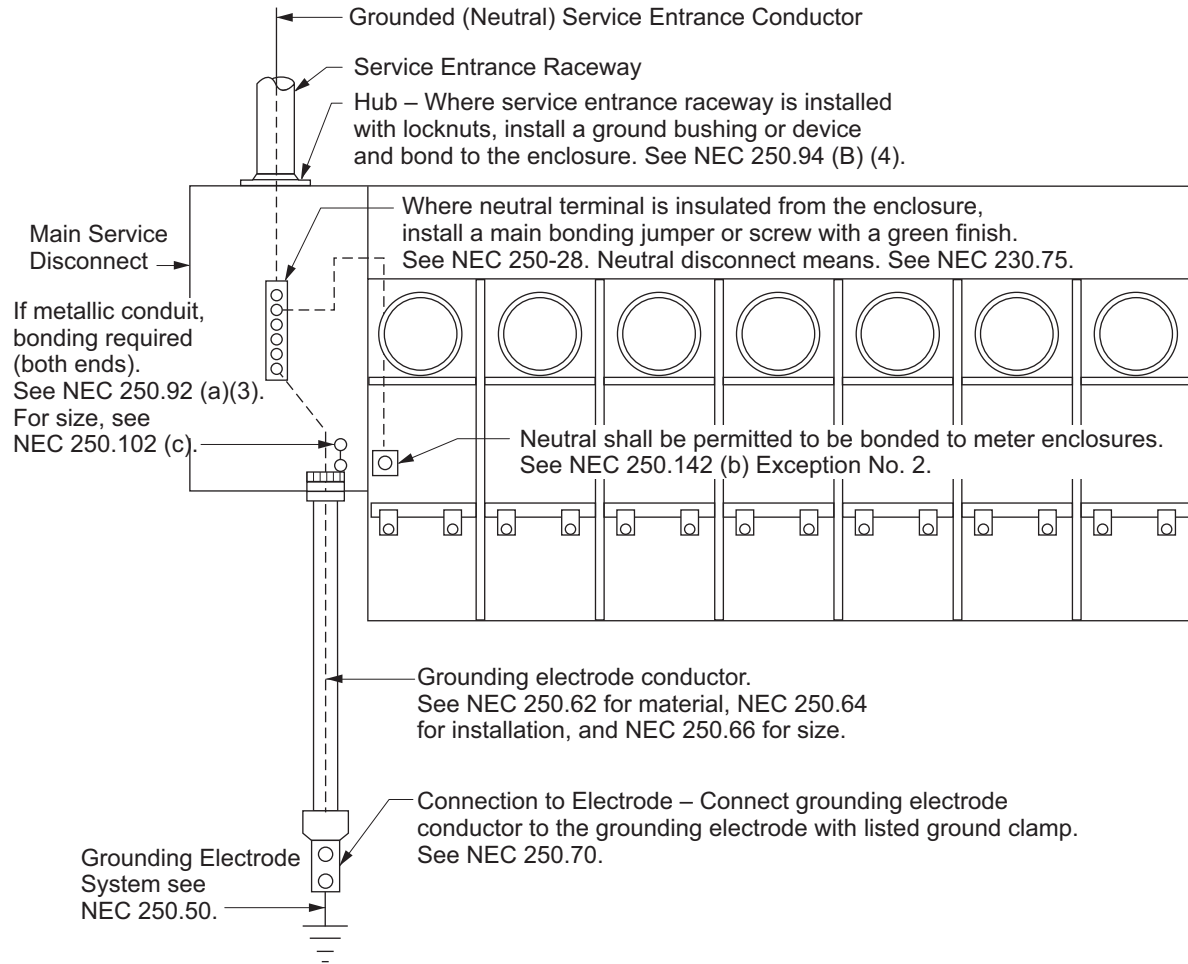
**Figure 5-23: Commercial Service, Overhead Supply — Six Subdivisions or Less**



**NOTE:**  
Accessible means external to enclosures for connecting intersystem bonding and grounding conductors shall be provided. See NEC 250.94.


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**Figure 5–24: Commercial Service, Overhead Supply — More than Six Subdivisions of Service**

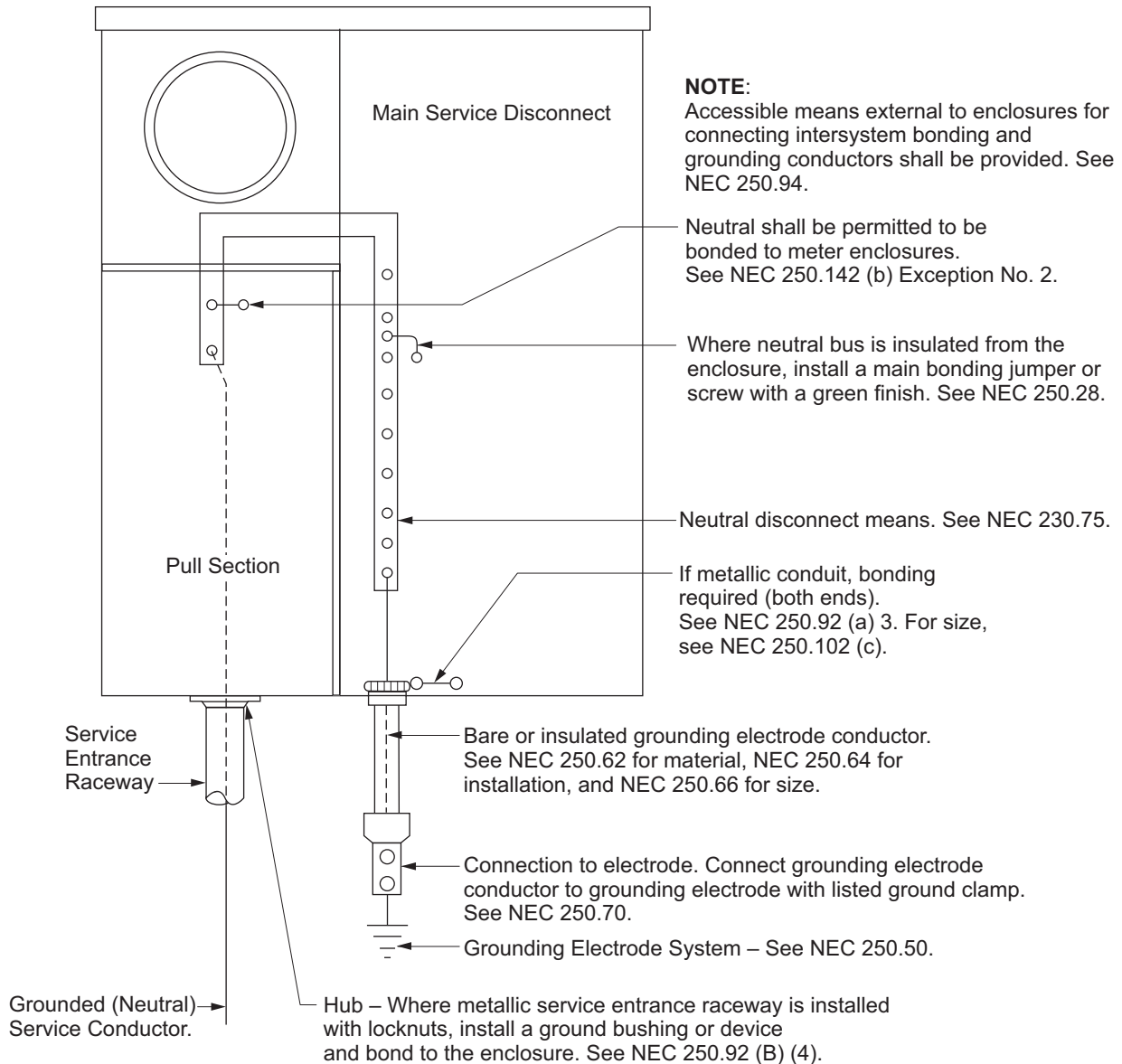


**NOTES:**

1. Accessible means external to enclosures for connecting intersystem bonding and grounding conductors shall be provided. See NEC 250.94.

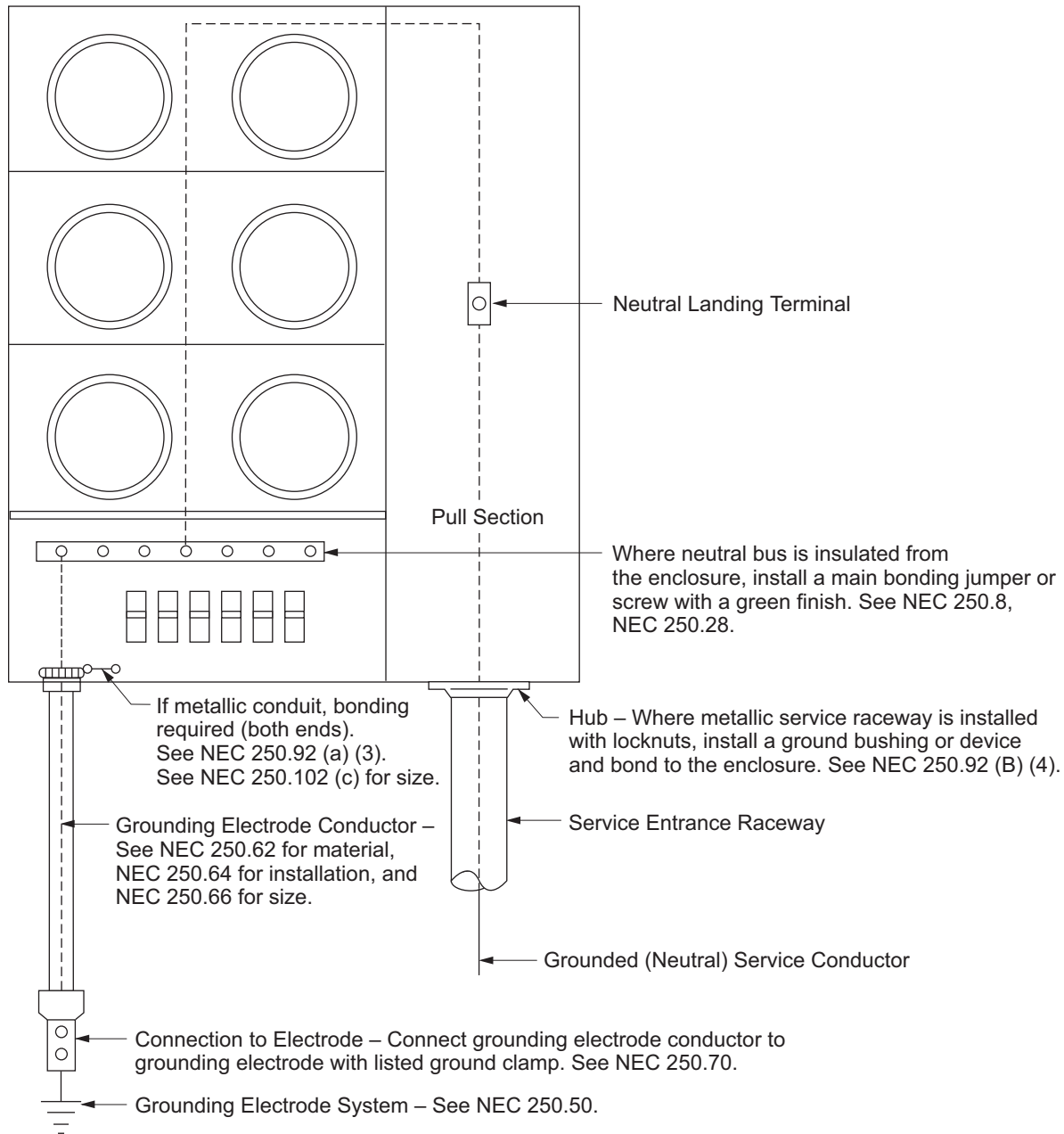
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**Figure 5–25: Combination Meter and Service for Underground Dwelling Service**




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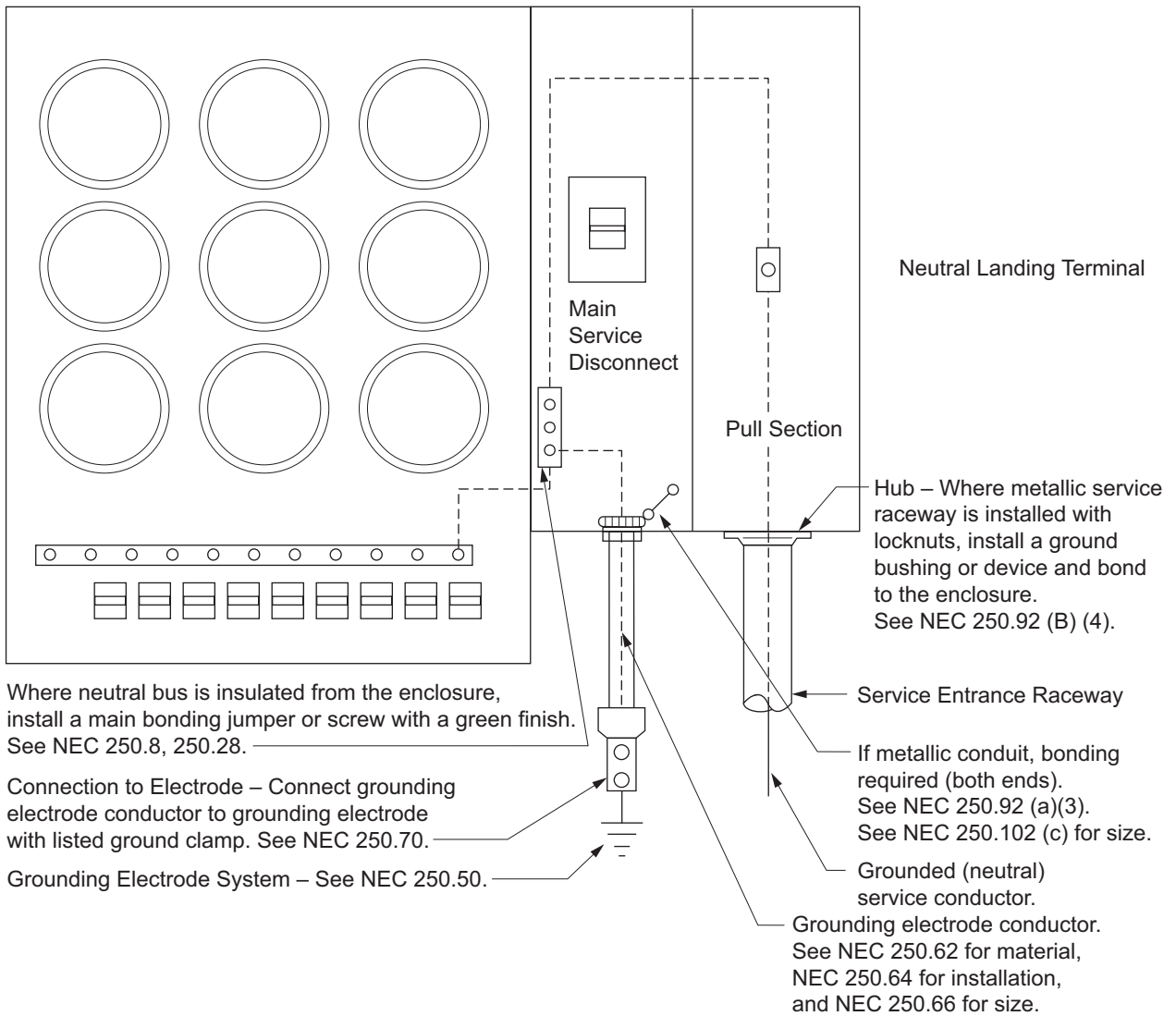
**Figure 5–26: Combination Meter and Service for Underground Multi-Family Dwelling Service — Six Subdivisions of Service or Less**



**NOTE:**  
Accessible means external to enclosures for connecting intersystem bonding and grounding conductors shall be provided. See NEC 250.94.

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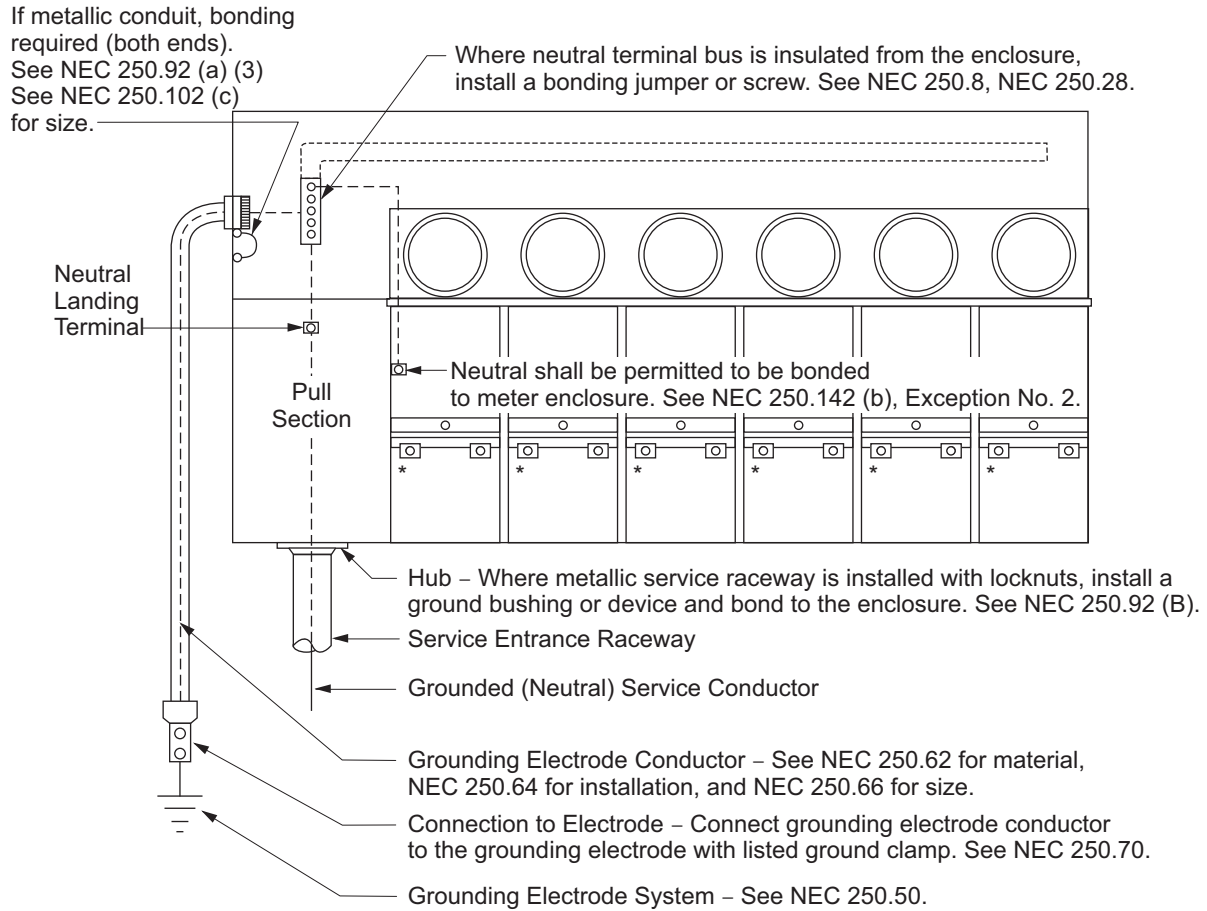
**Figure 5-27: Combination Meter and Service for Underground Multi-Family Dwelling Service — More than Six Subdivisions**



**NOTE:**  
Accessible means external to enclosures for connecting intersystem bonding and grounding conductors shall be provided. See NEC 250.94.

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**Figure 5–28: Combination Meter and Service for Underground Commercial Service — Six Subdivisions or Less**



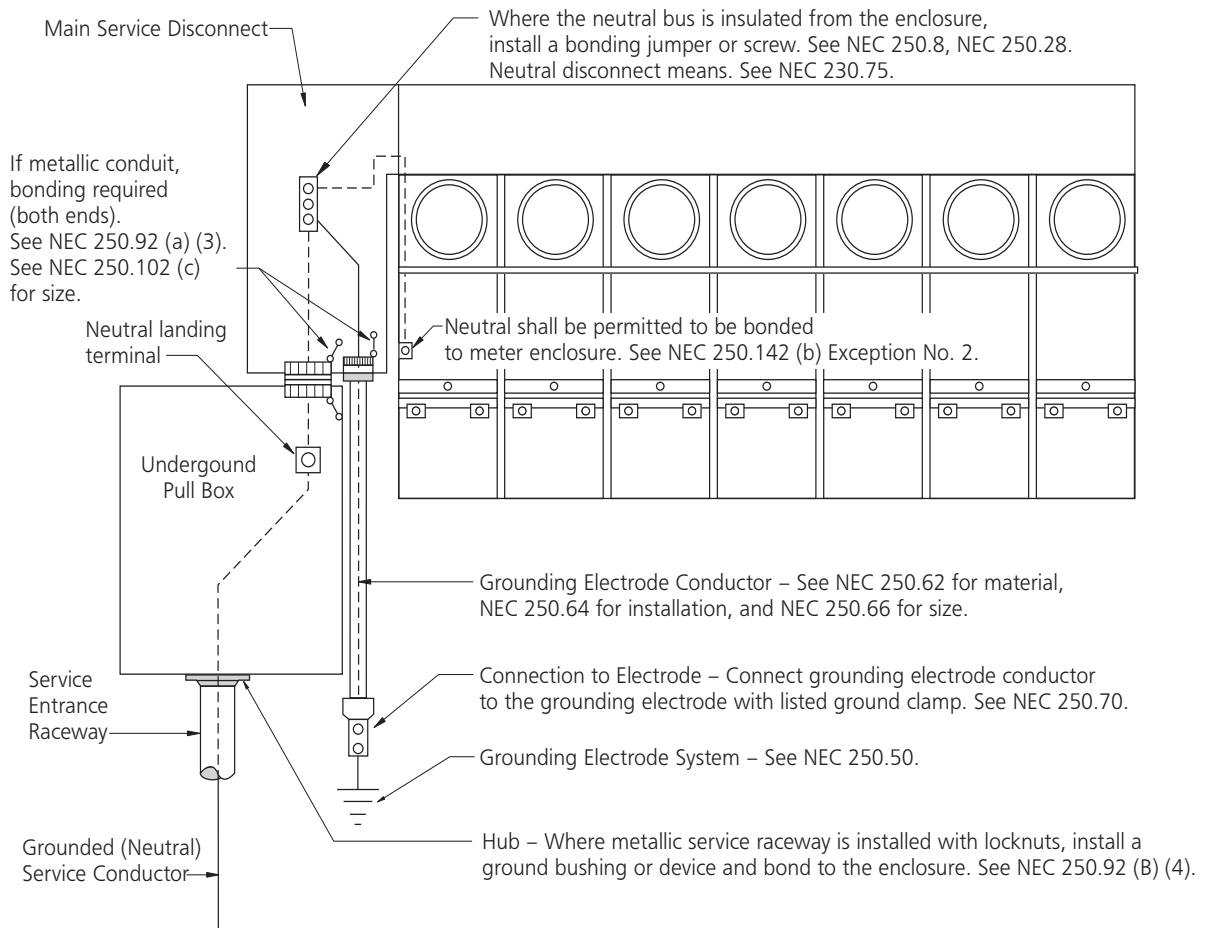
**NOTE:**

Accessible means external to enclosures for connecting intersystem bonding and grounding conductors shall be provided. See NEC 250.94.


\* Bond neutral terminal in each service disconnect.

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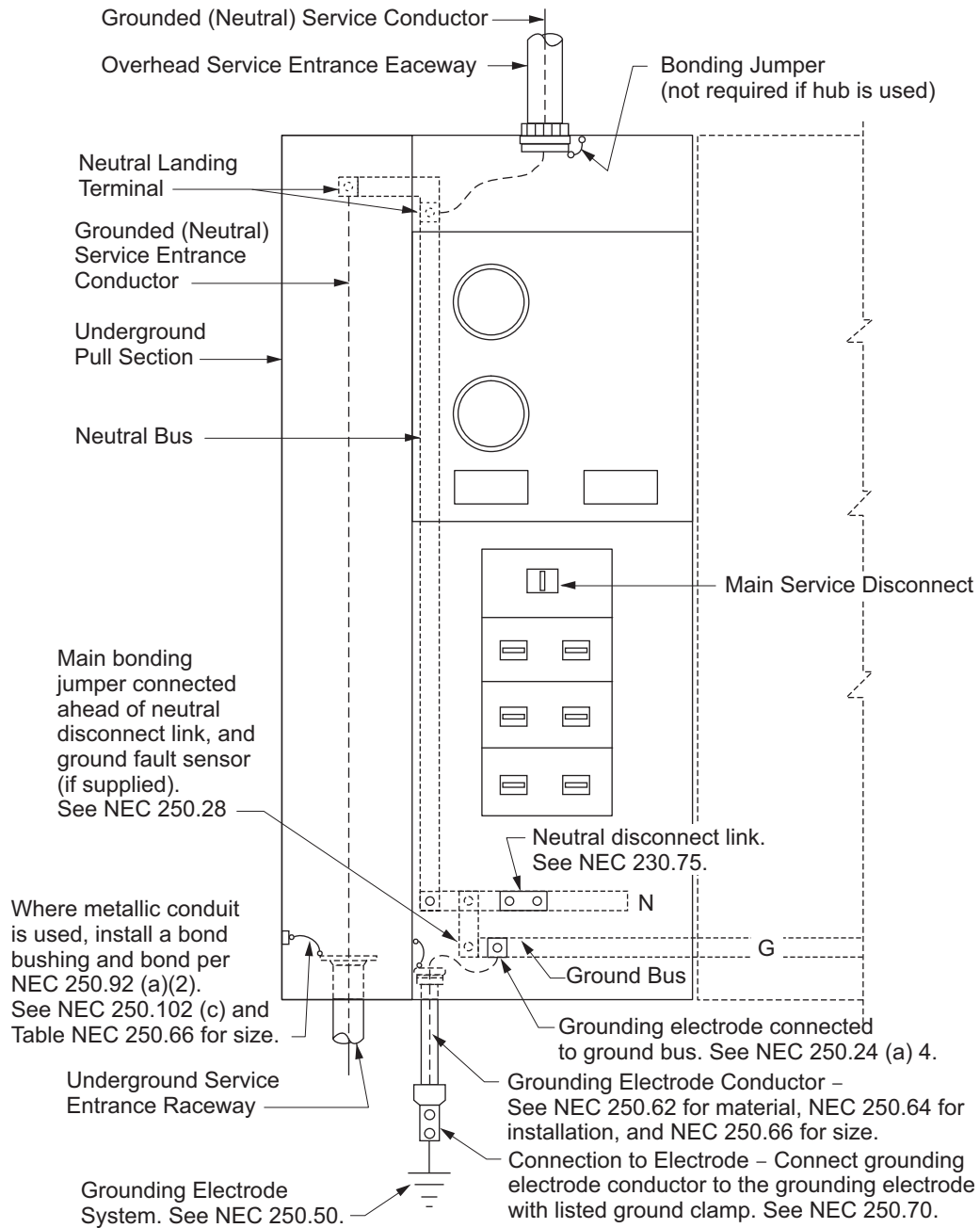
**Figure 5–29: Combination Meter and Service for Underground Commercial Service — More than Six Subdivisions of Service**



**NOTE:**  
Accessible means external to enclosures for connecting intersystem bonding and grounding conductors shall be provided. See NEC 250.94.

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**Figure 5-30: Switchboard Service Section**

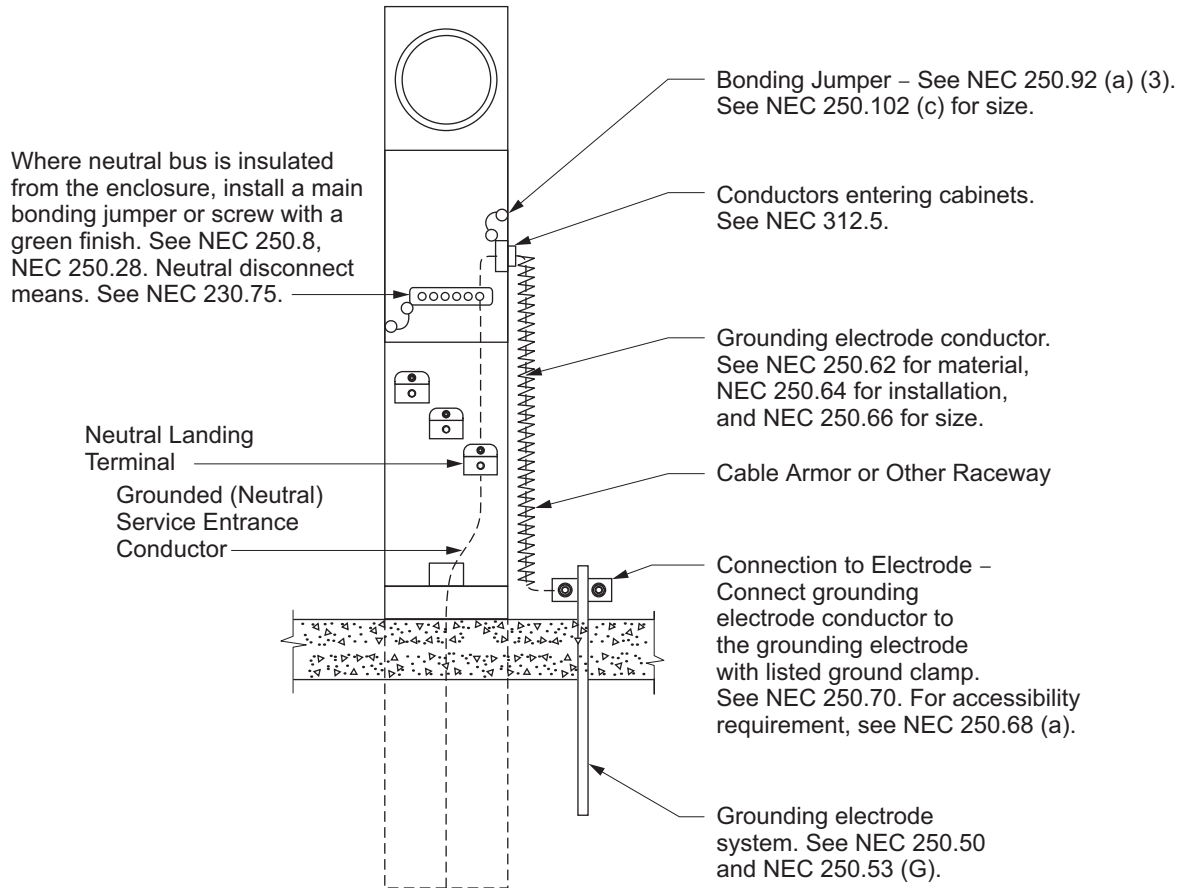


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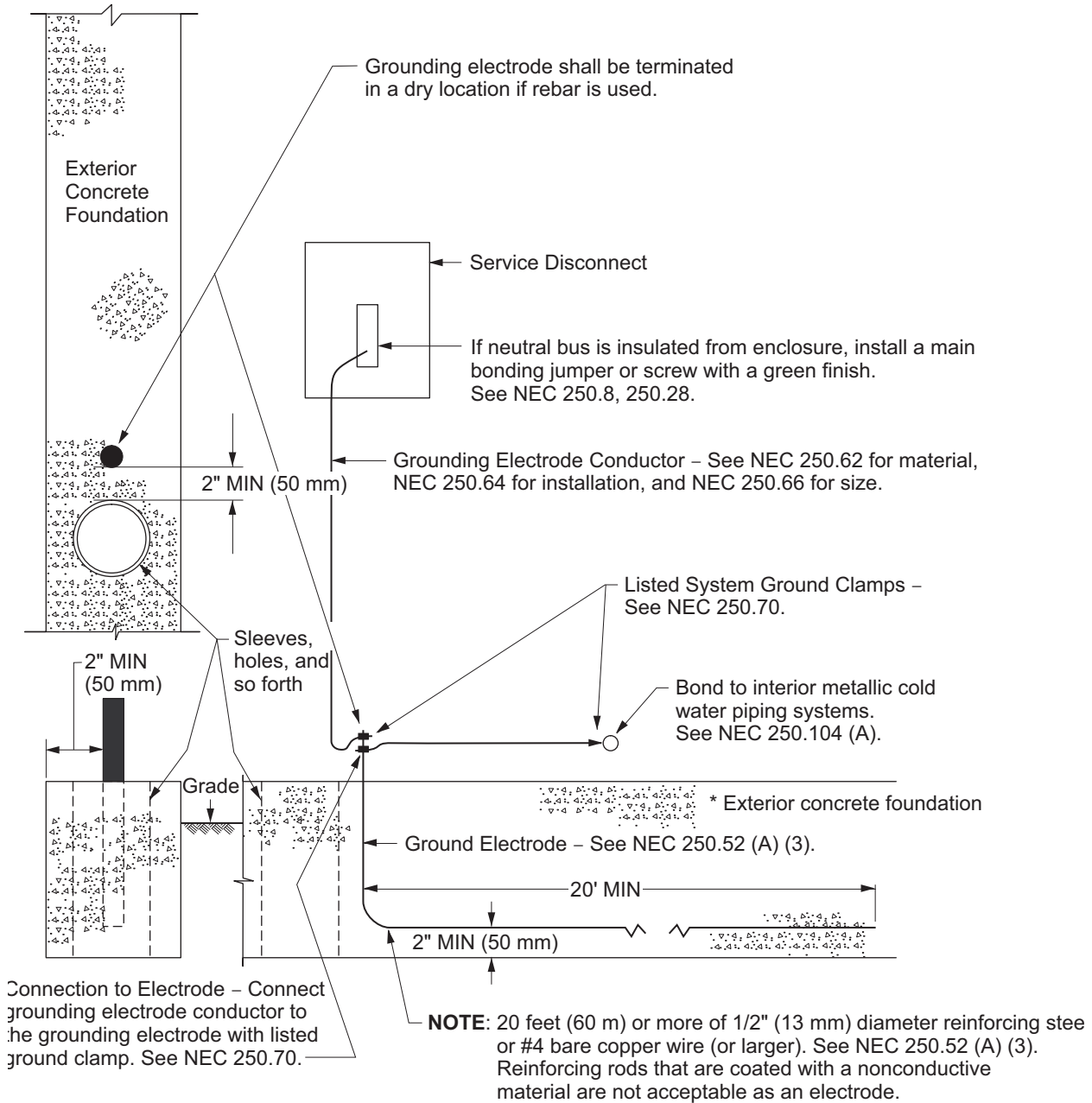
**Figure 5-31: Underground Service Post**


**Note:** Accessible means external to enclosures for connecting intersystem bonding and grounding conductors shall be provided, see Section NEC 250.94.



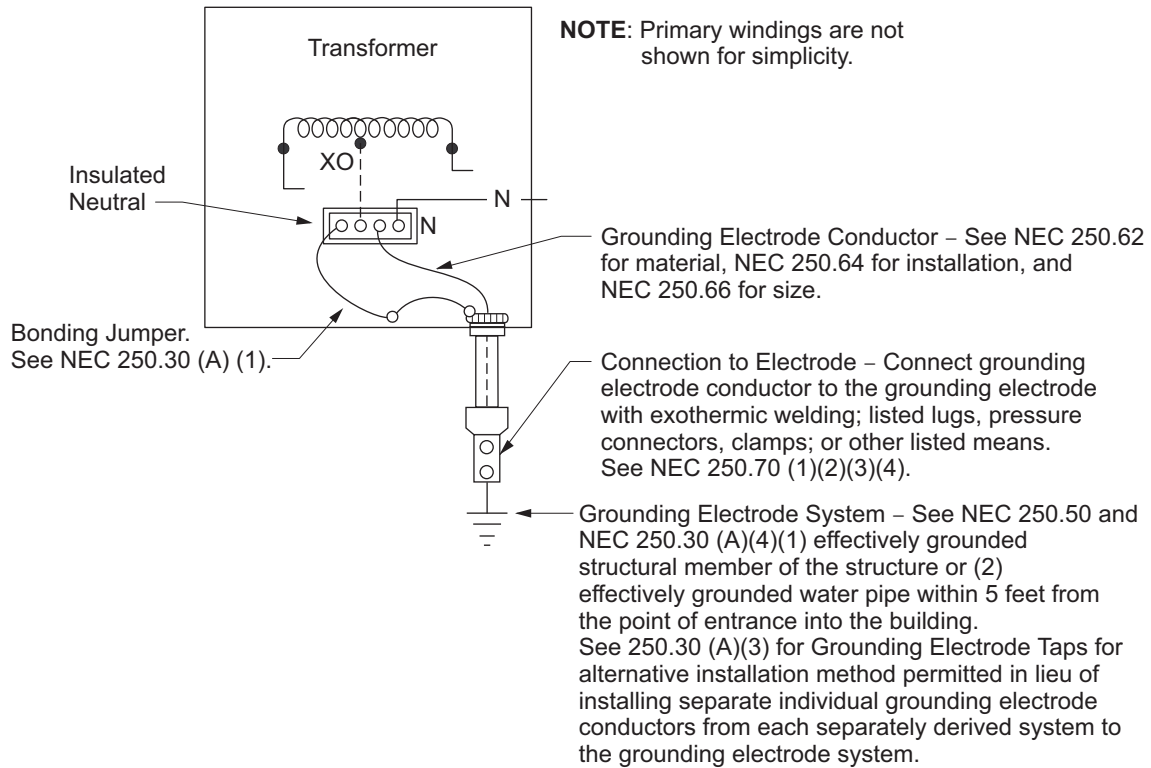
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**Figure 5-32: Concrete-Encased Electrode (Ufer Ground)**




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**Figure 5–33: Typical Single-Phase Customer’s Transformer Bonding and Grounding**

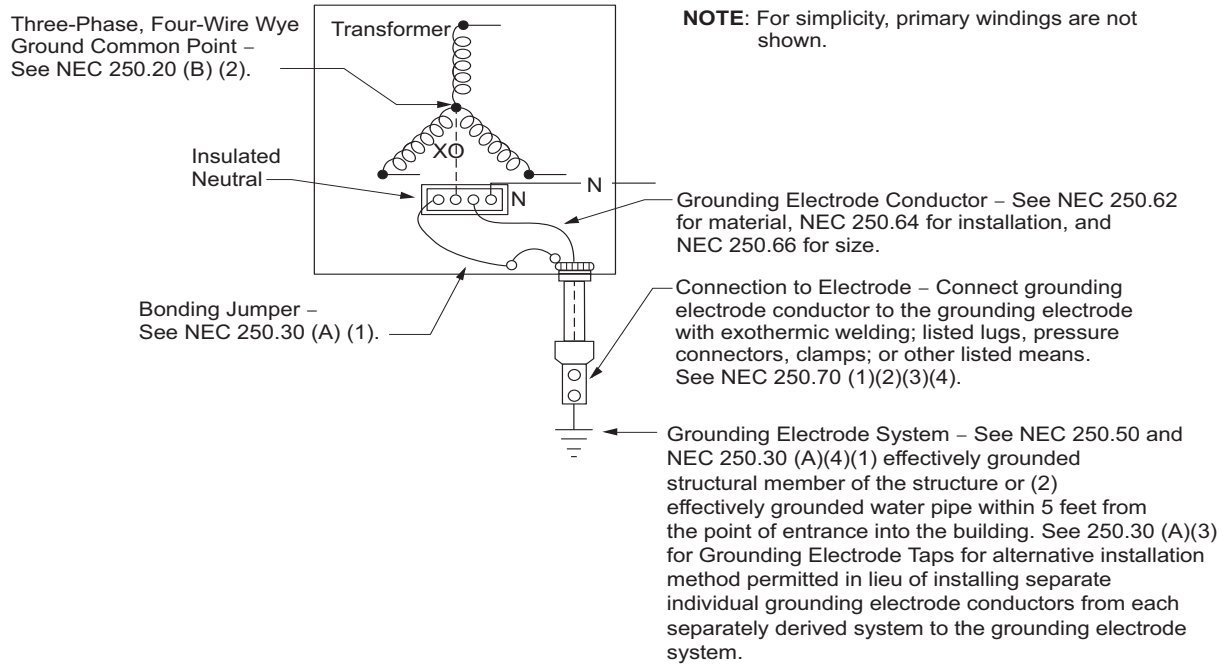


**Notes:**

1. For simplicity, primary windings are not shown.
2. Grounding and bonding connections as shown above are permitted to be made at any point between the transformer secondary and the first disconnecting means. See NEC 250.30 (A) (1) and (2). Exception No. 1 permits bonding at both source and first disconnecting means if no parallel path is established for grounded circuit conductor. Earth is not considered a parallel path.


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**Figure 5-34: Typical Three-Phase — Four-Wire Wye — Customer's Transformer Bonding and Grounding**

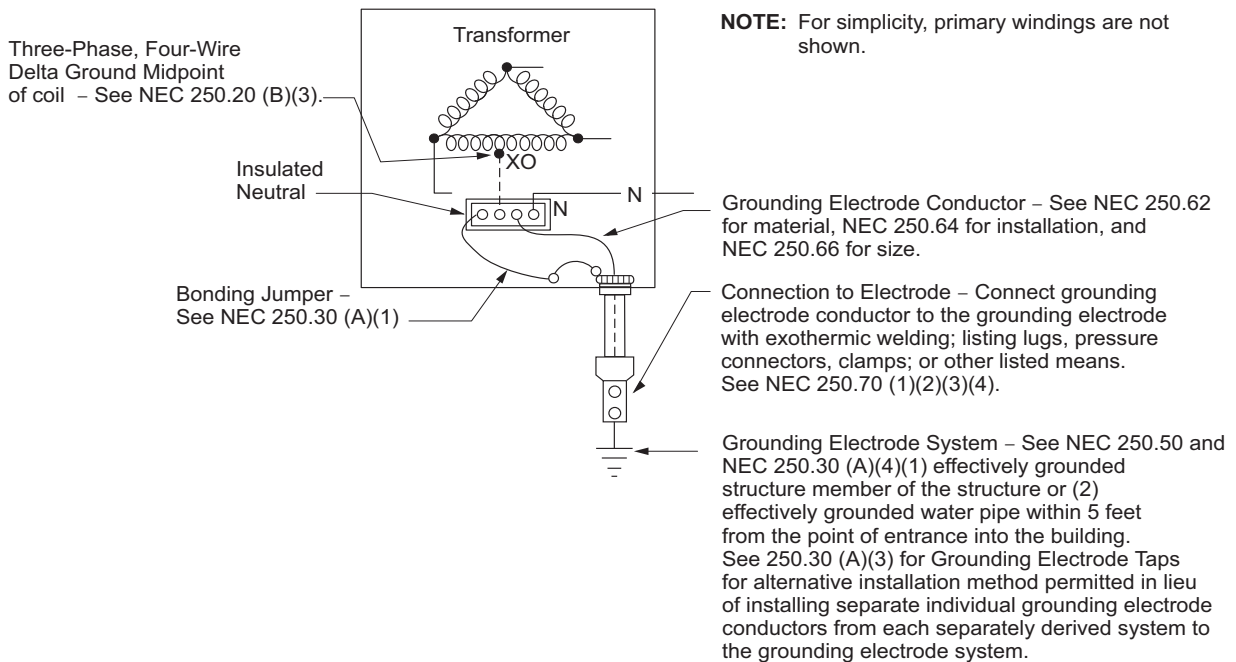


**Notes:**

1. For simplicity, primary windings are not shown.
2. Grounding and bonding connections as shown above are permitted to be made at any point between the transformer secondary and the first disconnecting means. See NEC 250.30 (a) (1) and (2), Exception No.1, permits bonding at both source and first disconnecting means if no parallel path is established for grounded circuit conductor. Earth is not considered a parallel path.


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**Figure 5-35: Typical Three-Phase — Four Wire Delta — Customer's Transformer Bonding and Grounding**



**Notes:**

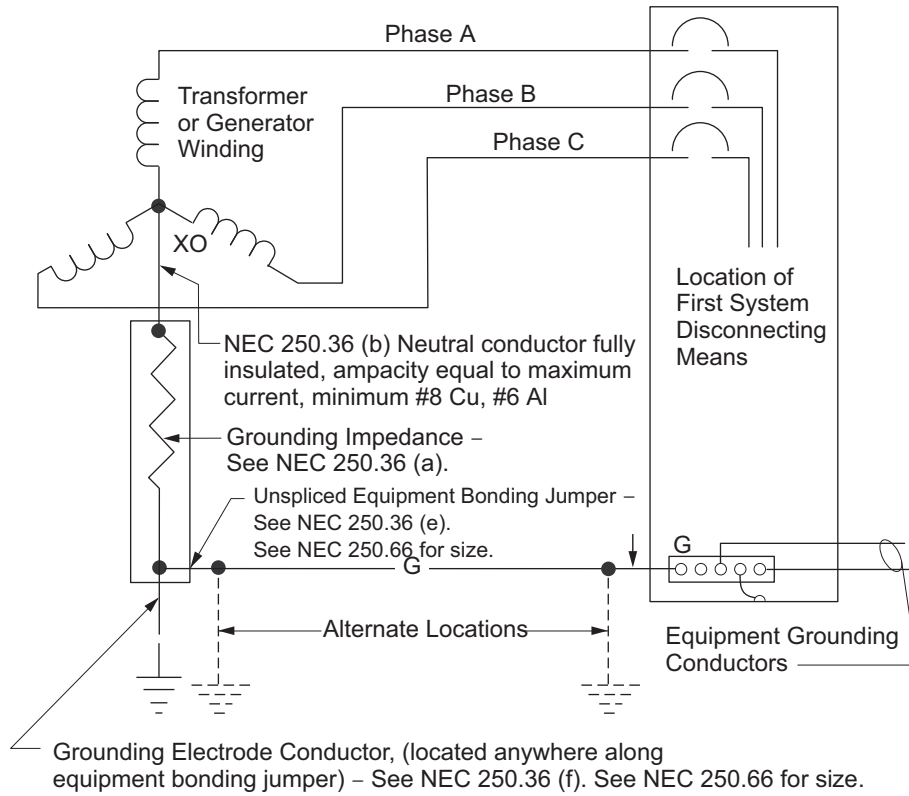
1. For simplicity, primary windings are not shown.
2. Grounding and bonding connections as shown above are permitted to be made at any point between the transformer secondary and the first disconnecting means. See NEC 250.30 (A)(1) and (2), Exception No.1, permits bonding at both source and first disconnecting means if no parallel path is established for grounded circuit conductor. Earth is not considered a parallel path.


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**Figure 5-36: High-Impedance Grounded Neutral System (NEC Section 250.36)**

All of conditions (1), (2), (3), and (4) must be met:

- (1) Qualified persons
- (2) Continuity of power is required
- (3) Ground detectors are installed
- (4) No line-to-neutral loads are served



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## ESR-6: Switchboards – 600 V and Below

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## ESR-6: Switchboards – 600 V and Below

### 1.0 Switchboards — 600 V and Below

The following requirements are intended to be in general agreement with the switchboard requirements of the Electric Utility Service Equipment Requirements Committee (EUSERC). Before any switchboard is fabricated or installed, the manufacturer shall submit three copies of the switchboard drawings to the local Service Planning Office for review and approval. See [Table 6-1](#) for office locations.

For the purposes of these requirements, switchboard service sections are those sections containing an area for incoming service entrance conductors, instrument-transformer or test-bypass compartments, panels for mounting meters or associated equipment, and meter (service) switch(es), breaker(s) or main disconnect(s).

Switchboard service sections are preferred to externally operated (EXO) instrument-transformer cabinet installations. See [ESR-5](#) for services rated 201 A through 400 A. Switchboard service sections are required for services in excess of 400 A. Self-contained multiple metering installations (maximum 200 A for each meter socket) may also be placed in switchboard service sections (see [Figure 6-15](#) for details).

Any portion of a switchboard service section that can be removed to give access to unmetered service or service entrance conductors shall be sealable or made non-removable. Where a raceway for meter secondary wiring is required, access points to this raceway shall be sealable.

All side ports between any locations in service sections of switchboards (pull sections/meter sections, and so forth), except those occupied by service conductors, and all ports above the level of the main switch/breaker compartment, shall be completely barriered.

Conductors shall not be rerouted through any metering compartment. Fused and unfused conductors shall not occupy the same raceway unless they are completely barriered from each other in a manner acceptable to the Company.


On 120/240 V, three-phase, four-wire services, the power leg busing (208 V-to-ground) through pull sections and instrument-transformer compartments, shall be permanently identified by an orange-colored outer finish, or by other effective means. The power leg in an instrument-transformer compartment is the right-hand phase/bus position (C Phase). See [ESR-5](#) for the proper socket terminals for each voltage classification.

On 240 V, three-phase services, the identified grounding conductor routed through the instrument-transformer compartment with the phase busing may be busbar or wire. Where wire is used, it shall be routed along the back of the instrument-transformer compartment and fastened in place. See [ESR-5](#) for 240 V grounding details.

Every meter (service) switch or breaker for an individual meter rated at 600 V or less shall be on the load side (hot sequence) of the meter or metering equipment. A main disconnect shall be permitted on the line side (cold sequence) of a group of two-to-six meters and shall be required for a group of more than six meters (disconnects). See [ESR-1](#) for meter switch location.

Equipment permitted to be connected ahead of the meter (service) switch or breaker by local codes or ordinances shall not be tapped ahead of metering or anywhere within an instrument-transformer compartment. Where a main disconnect is placed on the supply side of a group of meters, any equipment tapped ahead of the metering or disconnect shall be separately metered.

Except for conductors supplying the sealed utility compartments, no other conductors or devices shall be installed in, or routed through, the SCE sealed compartments.

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## 2.0 Grounding and Bonding

See [ESR-5](#) for grounding and bonding requirements.

## 3.0 Instrument-Transformer Compartments

Instrument-transformer compartments in switchboard service sections shall be fabricated in accordance with the following requirements:

Services	Amp	Page
Single- or three-phase, three-wire	Up to 1,000	<a href="#">Figure 6-8</a>
Three-phase, four-wire	Up to 1,000	<a href="#">Figure 6-9</a>
Three-phase, four-wire	1,001 to 3,000	<a href="#">Figure 6-10</a>
Three-phase, four-wire	3,001 to 4,000	<a href="#">Figure 6-13</a>

## 4.0 Meters and Meter Panels

All meter sockets shall be furnished and installed by the manufacturer. Screws used to mount cast meter sockets to hinged panels shall provide a 1/8-inch minimum clearance between the screw head and the back of the meter-socket ring. Meter-sockets installed on hinged panels shall be designed for back connection. See [ESR-5](#) for meter-socket terminal arrangements.

The maximum meter-socket height measured from the center of the socket to the standing and working surface is 6 foot, 3 inches. The minimum height is 4 feet for exposed meters and 3 feet for enclosed meters or meters in meter rooms.


Meter panels shall be constructed of a minimum of 12-gauge steel and shall be hinged and sealable. Hinges shall be readily interchangeable, right or left, on the job site. Where clevis-type or removable pin-type hinges are used, provisions shall be made so that the pin can be removed from the top. Hinges must support the minimum of a 25-pound load applied to the unsupported end of the panel with a 1/8-inch maximum sag when open. Meter panels shall not be hinged to filler panels. Filler panels shall be hinged to provide a full access opening to the instrument-transformer compartment. Hinged panels shall be capable of being opened a full 90 degrees with all metering equipment in place. Enclosed meter panels may require wider access openings to permit 90-degree opening (see [Figure 6-4](#)).

Meter panels fabricated in accordance with [Figure 6-17](#) shall be provided for service sections rated as follows:

120/208 V	—	800 A and above
240 V	—	600 A and above
277/480 V	—	400 A and above

All other service sections shall have meter panels fabricated in accordance with [Figure 6-12](#).

For meter and meter panel requirements on self-contained, multiple-metering installations, see [Figure 6-15](#).

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## 5.0 Totalized Services

### 5.1 General

Totalized metering may be supplied to installations having a proposed main service switch in excess of the specified switch capacity (see [Subsection 5.2](#) and [Subsection 5.3](#) below). Approval of SCE must first be obtained as to the number and size of switches, circuits and related facilities. Such service will be supplied from two or three separate switchboard service sections at one location.

When two or more switchboard service sections are required to be totalized using a hard wire method, the metering shall be fed from a single-transformer bank or pad-mounted transformer, and their instrument-transformer compartments shall not be more than 20 feet apart (unobstructed walking distance). The customer shall provide and install a 1-1/4-inch conduit run between instrument-transformer compartments to be totalized. Meter panels on totalized switchboard sections shall be fabricated in accordance with [Figure 6-12](#) unless otherwise specified. Consult the local Service Planning Office for requirements.

### 5.2 Single-Phase Service

Normally for 120/240 V or 240 V service, the maximum meter switch rating is 400 A. Under certain operating conditions, permission may be granted for installation of 600 A service equipment for an individual 120/240 V or 240 V load. Otherwise, two or more separate 400 A switchboard service section installations may be required and software totalized metering will normally be available.

### 5.3 Three-Phase Service

The maximum main switch capacity allowed for 120/208 V, or 277/480 V, three-phase is 4000 A of connected load. When capacity exceeding 4000 A is required, two or more services may be installed with totalized metering.

### 5.4 Software Totalized Metering


Software totalized metering may be supplied only with Meter Services Organization (MSO) engineering approval where there is more than one transformer bank or pad-mounted transformer serving separate circuits or the switchboard distance from one another is greater than 20 feet. Consult the local Service Planning Office for requirements.

## 6.0 Overhead Service Connections

The service-entrance conductors from the point-of-service delivery to the point-of-attachment in the switchboard service section shall be furnished and installed by the customer (see [ESR-2](#) and [ESR-3](#) for details). The customer is responsible for terminating the service-entrance conductors to the switchboard bus.

## 7.0 Underground Service Connections

A separate terminating pull section, [Figure 6-7](#), wall-mounted terminating pull box, [ESR-3](#), shall be provided on every underground service from either an overhead or underground source. Terminating pull sections are preferred.

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**8.0 Moisture**

Pull sections, pull boxes, and switchboard service sections shall be located so that any moisture that might enter the pull section or pull box from underground service conduits cannot run into the service section, either directly or through conduits/raceways. Where the service section is installed at a level lower than that of the service conduits, a blank pull section shall be installed in addition to the termination enclosure/section. Both ends of all conduits shall be sealed to prevent moisture from entering the termination enclosure/section. At no time may service-lateral conduit(s) terminate above service entrance bus or in a current-transformer compartment.

**9.0 Service Entrance Conductors**

Where the pull section or pull box is not attached to the switchboard service section, the customer shall furnish and install service-entrance conductors from the pull section or pull box to the service section. The customer is responsible for terminating the service-entrance conductors to the service-entrance or current-transformer bus (see [Figure 6-7](#), Exhibit B).

**10.0 Termination Points**

Lug landings shall be provided in switchboard pull sections and wall-mounted pull boxes (see [Figure 6-6](#) and [Figure 6-7](#)). The number of lug-landing positions required per phase will be designated by the Company. The Company will furnish and install terminating lugs on its service-lateral cables and attach same to the lug landings.


**11.0 Switchboard Locations**

Switchboards shall be located so that the meters have the required clearances from side walls, ceilings, and other obstructions, and so that the requirements of [ESR-5](#) are complied with. See [ESR-3](#) for additional requirements affecting terminating enclosures and switchboard locations.

**12.0 Ground Buses**

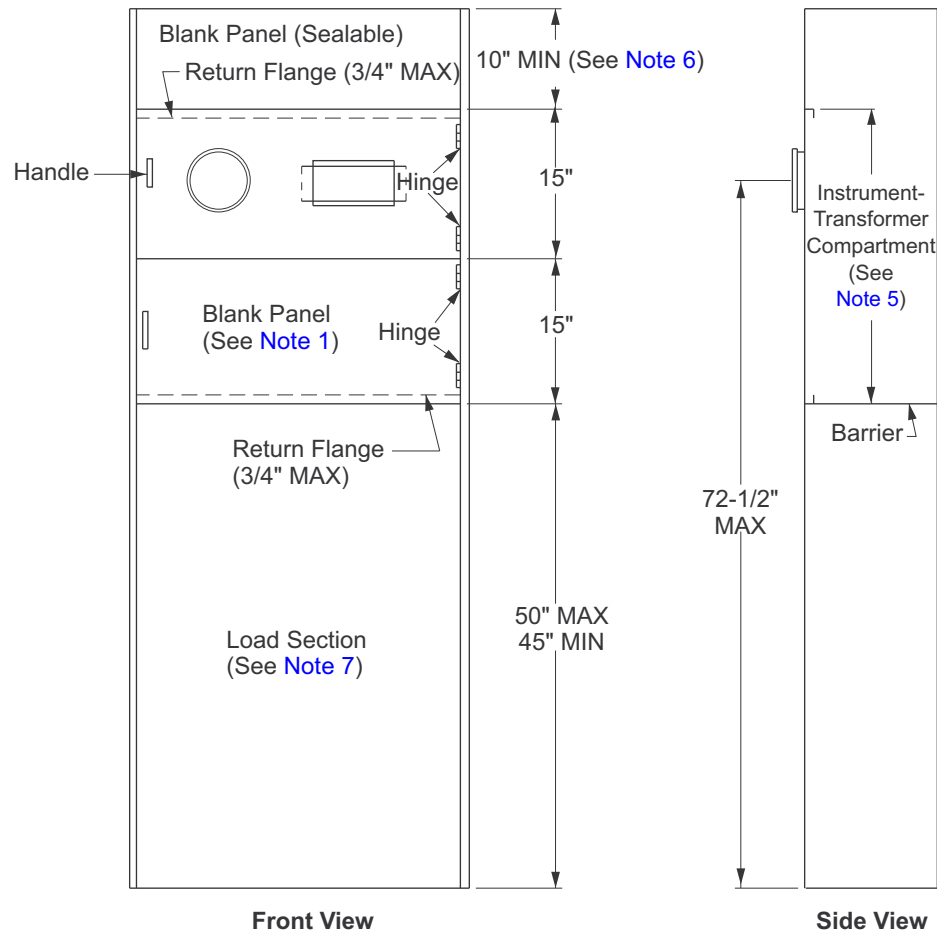
Ground Bus installed in the switchboards are allowed. However, the ground bus shall be located in the back, inside of the switchboard enclosure. No ground lugs or any other type of connections are permitted in the utility sections.

In applications where the manufacturer requires a main bonding jumper connection in the breaker section, the ground bus can be extended up to the main disconnect section. When using equipment as illustrated in Exhibit C ([Figure 6-7](#)), the bus bar shall enter the main disconnect / breaker section from the rear of the enclosure.

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**Figure 6-1: Standard Switchboard Service Section with Instrument-Transformer Compartment 0-600 V**

**EUSERC No. 325**



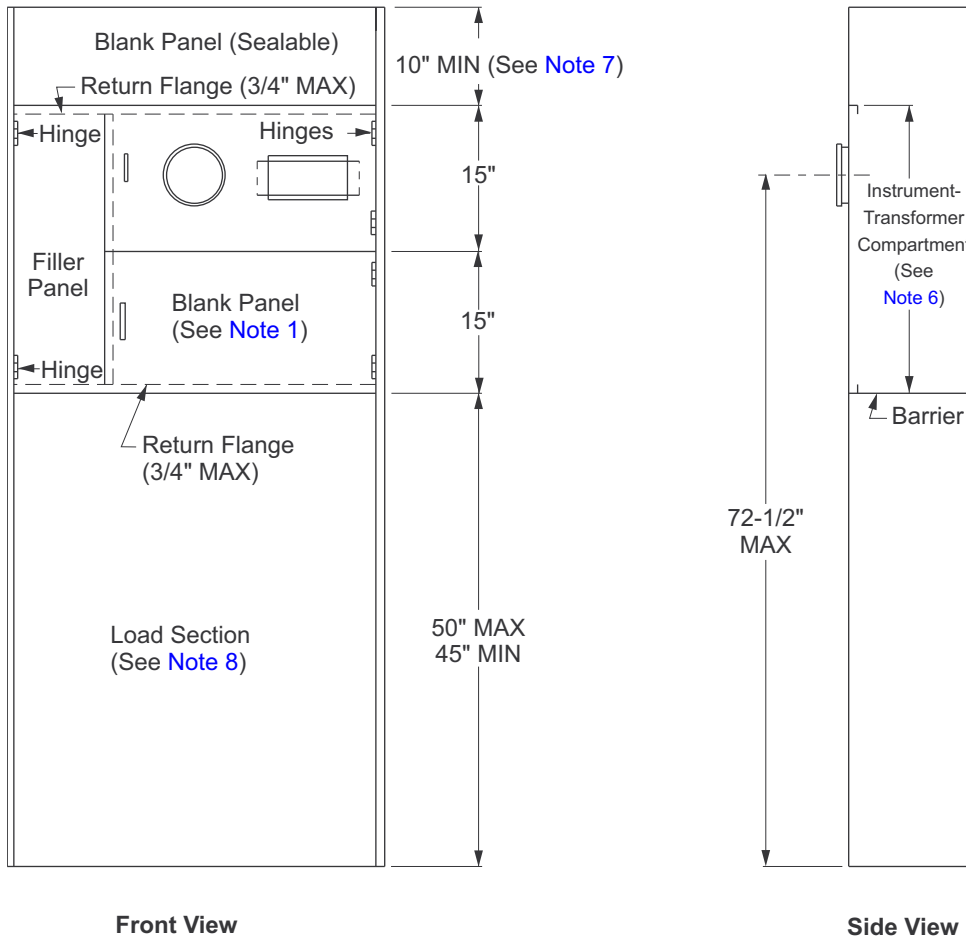
**Note(s):**

1. Socket meter panel with blank meter panel shown. Consult the Company regarding alternate meter panel arrangements. Blank meter panel shall be constructed of 12 gauge (minimum) steel. See [Figure 6-12](#) and [Figure 6-17](#) for socket meter panel details.
2. Meter panels shall be equipped with stops to prevent inward swinging beyond the front surface of the service section.
3. Hinges shall be readily interchangeable, left or right, on the job site.
4. Removable or hinged panels enclosing unmetrated bus or cable shall be sealable. All securing screws shall be captive.
5. For requirements regarding instrument-transformer compartments, see; 0-to-100 A [Figure 6-8](#) and [Figure 6-9](#), 1001-to-3000 A [Figure 6-10](#), 3001-to-4000 A [Figure 6-13](#).
6. Dimension may be reduced if the service section is supplied from horizontal cross-bussing or bus duct.
7. When used as utility-terminating section in a bottom-fed service section (see [Figure 6-3](#)).
8. For outdoor applications, see [Figure 6-4](#) for weatherproof enclosure requirements.

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**Figure 6-2: Standard Switchboard Service Section with Instrument-Transformer Compartment and Filler Panel 0-600 V**

**EUSERC No. 326**



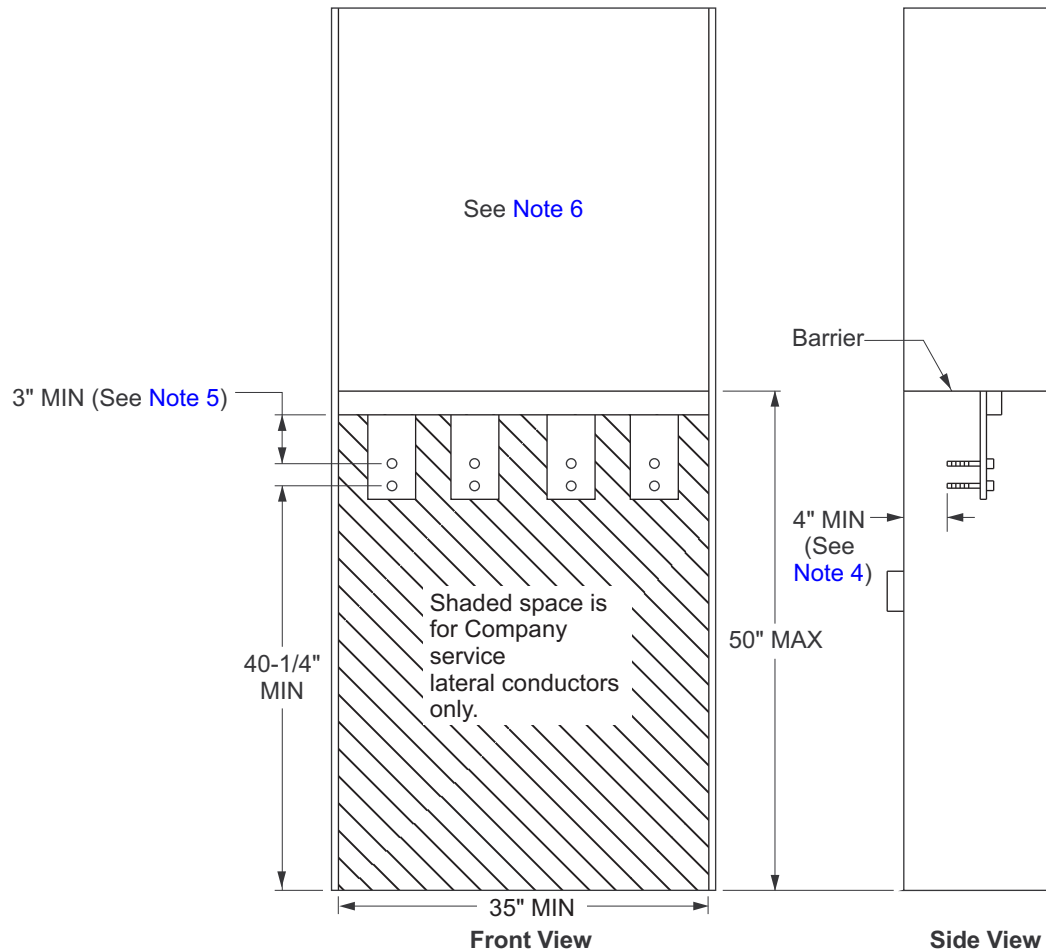
**Note(s):**

1. Socket meter panel with blank meter panel shown. Consult the Company regarding alternate meter panel arrangements. Blank meter panel shall be constructed of 12 gauge (minimum) steel. See Figure 6-12 and Figure 6-17 for socket meter panel details.
2. Filler panels shall be used where the service section width exceeds the meter panel width. Meter panels, either socket or blank, shall not be hinged to hinged filler panels. Nonhinged filler panels shall not extend into the required instrument-transformer compartment access opening.
3. Meter panels and filler panels shall be equipped with stops to prevent inward swinging beyond the front surface of the service section.
4. Hinges shall be readily interchangeable, left or right, on the job site.
5. Removable or hinged panels enclosing unmetrated bus or cable shall be sealable. All securing screws shall be captive.
6. For requirements regarding instrument-transformer compartments, see; 0-to-100 A Figure 6-8 and Figure 6-9, 1001-to-3000 A Figure 6-10, 3001-to-4000 A Figure 6-13.
7. Dimension may be reduced if the service section is supplied from horizontal cross-bussing or bus duct.
8. When used as utility terminating section in a bottom-fed service section, see Figure 6-3
9. For outdoor applications see Figure 6-4 for weatherproof enclosure requirements.

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**Figure 6-3: Combination Switchboard Service Section and Pull Section 0-600 V, 2,000 A Maximum**

**EUSERC No. 327**



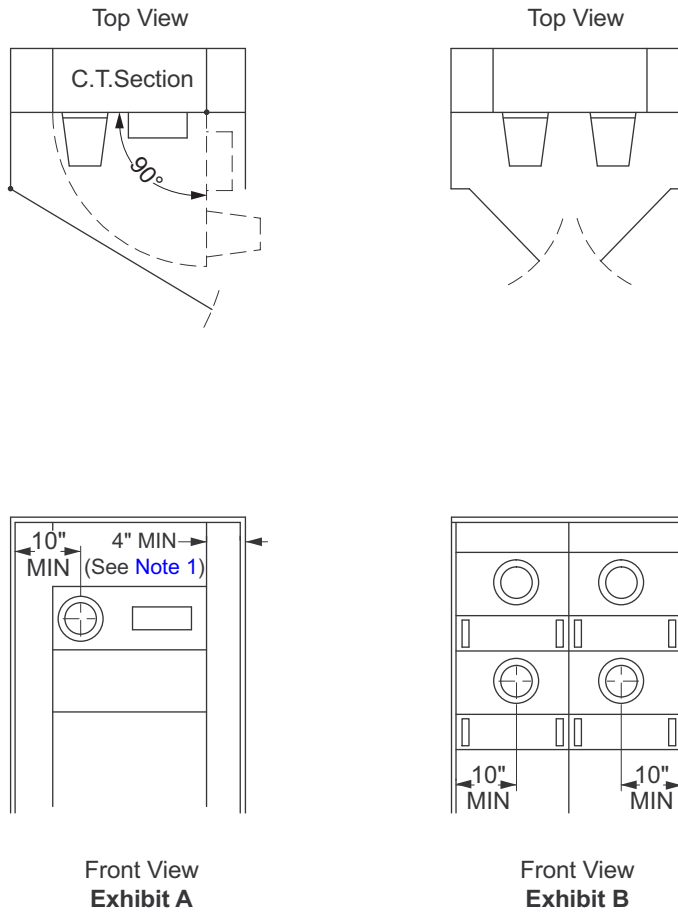
**Note(s):**

1. The pull section may supply either a current-transformer compartment or a main service disconnect device.
2. Pull section covers shall be:
3. Independent of other equipment and removable without disturbing adjacent panels.
4. Sealable, provided with two lifting handles, and limited to a maximum of nine square feet in area.
5. The pull section shall be equipped with terminating facilities complying with Figure 6-6. Terminating facilities shall be secured to prevent misalignment and shall be rigid without the installation of current transformers.
6. The clearance from the energized bus to the pull section removable access covers may be reduced if a safety barrier is provided by the manufacturer. For additional clearance and barrier requirements, see Note 9.
7. A vertical clearance of three inches minimum shall be maintained between the centerline of the top bolts of the terminating facilities to any obstruction.
8. When the upper section is an instrument-transformer compartment, see Figure 6-2 for additional service-section requirements. When the upper section is a main service disconnect device a full width and depth, insulated, rigid barrier shall be provided to separate the pull section and main service-disconnect compartment. In addition, the main service disconnect cover shall be sealable.
9. Sealing provisions for removable covers shall consist of two drilled stud and wing-nut assemblies located on opposite sides of the cover. Hinged covers shall be sealed on the unsupported side. All security screws shall be captive.
10. The minimum pull section access opening width is measured between the left side and right side return flanges.

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**Figure 6-4: Outdoor or Raintight Enclosures for Switchboards 0-600 V**

**EUSERC No. 354**



**Note(s):**

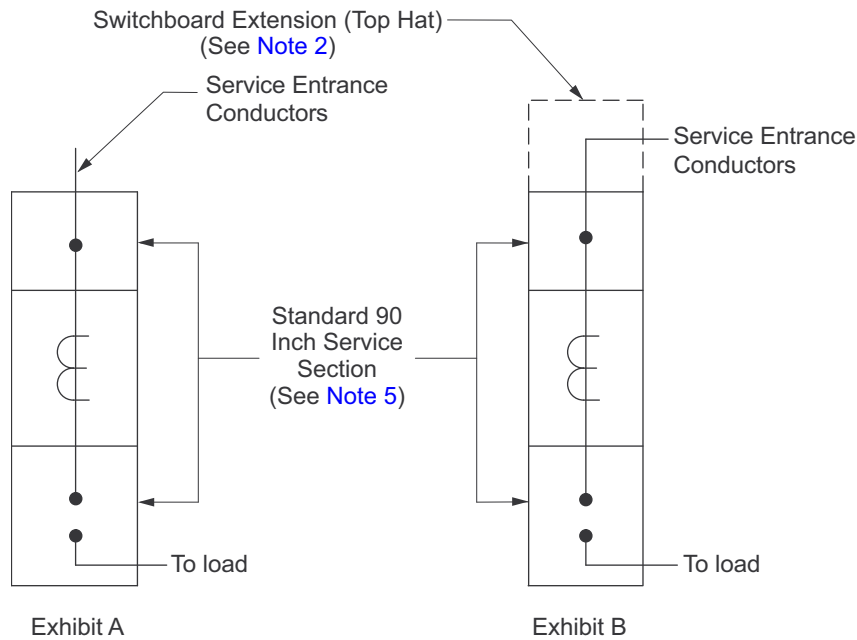
1. Hinged meter panels shall be capable of being opened 90 degrees with meter and test facilities in place, and provide the following clearances to any obstruction: 11 inches at the meter socket and 4 inches at the test-switch slotted opening. See [Figure 6-12](#) and [Figure 6-17](#) for hinged meter panels construction details.
2. Meter panels, either socket or blank, shall not be hinged to a hinged filler panel. Non-hinged filler panels shall not extend into the required instrument-transformer compartment access opening.
3. Enclosure doors providing access to utility compartments (for example, metering sections and pull sections) shall be:
4. Equipped with a device to secure the doors in the open position at 90 degrees or more.
5. Secured in the closed position with a single, handle-operated, latching system. When provided with a locking means, each door, or set of doors, shall be equipped with an approved double-locking device, accepting padlocks with a 5/16-inch lockshaft, to allow access by both the Company and the customer.
6. Dimensions may be reduced if the service section is supplied from horizontal cross-bussing or bus duct.

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**Figure 6–5: Overhead Service Termination Standard Switchboard Service Section 0–600 V**

**EUSERC No. 348**



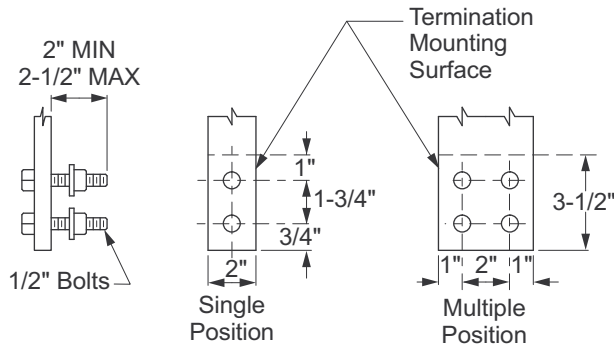
**Note(s):**

1. The service-entrance conductors, Exhibit A or Exhibit B, either cable or bus bar, are furnished and installed by the customer in the following manner:
  - a. When switchboards are served through bus bar conductors, the conductors shall enter through the top, or at the side or back in the upper 10-inch section.
  - b. When switchboards are served through cable conductors, the conductors shall enter through the top of the board only, as shown in Exhibit A
2. When the Company or customer requires incoming conduits from the side or rear for the service conductors, an extension as shown in Exhibit B, or other special designed termination may be required. Consult the local Service Planning Office for the extension dimension.
3. The direction of feed is from top-to-bottom in the standard switchboard service section. Load conductors shall leave below the metering compartment and may not be routed back through the current-transformer compartment in order to exit the service section.
4. Service-entrance conductors shall be connected to the busing in the service section by the customer with lugs approved for the type conductors used.
5. For information on the standard 90 inch service section see [Figure 6–1](#) or [Figure 6–2](#).

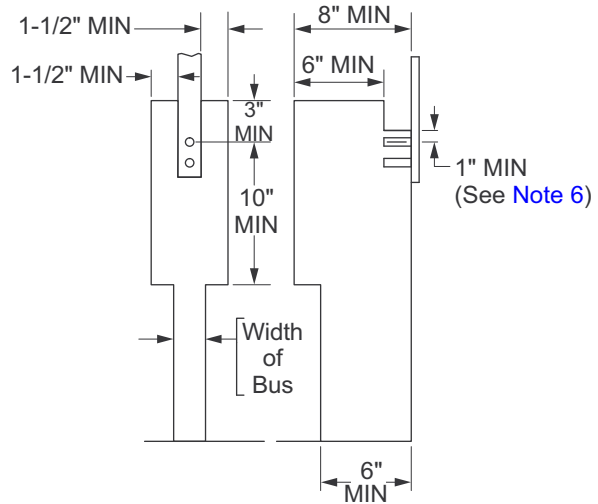
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**Figure 6-6: Underground Service Terminating Facilities in Pull Boxes or Pull Sections 0-600 V**

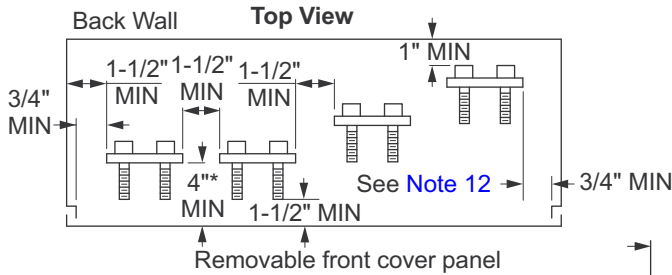
**EUSERC No. 347**



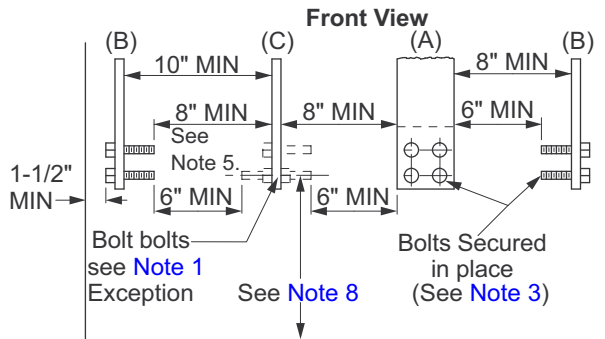
**Exhibit A**  
Terminating Bolt and Drilling Detail  
of Terminating Facilities



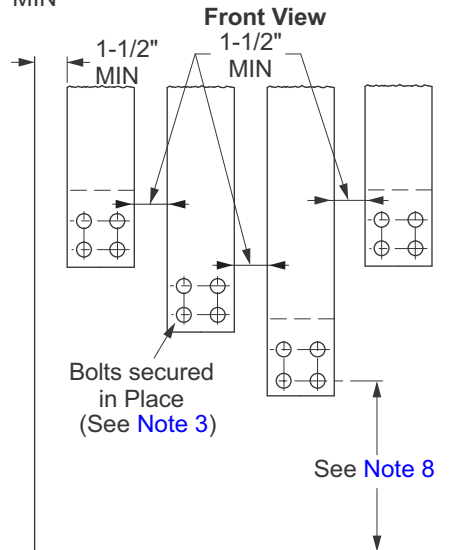
**Exhibit D**  
Required Unobstructed Working Space  
for all Terminations



**Exhibit B**  
Spacing Requirements for Terminating  
Facilities (Side-by-Side, or Staggered)



**Exhibit C**  
Spacing Requirements for Terminating  
Facilities Accessible from  
(A) Front Only, (B) One Side Only, or (C) From Either Side  
(See [Note 3](#) and [Note 4](#))



**Exhibit E**  
Spacing requirements for top to bottom  
stagger of terminating facilities 4-inch MIN required.  
Assures 1-inch MIN clearance from body  
of terminating lug (when in place)

**Note(s):**

1. One landing position is required for each 400 A of service ampacity up to 1200 A. Consult local Service Planning Office for services exceeding 1200 A. Each landing position shall consist of two 1/2-inch steel bolts spaced on 1-3/4 inches vertical centers and extending from 2 inches to 2-1/2 inches maximum from the mounting surface. When multiple positions are required, provide a minimum of 2 inches of horizontal spacing between positions.


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**Exception:** Edgewise terminating facilities may consist of 9/16-inch holes having the same spacing as specified for the 1/2-inch bolts as specified above and in Exhibit A. The unobstructed working space shall be provided on both sides of the termination bus, see Exhibit C.

2. Each terminating bolt shall be provided with a spring washer and a nut. The spring washer may be either a cone-type (Belleville) washer or a split-ring washer and a flat washer. All parts shall be plated to prevent corrosion. Terminating bolts shall not be used to secure the termination bus in place.
3. Terminating bolts must be secured in place. "Secured in place" means that the stud will not turn, back out, or loosen in any manner when tightening or loosening terminal nuts (including cross-threaded situations).
4. In the terminal mounting area, which is defined as the area of the terminating facilities shown in Exhibit A, a clear space (barrel of proximity) of 1-1/2 inches minimum is required around any terminating facility including its bolts and bolt heads, any other bus, any other terminating facility, or any grounded surface, except:
  - a. The minimum clearance to the back of the pull section may be reduced to one inch.
  - b. The minimum clearance to any fully insulated horizontal bus behind the terminating facility may be reduced to one (1) inch.
  - c. The neutral terminating facility may have a minimum clearance of one inch from any grounded surface.
5. Each terminating facility shall have an unobstructed working space, accessible from the front of the pull section as viewed from the access-compartment opening, in front of the entire mounting surface as shown in Exhibit D.

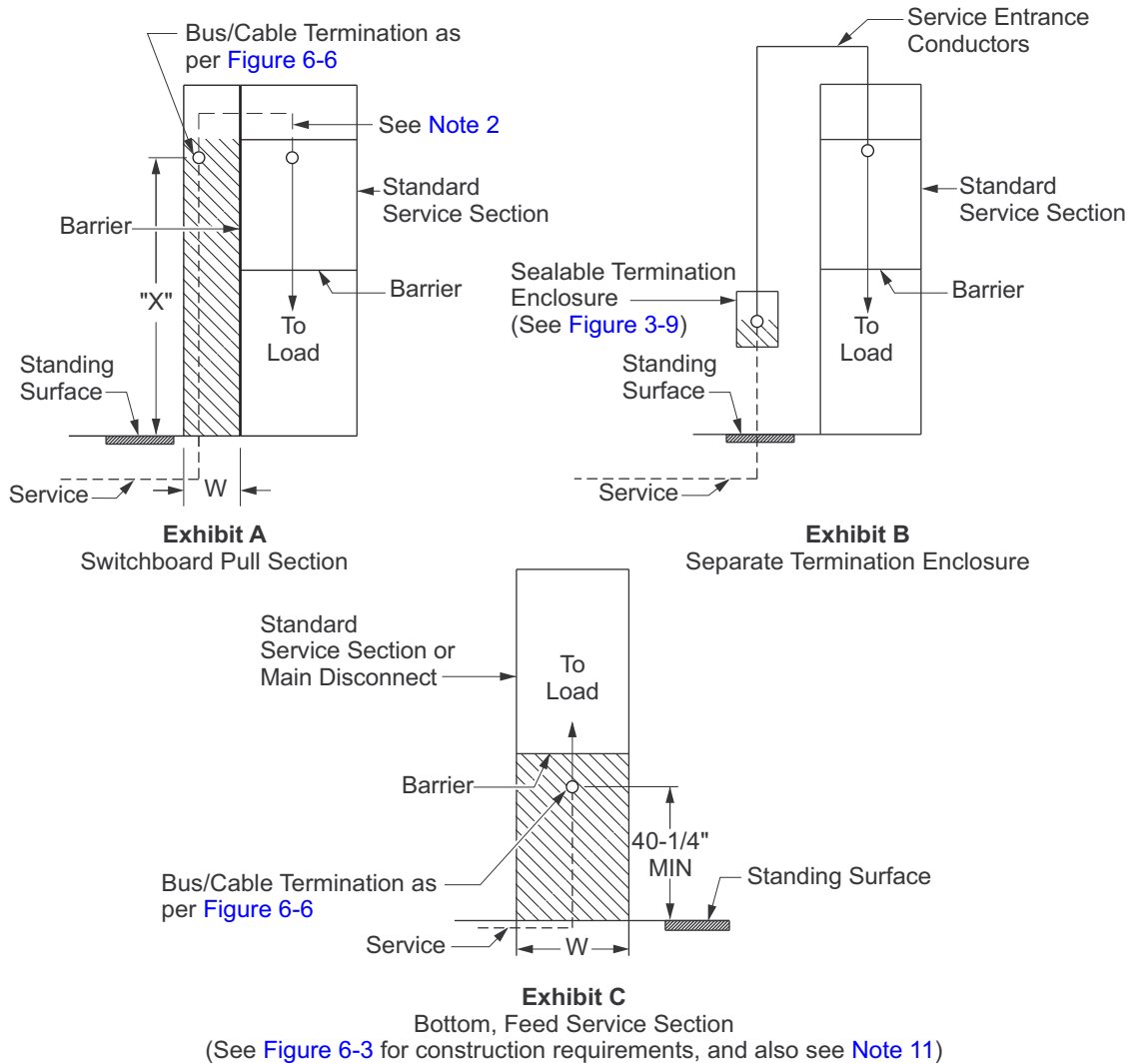
**Exception:** For terminating facilities with bolts facing the access opening as shown in Exhibit B, the required 1-1/2-inch side clearance (bus to access opening return flange) may be reduced to 3/4 inch.

6. The clearance directly above and measured from the center of the top termination bolt may be reduced to one inch to either an insulated surface or bus of the same potential.
7. No more than one termination facility may be mounted along any sidewall.
8. See [ESR-3](#) and [ESR-3, Figure 3-7](#) through [ESR-3, Figure 3-9](#) and [Figure 6-7](#) for the minimum distance from the lowest bolt on the termination facility to the bottom of the termination enclosure.
9. Terminating facilities shall be secured to prevent bus turning or misalignment when the cables are installed.
10. The neutral terminating facility shall be permanently identified in clearly visible block lettering reading either "neutral" or "N".
11. Uninsulated buses of different potentials shall not be permitted below or behind any terminating position as viewed from the front of the pull section. If cross-bussing is installed below or behind a terminating position, the cross-bussing shall be fully insulated or have a barrier.
12. For switchboard pull sections, a 1-1/2-inch minimum dimension is permitted from any energized part to a removable access cover panel when a safety barrier is provided by the manufacturer. Where a safety barrier is not provided, the minimum clearance shall be increased to four inches. The safety barrier shall:
  - Be constructed of a rigid insulating material, resistant to damage by impact or puncture, with a minimum thickness of 1/8 inch.
  - Extend a minimum of 10 inches below terminating bus and extend upward to cover all energized parts that infringe into the 4-inch minimum clearance dimension, and be removable. *Brackets and associated hardware used to mount the safety barrier shall not extend into the provided access opening.*
  - Have a caution sign affixed to the barrier reading "**WARNING: THIS BARRIER MUST BE INSTALLED BEFORE REPLACING PULL SECTION COVERS**". Additional caution signs shall be affixed to exterior of each pull section access cover reading "**DO NOT REPLACE PULL SECTION COVERS UNTIL SAFETY BARRIER IS IN PLACE.**"

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**Figure 6-7: Underground Service Termination Standard Switchboard**  
**Service Section 400-4,000 A, 0-600 V**

**EUSERC No. 345**



(See Figure 6-3 for construction requirements, and also see Note 11)

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**Table 6–1: Minimum Pull Section Dimensions**

Switchboard Rating (Amp)	Minimum Access Opening Dimension (W) <sup>a/</sup>		Minimum Termination Height (X)
	Three-Wire (in)	Four-Wire (in)	
400 to 800	24 <sup>b/</sup>	24	42 <sup>c/</sup> MIN to 72" MAX
801 to 1200	—	30	
1201 to 2000	—	35	
2001 to 3000	—	42	60" MIN to 72" MAX
3001 to 4000	—	44	60" MIN to 72" MAX


**Note(s):**

1. A switchboard pull section, as shown in Exhibit A, [Figure 6–7](#), a separate (nonattached) termination enclosure, as shown in Exhibit B, [Figure 6–7](#), or a combination switchboard service section and pull section (bottom feed), as shown in Exhibit C, [Figure 6–7](#), shall be provided for underground services.
2. Bus bars or cables shall extend from the pull section into switchboard service sections rated up to 800 A. Bus bars are required when the service section rating exceeds 800 A. In either case the Company will terminate its service conductors in the pull section. Customers are responsible for installing cable from the Pull Section to the CT Section.
3. When the service section is supplied from a switchboard pull section, as shown in Exhibit A, [Figure 6–7](#), the bus bars or cables shall enter through the side or back of the sealable section above the current-transformer compartment, or by means of horizontal cross-bussing in back of the metering compartment.
4. When the service section is supplied from a switchboard pull section below the terminating facilities, the lowest cross-bus unit and the transition busing supplying the cross-bus units shall not be less than 2 feet above the bottom of the enclosure or more than 8 inches from the back of the enclosure.
5. Side or rear entry of service-entrance cables into the pull section may require greater dimensions than shown in [Table 6–2](#). Consult the local Service Planning Office for requirements.
6. All terminating enclosures (for example, pull boxes and pull sections) shall have full front access. Cover panels shall be removable, sealable, provided with two lifting handles, and limited to a maximum of 9 square feet in area.
7. Sealing provisions shall consist of two drilled stud and wing-nut assemblies on opposite sides of the panels.
8. See [Figure 6–6](#) for construction details and clearance requirements for terminating facilities in pull boxes and pull sections.
9. Ground bus, when provided, shall be located at the rear of the terminating enclosure.
10. Bottom feed service sections of main disconnects are limited to a maximum of 2000 A.
11. The Company will furnish and install the terminating lugs for their service cables. Consult the local Service Planning Office for the number of landing positions required.
12. For the number of service conduits in a pull section for the main switch ultimate capacity, see [Table 6–2](#).
13. The shaded area of the termination section is for Company service lateral conductors only.

<sup>a/</sup> The minimum pull section access opening (W) is measured between the left side and right side return flanges.

<sup>b/</sup> For single-phase, three-wire only, 600 A maximum.

<sup>c/</sup> For reduced termination height in bottom-feed service sections, see [Note 4](#).

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**Table 6-2: Number of Service Conduits for Commercial/Industrial Underground Pull Sections**

Main Switch Ultimate Capacity (Amp)	Number of Conduits
400	One 4-inch
600/800 A	Two 4-inch
1000	Four 4-inch <sup>a/</sup>
1200 A	Four 4-inch
1600 A	Six 4-inch
2000 A/2500 A	Two banks of four 4-inch <sup>b/</sup>
3000 A	Two banks of six 4-inch <sup>b/</sup>
4000 A	Cable trench <sup>c/</sup>

**Note(s):**

1. The recommended number of conduits is based on ultimate ampacities of cable (700 kcmil) at 75 percent load factor.
2. When service conduit extends beyond 100 feet, consult the Company for conduit size requirements.

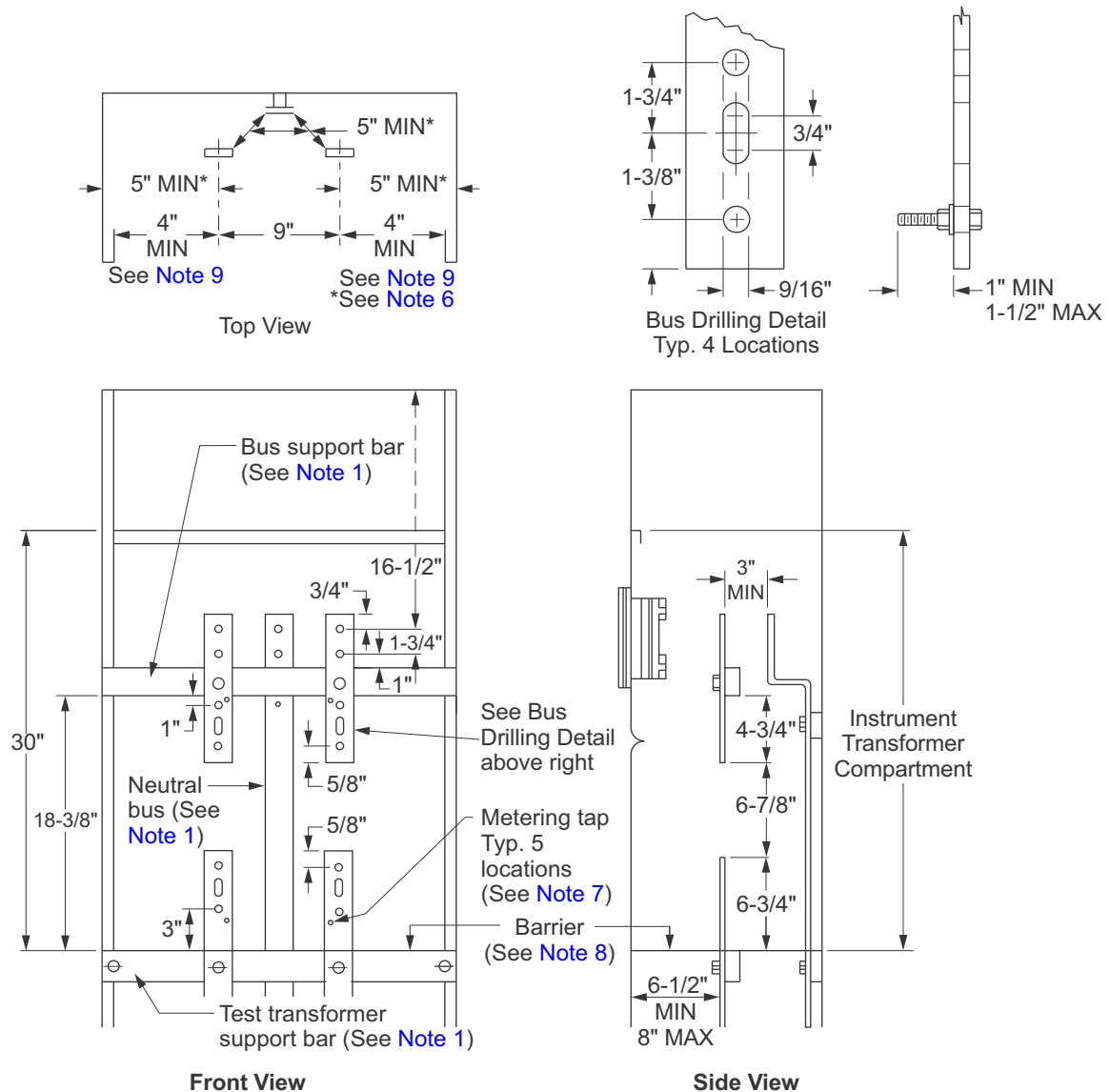
<sup>a/</sup> Three 4-inch conduits may be used, but four 4-inch conduits create a block for semi-encasement.

<sup>b/</sup> Cable trench is preferred. When two conduit banks are used, they shall be spaced a minimum of 6 feet apart until conduit is configured to pull section.

<sup>c/</sup> Cable trench is preferred. When it is not practical to install cable trench, two banks of seven 4-inch conduits may be used, and they shall be placed a minimum of 6 feet apart.

**Figure 6-8: Instrument-Transformer Compartment for Switchboards 0-1,000 A Maximum —  
0-600 V, Single-Phase or Three-Phase, Three-Wire**

**EUSERC No. 319**




**Note(s):**

1. Bus arrangement and supports shall be provided as shown, except the neutral bus may be located at either side or on either side wall. Bus supports shall be constructed of a continuous bar of insulating material and shall be rigid to prevent misalignment of the bus units with the cables in place.
2. The bus units may be supplied from the top or bottom, and shall be anchored to prevent turning. Bus units shall be constructed of rectangular bus and when laminated shall have no space between laminations. Bus dimensions shall be as follows:

Minimum: 1/4 inch × 2 inches  
Maximum: 3/4 inch × 2 inches

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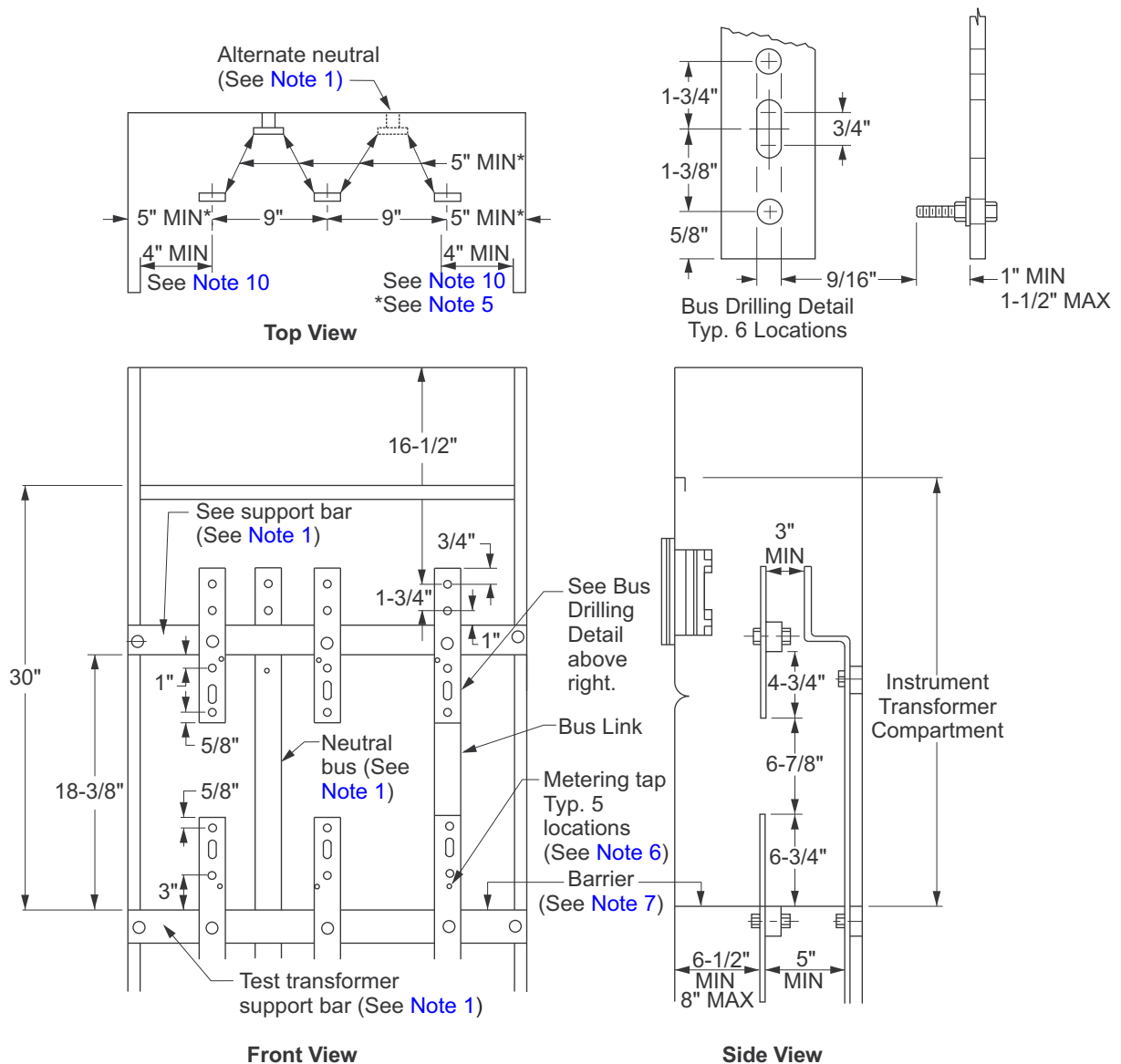
3. Bus unit shall be provided with a fixed stud as shown for mounting the current transformers. Each shall:
  - a. Consist of a 1/2-inch steel bolt and shall be provided with a spring washer and a nut. The spring washer may be either a cone-type (Belleville) washer or a split-ring washer and flat washer. All parts shall be plated to prevent corrosion.
  - b. Be secured in place. "Secured in place" means that the stud will not turn, back-out, or loosen in any manner when tightening or loosening the associated nuts (including cross-threaded situations.)
4. When the compartment is supplied from horizontal cross-bussing, the busing shall pass through the compartment or in the sealed area above the compartment.
5. Except for conductors supplying the instrument-transformer compartment, and the ground bus, no other conductors or devices shall be installed in, or routed through, the compartment or the sealed area above the compartment. The ground bus shall not infringe on utility-compartment space, or reduce any clearances.
6. A clear unobstructed work space shall be provided around the current-transformer bus units from the barrier to the upper-support bar.
7. Taps for attachment of meter wiring shall be provided as follows:
  - a. One tap on each upper- and lower-phase bus unit with a 10-32 screw and washer provided for each phase bus in either the upper or lower position.
  - b. One tap on the neutral bus as shown, or when the compartment is supplied from cross-bussing a tap may be provided on the neutral cross-bus, or on a bus bar extension provided from the neutral cross-bus. A 10-32 screw and washer shall be provided for the neutral bus. Tap locations shall be centered between phase bus units, or at either side, and shall be readily accessible under energized conditions and with the current transformers in place.
8. The barrier shall be constructed of a rigid insulating material resistant to ARC tracking, and shall be secured in place with a maximum deflection of 1/2 inch from an applied force of 25 pounds downward. Openings in the barrier (that is, peripheral gaps around barrier, cutouts around bus bars, and hole diameters provided for ventilation) shall not exceed 3/8-inch. The barrier shall be attached with nonconductive fasteners.
9. Dimension measured to inside edge of the compartment access opening.
10. Compartment shall be on the supply side of the main disconnect.
11. Single-phase service is limited to 400- or 600-A maximum. Consult the local Service Planning Office, [ESR-1, Table 1-1](#), for details.
12. [Figure 6-8](#) does not apply to new three-phase services.

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**Figure 6-9: Instrument-Transformer Compartment for Switchboards  
0-1,000 A, 0-600 V, Three-Phase, Four-Wire**

**EUSERC No. 320**



**Note(s):**

1. Bus arrangements and supports shall be provided as shown, except the neutral bus may be located at either side or on either side wall. Bus supports shall be constructed of a continuous bar of insulating material and shall be rigid to prevent misalignment of the bus units with the cables in place.
2. The bus units may be supplied from the top or bottom and shall be anchored to prevent turning. Bus units shall be constructed of rectangular bus and when laminated shall have no space between laminations. Bus dimensions shall be provided as follows:

Minimum: 1/4 inch x 2 inches  
Maximum: 3/4 inch x 2 inches

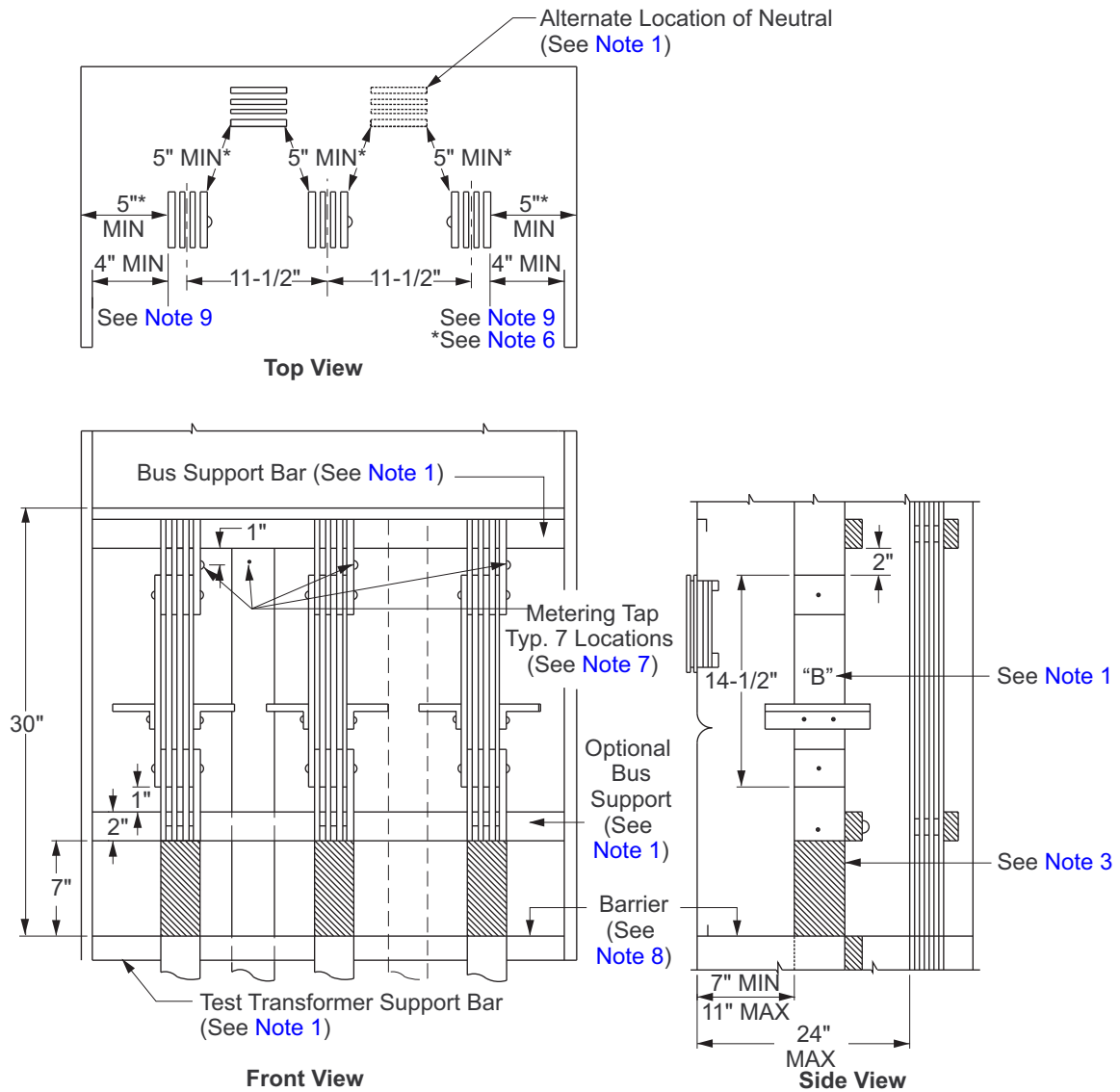
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3. Bus unit shall be provided with a fixed stud as shown for mounting the current transformers. Each shall:
  - a. Consist of a 1/2-inch steel bolt and shall be provided with a spring washer and a nut. The spring washer may be either a cone-type (Belleville) washer or a split-ring washer and flat washer. All parts shall be plated to prevent corrosion.
  - b. Be secured in place. "Secured in place" means that the stud will not turn, back-out, or loosen in any manner when tightening or loosening the associated nuts (including cross-threaded situations.)
4. When the compartment is supplied from horizontal cross-bussing, the busing shall pass through the compartment or in the sealed area above the compartment.
5. Except for conductors supplying the instrument-transformer compartment, and the ground bus, no other conductors or devices shall be installed in, or routed through, the compartment or the sealed area above the compartment. The ground bus shall not infringe on utility-compartment space, or reduce any clearances.
6. Taps for attachment of meter wiring shall be provided as follows:
  - a. One tap on each upper- and lower-phase bus unit with a 10-32 screw and washer provided for each phase bus in either the upper or lower position.
  - b. One tap on the neutral bus as shown, or when the compartment is supplied from cross-bussing a tap may be provided on the neutral cross-bus, or on a bus bar extension provided from the neutral cross-bus. A 10-32 screw and washer shall be provided for the neutral bus. Tap locations shall be centered between phase bus units, or at either side, and shall be readily accessible under energized conditions and with current transformers in place.
7. The barrier shall be constructed of a rigid insulating material resistant to ARC tracking, and shall be secured in place with a maximum deflection of 1/2 inch from an applied force of 25 pounds downward. Openings in the barrier (that is, peripheral gaps around barrier, cutouts around bus bars, and hole diameters provided for ventilation) shall not exceed 3/8 inch. The barrier shall be attached with nonconductive fasteners.
8. A removable link shall be installed in the right side phase bus for three-phase, three-wire service.
9. The power leg bus for a four-wire delta service shall be identified by an orange-colored outer finish, or by tagging or other effective means.
10. Dimension measured to inside edge of the compartment access opening.
11. Compartment shall be on the supply side of the main disconnect.

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**Figure 6-10: Instrument-Transformer Compartment for Switchboards  
1,001-3,000 A, 0-600 V, Three-Phase, Four-Wire**

**EUSERC No. 322**




**Note(s):**

1. Bus arrangements and supports shall be provided as shown, except the neutral bus may be located at either side or on either side wall. Bus units shall be anchored so that buses will remain in position when Section "B" is removed. For details of Section "B" and the insulated current-transformer support, see Figure 6-11. Bus supports shall be constructed of a continuous bar of insulating material.
2. The bus units may be supplied from the top or bottom, and shall be constructed of rectangular bus. Maximum allowable bus size shall be four 1/4-inch x 4-inch bars spaced 1/4-inch.
3. Bus units shall be insulated as shown and the insulating material shall be rated for the serving voltage. Round bus corners as necessary to prevent damage to insulation.
4. When the compartment is supplied from horizontal cross-bussing, the busing shall pass through the compartment or in the sealed area above the compartment.

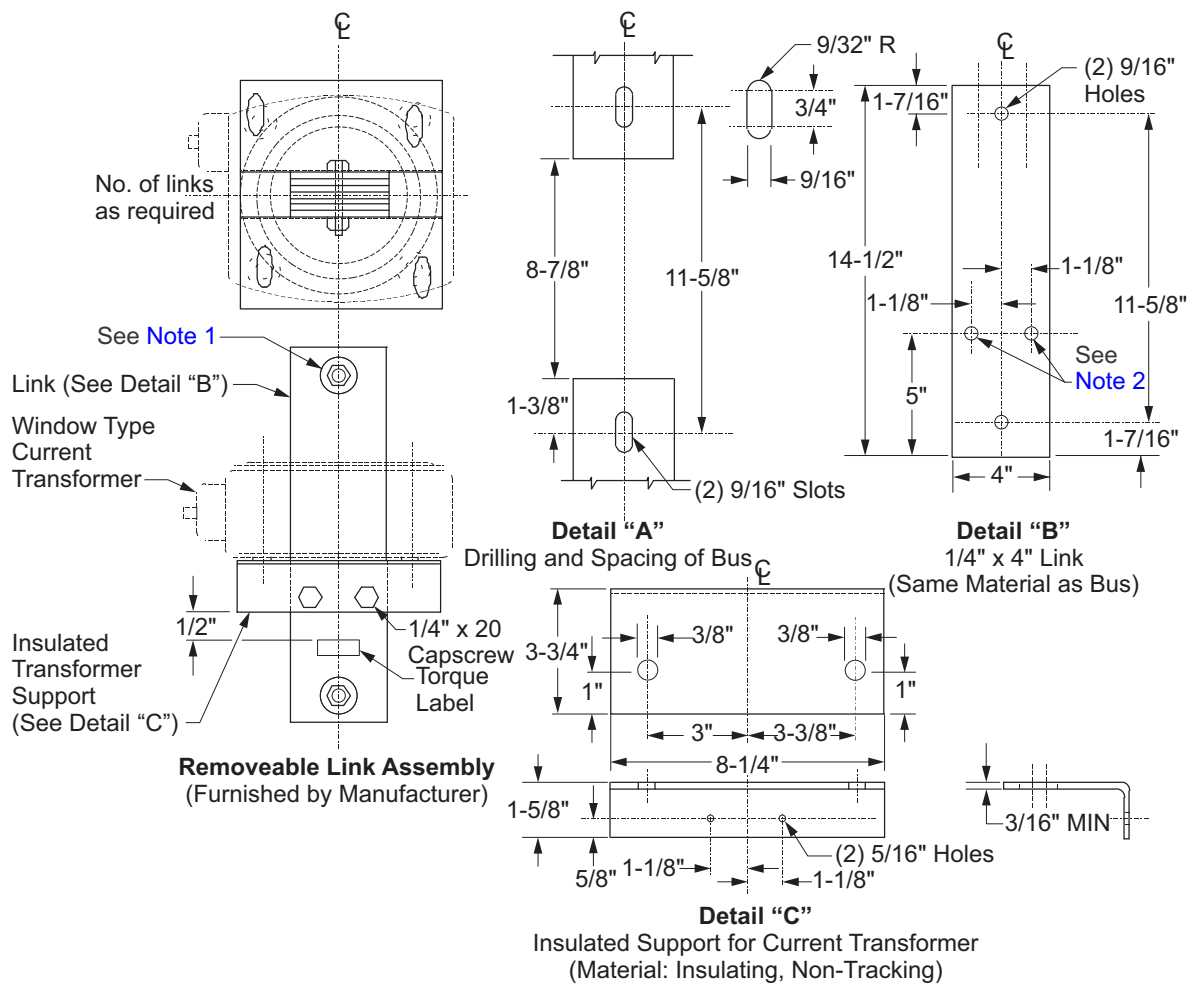
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5. Except for conductors supplying the instrument-transformer compartment, and the ground bus, no other conductors or devices shall be installed in, or routed through, the compartment or the sealed area above the compartment. The ground bus shall not infringe on utility-compartment space, or reduce any clearances.
6. A clear unobstructed work space shall be provided around the current-transformer bus units from the barrier to two inches above the removable current-transformer bus sections ("B").
7. A 10-32 tap for attachment of meter wiring shall be provided as follows:
  - a. One tap on each upper- and lower-phase bus unit with a 10-32 screw and washer provided for each phase bus in either the upper or lower position.
  - b. One tap on the neutral bus as shown, or when the compartment is supplied from cross-bussing a tap may be provided on the neutral cross-bus, or on a bus bar extension provided from the neutral cross-bus. A 10-32 screw and washer shall be provided for the neutral bus. Tap locations shall be centered between phase bus units, or at either side, and shall be readily accessible under energized conditions and with the current-transformers in place.
8. The barrier shall be constructed of a rigid insulating material resistant to ARC tracking and shall be secured in place with a maximum deflection of 1/2 inch from an applied force of 25 pounds downward. Openings in the barrier (that is, peripheral gaps around barrier, cutouts around bus bars, and hole diameters provided for ventilation) shall not exceed 3/8 inch. The barrier shall be attached with nonconductive fasteners.
9. Dimension measured to inside edge of the compartment access opening.
10. For underground services installed by the Company the buses shall extend into the pull section, see [Figure 6-7](#).
11. On four-wire delta services, the power leg bus shall be identified by an "orange-color" outer finish or by tagging or by other effective means.
12. Compartment shall be on the supply side of the main disconnect.

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**Figure 6-11: Removable Link and Current-Transformer Support for Instrument-Transformer Compartments with 4-Inch Bus 0-600 V**

**EUSERC No. 330**



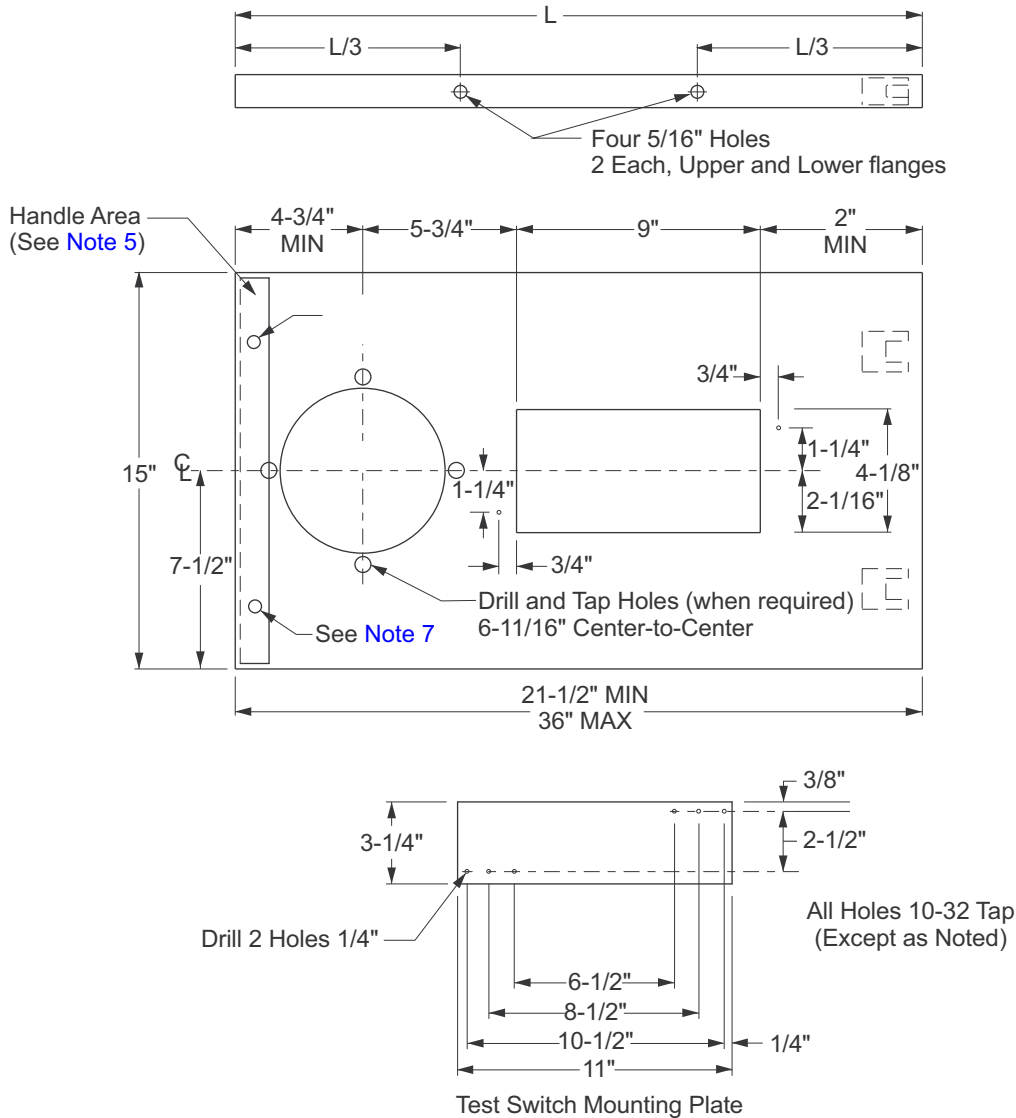
**Note(s):**

1. Manufacturer shall secure the removable bus link to the upper and lower current-transformer bus units using 1/2-inch hex-head (Grade 5) steel bolts with washers and nut. Each bolt shall be provided with a flat washer, a spring washer and a nut. Spring washer may be either a cone-type (Belleville) washer or a split-ring washer with a flat washer. All washers (Belleville or flat) shall be 2-1/4 inches minimum. Use of Belleville washers requires a label on each assembly indicating proper torque setting.
2. Drill and tap two holes as shown on the outer bus units for 1/4 inch x 20 capscrews.

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**Figure 6-12: 15-Inch Hinged Meter Panel 0-600 V.**

**EUSERC No. 332**



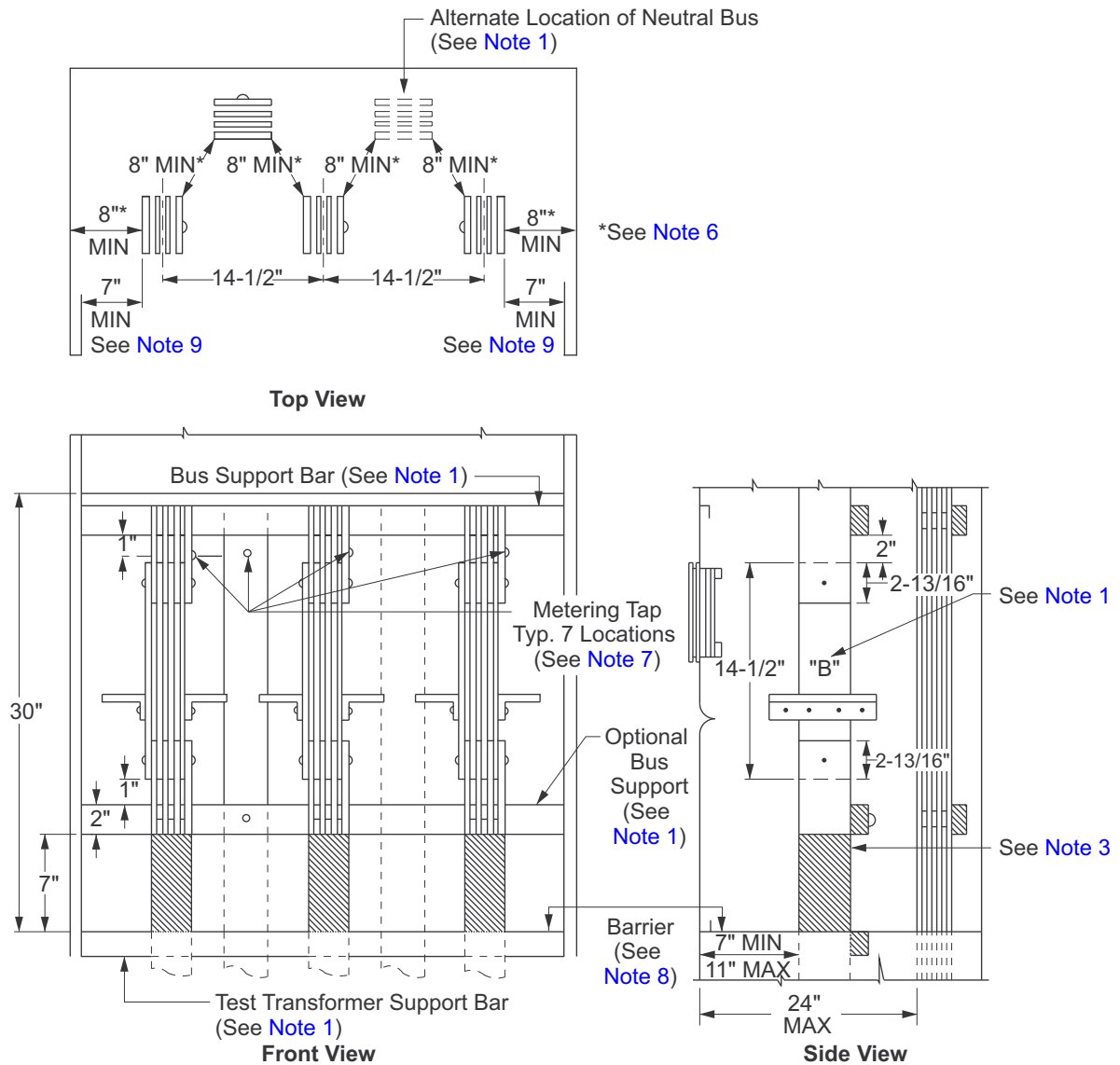
**Note(s):**

1. The panel shall be constructed of 12 gauge (minimum) steel and furnished with a meter socket, sealing ring, and a slotted opening and removable plate for the installation of a secondary test switch. The slotted opening and removable plate edges shall be smooth to prevent damage to meter wiring.
2. The removable plate shall be attached to the rear of the panel with screws that do not protrude through the face of the panel.
3. The meter socket shall be designed for back connection.
4. The panel shall be equipped with hinges. The hinges shall permit the panel to open to 90 degrees, and shall be readily interchangeable, right or left, on the meter socket panel. For clevis or removable pin-type hinges, the pin shall be removable from the top.
5. The panel shall be equipped with a handle on the unsupported end. The handle shall be interchangeable, right or left, on the meter socket panel and maintain a 1-inch (minimum) clearance from the meter socket flange and slotted opening.
6. The panel shall support a 25-pound load applied at the unsupported end when fully opened with a maximum sag of 1/8 inch.
7. All securing screws and sealing screws shall be captive. Stud and wing-nut assemblies shall be sealable.
8. See [ESR-5](#) for meter socket terminal arrangements.

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**Figure 6-13: Instrument-Transformer Compartment for Switchboards 3,001-4,000 A, 0-600 V, Three-Phase, Four-Wire**

**EUSERC No. 324**




**Table 6-3: Maximum Allowable Bus Size**

Four—1/4" x 4" bars spaced 1/4"
Six—1/4" x 5" bars spaced 1/4"
Five—3/8" x 5" bars spaced 3/8"

**Note(s):**

1. Bus arrangements and supports shall be provided as shown, except the neutral bus may be located at either side or on either side wall. Bus units shall be anchored so that buses will remain in position when section "B" is removed. For details of section "B" and the insulated current-transformer support, see Figure 6-11 for four-inch bus and Figure 6-14 for five-inch bus. Consult the Company for the use of bus larger than five inches. Bus supports shall be constructed of a continuous bar of insulating material.

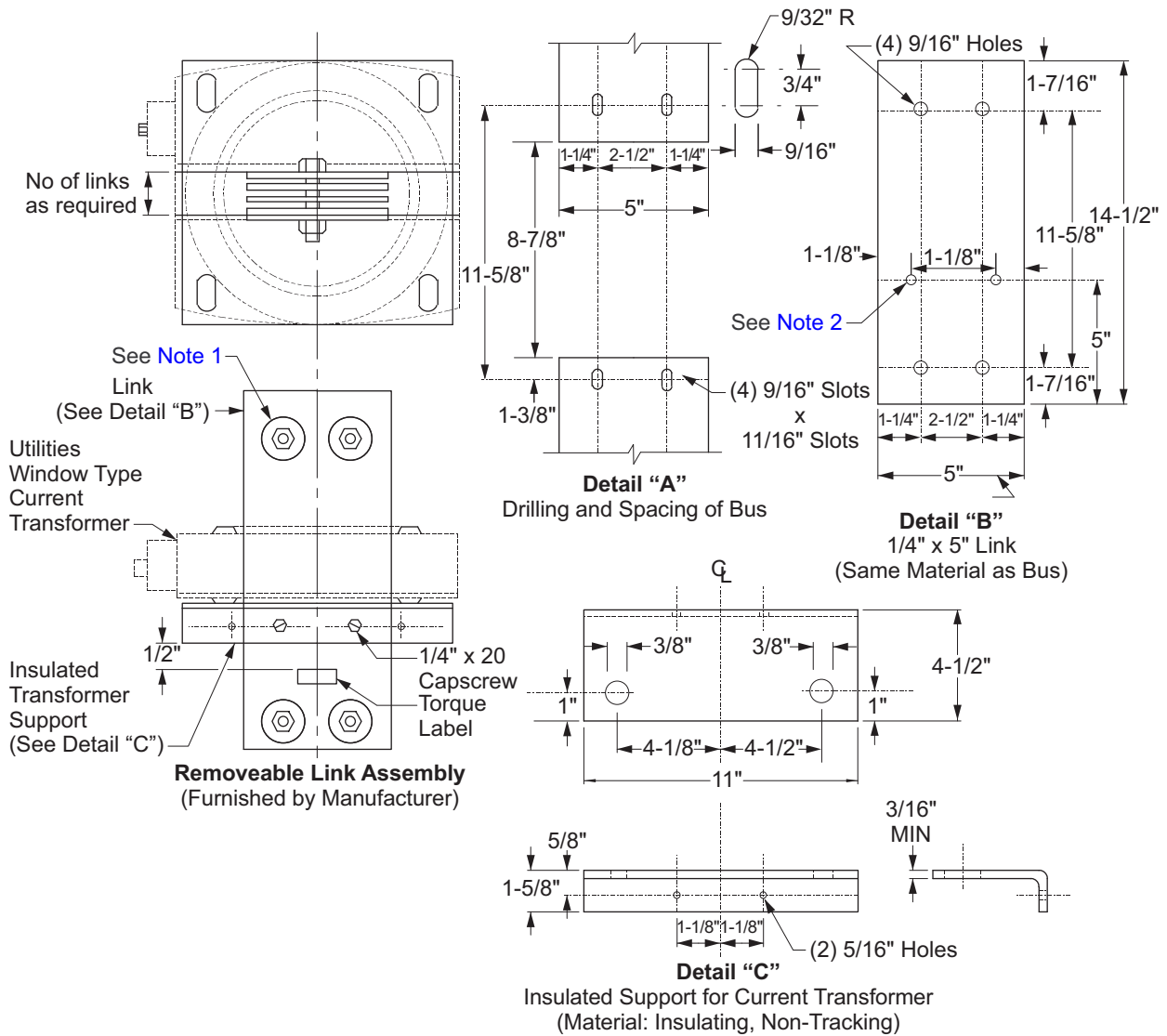
2. The bus units may be supplied from the top or bottom, and shall be constructed of rectangular bus. For maximum allowable bus sizes, see [Table 6-3](#).
3. Bus units shall be insulated as shown and the insulating material shall be rated for the serving voltage. Round bus corners as necessary to prevent damage to insulation.
4. When the compartment is supplied from horizontal cross-bussing, the bussing shall pass through the compartment or in the sealed area above the compartment.
5. Except for conductors supplying the instrument-transformer compartment, and the ground bus, no other conductors or devices shall be installed in, or routed through, the compartment or the sealed area above the compartment. The ground bus shall not infringe on utility-compartment space, or reduce any clearances. Customer connections to the ground bus shall not be allowed in the instrument-transformer compartment.
6. A clear unobstructed work space shall be provided around the current-transformer bus units from the barrier to two inches above the removable current-transformer bus sections ("B").
7. A 10-32 tap for attachment of meter wiring shall be provided as follows:
  - a. One tap on each upper- and lower-phase bus unit with a 10-32 screw and washer provided for each phase bus in either the upper or lower position.
  - b. One tap on the neutral bus as shown, or when the compartment is supplied from cross-bussing a tap may be provided on the neutral cross-bus, or on a bus bar extension provided from the neutral cross-bus. A 10-32 screw and washer shall be provided for the neutral bus. Tap locations shall be centered between phase bus units, or at either side, and shall be readily accessible under energized conditions and with the current-transformers in place.
8. The barrier shall be constructed of a rigid insulating material resistant to ARC tracking and shall be secured in place with a maximum deflection of 1/2 inch from an applied force of 25 pounds downward. Openings in the barrier (that is, peripheral gaps around barrier, cutouts around bus bars, and hole diameters provided for ventilation) shall not exceed 3/8 inch. The barrier shall be attached with nonconductive fasteners.
9. Dimension measured to inside edge of the compartment access opening.
10. For underground service installed by the Company the buses shall extend into the pull section, see [Figure 6-7](#).
11. Compartment shall be on the supply side of the main disconnect.

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**Figure 6-14: Removable Link and Current-Transformer Support for Instrument-Transformer Compartments with 5-Inch Bus 0-600 V**

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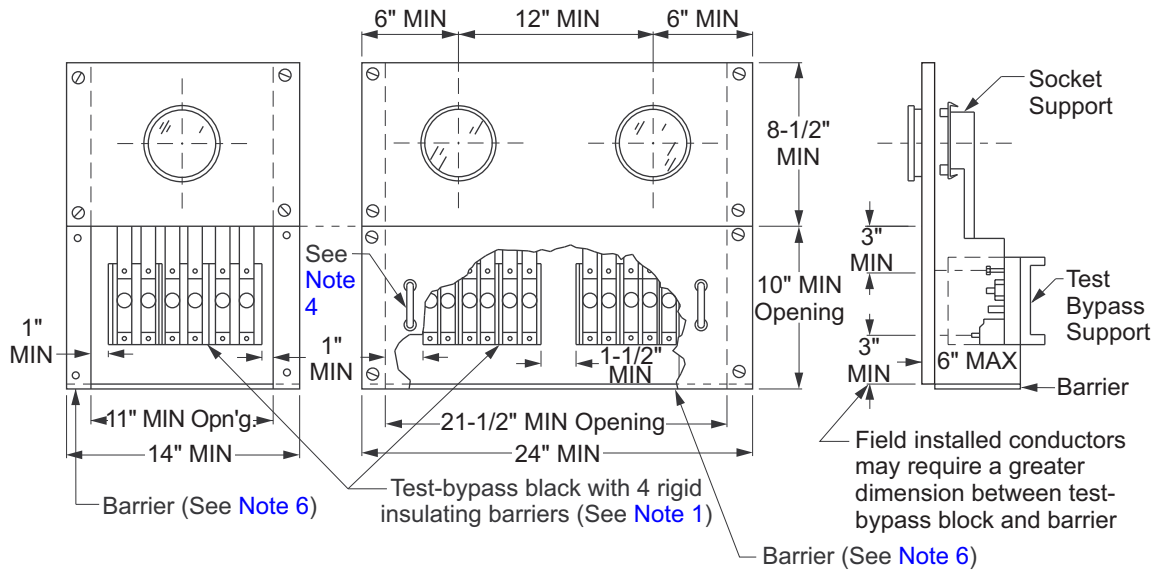
**Note(s):**

1. Manufacturer shall secure the removable bus link to the upper and lower current-transformer bus units using 1/2 inch hex-head (Grade 5) steel bolts. Each bolt shall be provided with two Belleville washers installed on opposite sides of the bus units and a nut. Use of Belleville washers requires a label on each phase of the bus link assembly indicating proper torque setting.
2. Drill and tap two holes as shown on the outer bus units for 1/4 inch x 20 capscrews.
3. Consult the Company for use of bus bars larger than five inches.

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**Figure 6-15: Self-Contained Meters Installed in Switchboards 0-200 A, 0-600 V**

**EUSERC No. 306**



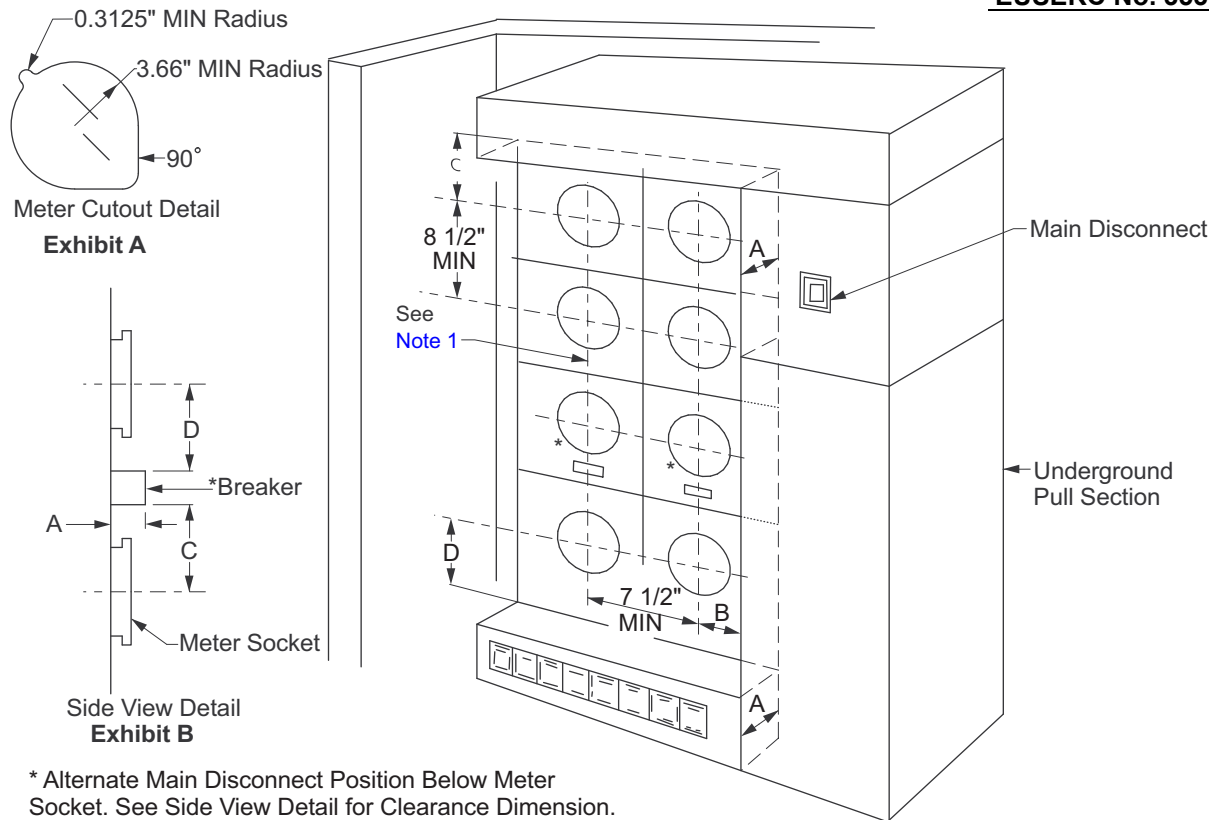
**Note(s):**

1. Test-bypass blocks with rigid insulating barriers shall be furnished, installed, and wired or bused to the meter socket by the manufacturer. Connection sequence is line-load from left-to-right.
2. Metered conductors shall not pass through adjacent metering compartments except in enclosed wireways. To ensure proper identification of cables in factory cabled equipment, metered cables (except in the test-bypass area) shall have either a physical barrier or be bundled to separate them from unmetered cable or permanently marked and isolated from unmetered cables. Physical barriers will not be required if the unmetered conductors are bus.
3. Meter panels shall be removable with a maximum of two meters per panel. Meter panels shall be provided with a sealing ring for each meter socket, and each meter socket shall be rigidly mounted on a support and attached to the meter panel. See ESR-5 for meter socket terminal requirements.
4. Test-bypass block cover panel shall be sealable and fitted with a lifting handle. All panels exceeding 16 inches in width shall require two lifting handles.
5. When a neutral is required for metering or testing, an insulated neutral terminal shall be provided behind each test-bypass cover panel. The terminal shall be readily accessible when the cover panel is removed and shall be individually connected to the neutral bus with a minimum size #8 AWG copper wire.
6. A factory-installed, full-width insulating barrier shall be located at the bottom of each test-bypass compartment. In addition, a full width and depth isolating barrier shall be located below the bottom test-bypass compartments and above the load terminals of the meter disconnect devices. If a factory-installed rear load wireway is provided, the isolating barrier shall extend back to that wireway. Ventilation openings, when provided, shall not exceed a maximum diameter of 3/8 inch. A slot in the isolating barrier provided for the load conductors supplied from the test-bypass blocks shall be a maximum of 1-1/2 inches in depth and may extend to the width of the meter disconnect devices. The slot may not be located in the front 6 inches of the test-bypass compartment insulating barrier.
7. For three-phase, four-wire, connect 7th jaw of meter socket to body of neutral lug with a white #12 AWG copper wire.
8. For three-phase, four-wire delta, identify right hand test-bypass block (2 poles) as power leg. Identification to be orange in color.
9. For three-phase, three-wire, install bus to connect line and load poles together at top of center test-bypass block and connect 5th jaw of meter socket to this bus using minimum #12 AWG copper wire. Color used to identify the wire shall not be white, grey, green, or orange.
10. For single-phase, three-wire, omit center test-bypass block.
11. For single-phase, three-wire, 120/208 V, omit center test-bypass block and connect 5th jaw of meter socket to body of neutral lug with white #12 AWG copper wire.
12. Separate line and load conductors shall be installed by the contractor or manufacturer for each meter socket.
13. Each line and load position shall be clearly identified by 3/4-inch minimum block letter labeling.
14. All utility panel covers shall be sealable.
15. Except for conductors supplying the sealed utility compartments, no other conductors or devices shall be installed in, or routed through, the SCE sealed compartments.

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**Figure 6–16: Clearances for Residential Multiple-Metering Installations**

**EUSERC No. 353**



**Table 6–4: Clearances for Residential Multiple-Metering Installation**

DIMENSIONS			
A (Protrusions)	B MIN (in)	C MIN (in)	D MIN (in)
0 (No protrusion)	3-3/4	4	4-3/4
Greater than 0" to 1-1/8" MAX	4-1/4	4	4-3/4
Greater than 1-1/8" to 2" MAX	4-1/4	4-1/4	6-1/4
Greater than 2" to 4" MAX	6-1/4	4-1/4	8
Greater than 4" to 11" MAX	6-1/4	10	8

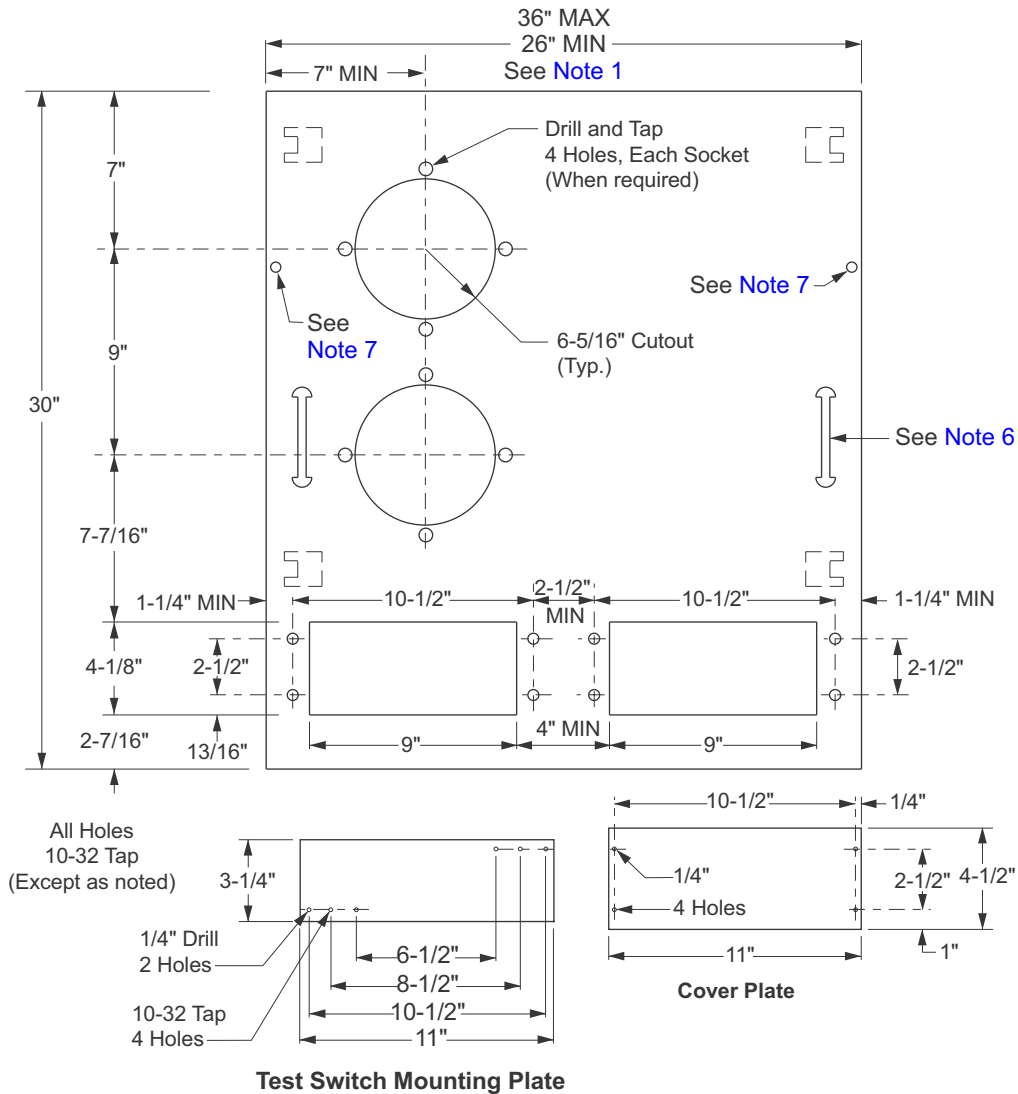
**Note(s):**

1. Where an adjacent wall or other obstruction extends more than 11 inches perpendicular from the face of the meter panel, a 10-inch minimum dimension to the meter socket axis is required. For obstructions extending 11 inches or less from the meter panel, the side clearance shall conform to that of Dimension "B".
2. Panels shall be removable to provide access to the customers equipment with the utility meters and tamper proof sealing rings in place. When there is more than one meter socket per panel, the minimum meter cutout opening, as detailed in Exhibit A, Figure 6–16, shall apply.
3. Underground landing lugs shall not be placed under any socket cover.
4. Dimension "B" shall be increased by the amount that the main switch door, including operating handle, reduces the clearance when opened 90 degrees.
5. See ESR–5 for meter maximum and minimum heights and general requirements.
6. Removable meter panel covers shall not exceed six-square feet in area.
7. Distribution conductors shall be barriered from metering compartment.
8. For single-phase, three-wire, 120/208 V installations, connect the fifth clip of the meter socket to the body of the neutral lug, with a minimum #12 stranded copper wire.

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**Figure 6–17: 30-Inch Hinged Dual-Socket Meter Panel 0–600 V**

**EUSERC No. 333**



**Note(s):**


1. The panel shall be constructed of 12 gauge (minimum) steel and furnished with meter sockets, sealing rings, slotted openings, a removable plate for installation of a secondary test switch, and a cover plate. Slotted openings and removable plate edges shall be smooth to prevent damage to meter wiring.
2. The removable plate shall be attached to the rear of the panel with screws that do not protrude through the face of the panel.
3. Meter sockets shall be designed for back connection.
4. Hinges shall be readily interchangeable, right or left, on the panel and permit the panel to open to 90 degrees. Clevis or removable pin type hinges shall be removable from the top.
5. The panel shall support a 25-pound load applied at unsupported end when fully opened with a maximum sag of 1/8 inch.
6. The panel shall have a handle attached to both sides.
7. Stud and wing-nuts shall be sealable when used.
8. See [ESR-5](#) for meter socket terminal arrangements.

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## ESR-7: Switchboards Above 600 V

### 1.0 General Information

The following requirements apply to switchboards for 2400 V; 4160 V; 4800 V; 7200 V; 12000 V; and 16500 V service installations. Higher-voltage service will be considered special and will require detailed instructions for each individual installation. Consult the local Service Planning Office for details.

### 2.0 Engineering Specifications

Each switchboard for a service exceeding 600 V will be considered as being specifically engineered.

The Company will issue specifications for each high-voltage service installation. These specifications will be based on the application for service, the electrical load and service-voltage plans as requested by the customer, and the service rules of the Company.

The installation shall comply with all applicable rules of the National Electrical Code (NEC) and other governing codes and ordinances.

### 3.0 Manufacturer's Drawings for Approval

The designer or manufacturer of high-voltage switchboards for the customer's service shall submit three copies of the engineered switchboard drawings which shall include the following illustrations:


- Utility Service Cable Terminating Section with dimensions (including view to terminations)
- Main Breaker or Switch/Fuse Section (include control power equipment if applicable)
- Front and Rear Switchboard Elevations Views with overall dimensions
- Switchboard Plan View
- Utility Metering Sections Views (including meter panel or meter door)
- Electrical Single-Line (from service cable terminating pull section to main distribution breakers)

These drawings may include references to specific pages within this manual, but shall include specific dimensions for service cable pull section and utility metering sections.

Drawings are to be submitted prior to switchboard fabrication, to the local Service Planning Office, where the service is to be installed (see [Table 7-1](#) for locations). Since re-design and/or revisions may be required to obtain panel drawings approval, a lead time of six to eight weeks should be allowed for the review and approval. One copy of the switchboard drawings will be returned to the sender with approval or necessary corrections. Revised drawings may be requested for final approval once corrections or modifications have been completed. High-voltage switchboards drawings are considered approved for fabrication once they are stamped, dated, and approved by a Company representative.

Coordinated breaker trip settings, current transformer ratios, tap settings, time dial settings, relay types, and certified test reports shall be provided to the Company before the service is energized.

This practice will assure the manufacturer of furnishing service sections to the customer that will be suitable with respect to these service requirements and the method-of-service connection to the Company's facilities.

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#### 4.0 Service Cable Termination Section

Every switchboard to which high-voltage service is to be supplied shall be equipped with a separate, fully-enclosed service-cable terminating pull section (see [Figure 7-6](#)). Space will be provided for the support and connection of the service cables to a bused section which has standard National Electrical Manufacturing Association (NEMA) drillings for termination lugs with two-holed tongues. Service-cable termination pads for multiple cables, same phase, next to each other, will require a minimum four-inch horizontal separation between bolt holes measured from centerline to centerline. The Company will specify the number of cables which it will install and terminate in the pull section. The Company will furnish and install the terminating lugs and bolts.

For service terminations, one landing position shall be provided for each phase and neutral bus for each 400 A, or portion thereof, of service ampacity, up to 800 A. Consult the Company for service termination requirements when the high-voltage switchboard ampacity exceeds 800 A. All parts must be plated to prevent corrosion.

The service-cable terminating pull section shall be equipped with a hinged, full width and height opening access door with padlock provisions, and latch, to hold the door open a minimum of 90 degrees.

#### 5.0 Available Neutral Grounding Schemes

Where a customer is served directly from a distribution circuit (or an autotransformer), the only available neutral grounding scheme will be that of the distribution circuit.

Where a customer is served by a dedicated two-winding distribution transformer, the following neutral grounding schemes will normally be available:

- Solidly grounded
- Ungrounded
- Inductance grounded
- Resistance grounded (high or low)
- Resonant grounded

Where special facilities are necessary to implement a grounding scheme, they shall be furnished and installed at the customer's expense. Consult the local Service Planning Office for neutral grounding scheme details.


#### 6.0 Working Space for High-Voltage Switchboards

High-voltage switchboards shall be installed with a minimum of 5 feet of clear, level flat concrete space in the front, rear and side of any section where such part supports or provides access to metering, testing equipment or service cable termination sections.

Because access is required to both the front and rear of the switchboard, a walkway of at least two feet wide shall be provided around both ends of the switchboard. If access to the service-cable termination section is from the side of the switchboard, a five-foot working space shall be provided on the termination section end.

The working space in front of the utility sections shall be as wide as the section.

When indoor non-raintight (NEMA-1) or outdoor raintight (NEMA-3R) service equipment is installed on an elevated portion of the floor or a housekeeping pad, the pad must extend a minimum of five feet in front or rear of the service equipment, including metering and service-termination sections. If the pad is flush with the front of the equipment, the maximum meter height of 6'-3" shall not be exceeded.

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To maintain a safe, clear, and level working area in front of new or existing meter and service equipment, a concrete slab acceptable to the Company shall be required.

### 7.0 Utility Compartment Labeling

Utility compartments shall be permanently labeled with machine-engraved, laminated-phenolic (or equivalent) labels. Quarter-inch high white letters and numbers on red-colored material, which is readily visible and mechanically attached to the face of the following designated compartments; and shall be worded as follows:

- Utility Voltage Transformer Compartment
- Utility Voltage Transformer Fuse Compartment
- Utility Current Transformer Compartment
- Utility Service Termination Compartment
- Utility Metering Compartment

When labeling indoor non-raintight (NEMA-1) or outdoor raintight (NEMA-3R) service equipment, labels shall be placed on the exterior access door to the appropriate utility compartment.

### 8.0 Safety Grounding Provisions

A section of bare bus, four inches above and below the current transformers, shall be provided to permit the application of Company safety grounds. As an alternate, a grounding perch may be provided on the line and load side of the bus at each current transformer location.

### 9.0 Meter Panel and Doors

Meter panel and hinges are to be designed to adequately support 25 pounds of load applied at the unsupported end with 1/8-inch (maximum) sag when opened. A #4 AWG flexible braided bond wire shall be installed across the hinges. A single-full width and height meter panel door is required. The door shall be adequately hinged, open to 90 degree minimum, and support the weight of metering equipment. Meter doors located in front of the current transformers shall have an insulated barrier between the meter door and current-transformer compartment (see [Figure 7-13](#)). In addition, see [Subsection 20.3](#) for meter socket details.

### 10.0 Basic Impulse Insulation Level Rating

Basic Impulse Insulation Level (BIL) for the metering enclosure shall not be less than that for the customer's associated switchgear. Reference shall be made to ANSI Standards for the minimum acceptable BIL ratings for high-voltage switchboards built to the listed nominal voltages shown in the applicable tables "Voltages and Insulation Levels for AC Switchgear Assemblies" and as tabulated for Metal-Enclosed Interrupter Switchgear. The metering cubicle shall be labeled with the BIL rating.

**Table 7-1: Basic Impulse Insulation Level Rating**

Rated Maximum Voltage (kV)	Impulse Withstand (BIL - kV)
4.76	60
8.25	75
15.0	95
27.0	125

**Note(s):**

1. The minimum acceptable BIL rating and insulation class on 16340 V switchboards shall be at 125 kV.

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**11.0 Ventilation Openings**

Ventilation openings in covers and doors with provisions for utility seals shall be protected by a rigid barrier. Barriers shall be dimensioned and located so that no live part may be viewed past the barrier when looking through the ventilation opening. Barriers shall be secured to covers and doors with devices that may not be loosened from the outside.

**12.0 Door Access to Metering Cubicle(s)**

For outdoor installations (NEMA-3R), working clearances at the job site may determine if the manufacturer is to furnish either a single- or double-full height, hinged access door. In addition to provisions for a three-point latching mechanism with hardware for the installation of a Company padlock, all external doors shall, when opened, be equipped with a device to hold the door(s) open to 90 degrees or more.

**13.0 Weatherproofing and Locking**

Enclosed equipment with weatherproof doors shall meet the following requirements:

- The meter panel or door shall be hinged on the side opposite that of the outer door on the weatherproof units or hinged on the same side as the outer door without subjecting the metering equipment to damage.
- Designs shall permit a 90 degree minimum opening of the meter panels or doors with the meters and test facilities in place.
- The weatherproof doors may be omitted if the equipment is located indoors. If the outer door is omitted, the meter panel must be lockable.
- The front weatherproof door shall be a single door equipped with a three-point latching-type handle to accommodate a Company-installed padlock.
- The door shall be equipped with a device to hold the door open to 90 degrees or more.

**14.0 Current-Transformer and Voltage-Transformer Installations**

Current transformers and voltage transformers, meters, testing facilities, and all secondary wiring from the transformers to the meters will be furnished and installed by the Company.

**15.0 Bus Bars and Conductors**

15.1 Approved Bus Material

Only copper or plated aluminum bus shall be used in the metering and terminating enclosure. Aluminum bus shall be identified with the plating process where the service cables terminate and the current transformers are mounted.

15.2 Bus Dimensions and Spacing

Maximum bus size shall be 3/8" x 4". Minimum bus size shall be 1/4" x 2" unless otherwise indicated on specific drawings. Bus sizes outside of these limits require special engineering and consultation with the Company.

15.3 Bus Installation for Current Transformers

When the main switch or circuit breaker enclosure is adjacent to and on the source side of the metering enclosure, connections from the load side of the main switch or circuit breaker to the line side of the current transformers shall be made using bus bars.

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15.4 Conductors Passing through Compartment Walls

Where buses or conductors pass through compartment walls, through-the-wall bushings or insulated construction with full-voltage rating of the switchboard may be used.

**16.0 Metering Compartments — General**

16.1 Insulated Neutral Termination

When an insulated neutral is required, it shall have full voltage-rated insulation from the metering cubicle. Consult the local Service Planning Office to determine if an insulated neutral is required.

16.2 Instrument Transformer Mounting

Voltage-transformer and current-transformer mounting platforms are to be provided by the manufacturer.

16.3 Voltage-Transformer Mounting (Unistrut)

The front unistrut mounting bar shall position the voltage-transformer mounting holes nine (9) inches from the inside of the voltage-transformer compartment access door (see [Figure 7-3](#) for details). The rear unistrut mounting bar shall be continuously adjustable 5 inches (minimum) to 13 inches (maximum) from the front unistrut bar.

16.4 Current Transformers and Bus Link

Unless otherwise directed by the Company representative, each switchboard bus drilling and dimensions for installing current transformers shall accommodate the pattern for 800 A or less current transformers of the proper voltage insulation class (see [Figure 7-4](#)). Current-transformer center phase position shall be bused straight through with removable links on all high-voltage switchboards. This bus provided by the manufacturer, shall consist of a removable link dimensioned the same as the current-transformer bars on the metered phases.

16.5 Test Transformer Supports

Phenolic test transformer supports for each phase (two – 1/2" x 2" x 8"), or a continuous bar of insulating material across the compartment, is required for switchboards 4160 V and below (see [Figure 7-13](#)).

16.6 Phase and Neutral Taps for Fuses and Voltage Transformers

Lugs for voltage-transformer phase and neutral connections shall be provided in the voltage-transformer compartment. Mechanical lugs shall allow for #8 AWG through 1/0 AWG connections.

16.7 Fuse Specifications

Voltage-transformer fuses will be furnished and installed by the Company. Access to fuses shall be provided through the voltage transformer compartment only. The manufacturer shall provide the mounting clips for indoor current-limiting fuses with mounting clips separation and fuse ferrule diameter appropriate for the voltage rating of the equipment (see [Table 7-2](#)).

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## 16.8 Voltage Transformer Disconnect Requirements

For personal safety, Kirk<sup>®</sup> key (or equivalent) interlocking is required between the voltage transformer disconnect switch and the voltage transformer access compartment door. The voltage transformer compartment cannot be entered until all of the following conditions are met:

- The gang-operated disconnect is fully and visibly open—and visibly grounded.
- When the voltage transformer disconnect is fully open, the main disconnect blades must ground automatically.
- The disconnect switch is locked open with a key interlock system.

The interlock system must prevent closing of the disconnect switch without first closing and locking the voltage transformer compartment. Two interlocking keys shall be provided.

Primary and grounding contacts for the voltage transformer disconnect blades shall be of the blade and jaw design or equivalent to ensure continued adequate contact.<sup>1/</sup>

Operating handle or lever of the voltage transformer disconnect switch shall be padlockable in the closed position.

The voltage transformer disconnect shall be tapped ahead (supply side) of the utility-metering current transformers.

The voltage transformer compartment door shall provide unobstructed access to the voltage transformer and fuses.

## 17.0 Sealing of Metering and Pull Sections

Service-terminating pull sections and metering sections shall be fully enclosed. All hinged panels that will give access to these sections or to any secondary meter wiring shall be sealable. Bus ports through the side barriers of the metering section shall be closed with phenolic barriers or otherwise arranged to prevent access to the metering section.

## 18.0 Service Connections of Switchboards

### 18.1 Underground Service

Underground service will be supplied under the Company's rules covering underground service from the source. See [ESR-4](#) relative to underground service from transformer vaults, rooms and outdoor enclosures. See [ESR-3](#) relative to underground service from an overhead source or from an underground distribution system.


### 18.2 Underground Service-Termination Pull Section

Every switchboard to which underground service is to be supplied by the Company shall be equipped with a fully-enclosed service-terminating pull section by the manufacturer. The pull section will be a part of the switchboard service section(s).

The detailed requirements of an underground pull section showing the cables and terminations, as installed by the Company, is shown in [Figure 7-6](#).

The maximum load that will be supplied through a single cable or set of cables in a single conduit will be determined by the Company. Consult the Company for conduit requirements.

<sup>1/</sup> Wiping or pressure contacts are not acceptable.

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The underground service conduit shall normally enter the bottom of the pull section as shown in [Figure 7-6](#). Where this method of entry does not appear to be practical, consult the local Service Planning Office. Any change will require an increase in the size of the pull section together with special terminating provisions.

## 19.0 Service and Meter Switch

The manufacturer or contractor shall furnish and install a single main service disconnect with every switchboard in which the Company's metering equipment is to be installed. Such disconnect shall control all of, and only, the energy carried by the service to and registered by the metering equipment. Where more than one set of metering equipment is supplied through the same service, a main service disconnect, as required by the California Electrical Safety Orders, shall be installed on the supply side (cold sequence) of all individual meter switches in the installation.

Where a customer is served directly from a distribution circuit (or an autotransformer), the main disconnect shall be a circuit breaker with overcurrent and ground-relaying provisions.

Where a customer is served by a dedicated two-winding power transformer, it is likely that the main disconnect will need to be a circuit breaker with overcurrent protection and ground-relaying provisions. Consideration will be given to the use of a switch and fuse combination with current-carrying and interrupting capacities acceptable to the Company only if it is determined that the fuse size being considered will properly coordinate with the Company's dedicated two-winding power transformer protection. Consult the local Service Planning Office regarding available fault duties and protection coordination.

### 19.1 Location — Metering Equipment, Wiring, and Devices — 2400 V; 4160 V; 4800 V; 7200 V; 12000 V; and 16500 V Services

The main service disconnect shall be installed and connected to the service on the supply side of all metering equipment, wiring, and devices except as follows:

- Where an electrically operated main meter and service breaker is operated by alternating current, a transformer for supply of such control power and/or for heating, lighting and other incidental use within the switchboard may be installed in the switchboard connected to the service through suitable protection on the supply side of the main service breaker. The secondary leads from this transformer shall be taken through a four- or seven-clip meter socket connected on the supply side of all load. If or when power from this meter is to serve voltage-sensing relays or other types of equipment that will render removal of this meter for testing or replacement prohibitive, test bypass facilities shall be provided by the manufacturer, and wired through the four- or seven-clip meter socket on the meter door (see [Figure 7-10](#) and [Figure 7-12](#) for requirements).
- On installations where this meter can be removed without having an adverse effect on the main power source, a meter switch or test bypass facilities in the control supply circuit is not required. The manufacturer shall indicate this characteristic on drawings.
- The Company will install a meter in the four- or seven-clip meter socket installed on the meter panel for the control supply circuit. The energy supplied through this meter will be billed as a separate account.
- Where specifically permitted by the Company, apparatus for voltage indication only may be installed (unmetered) on the supply side of the main disconnect. A maximum low-voltage fuse size of 1.0 A is allowed for this application.
- When approved by the Company, lightning arresters may be installed on the supply side of the main breaker. They shall be located in an area separately barriered from sections containing utility equipment (pull sections and/or meter sections).

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**19.2 Mitigation of Customers Control Power Transformers (CPT) Potential Ferroresonance Conditions**

If the CPT is connected to the SCE system on the supply side of the customer's main service disconnect (or customer's main breaker) within the primary switchboard, the Company shall install a three-phase, loadbreak gang-operated switch ahead of the primary switchboard to avoid any potential ferroresonant condition that may occur while energizing/de-energizing the primary switchboard.

**20.0 Switchboard Metering Section**

The design of the switchboard metering section(s) varies with the service voltage, the character of the metering equipment involved, indoor or raintight construction, and the point at which the load leaves the section. Acceptable types of switchboards have meters, instrument transformers and high-voltage test sections normally installed in one cubicle or section.

The detailed requirements for dimensions, clearances, bus, and compartments are shown in [Figure 7-1](#).

Provisions for mounting voltage transformers shall be made in the utility voltage transformer compartment which will permit their primary terminals to be conveniently connected to the fuse carriers. This location must also provide access for the easy installation and removal of the voltage transformer fuses.

**20.1 Neutral Conductor — 4160 V Service**

All switchboards for 4160 V service (except those with resistor-grounded neutrals) are metered four-wire and employ three 2400 V voltage transformers, each connected between a phase and neutral. This arrangement requires a separate continuous neutral conductor (5 kV insulated) to be installed into the voltage transformer compartment from the service-cable terminating pull section. Where the customer uses a three-wire system, the neutral can be a #6 conductor as it supplies only metering potential. The separate neutral conductor from the terminating pull section to the voltage transformer compartment shall be supplied by the manufacturer.


When the neutral of a 4160 V circuit is grounded through a resistor, (three-phase, three-wire), the neutral shall not be brought into the metering compartment, and two 4160 V transformers shall be used with two current transformers. The center-phase bus link shall be provided by the manufacturer.

**20.2 Handles on Hinged Panels**

Each hinged panel giving access to utility sections/compartments shall be sealable and equipped with a handle opposite the hinged side. Hinged panels are not limited to size.

**20.3 Meter Panel Details**

Meter panels or doors shall include a minimum of two 15-clip meter sockets and two test switch openings (see [Figure 7-10](#)). If the switchboard requires control-power metering, a four-clip for single-phase, or seven-clip for three-phase meter socket with test bypass blocks shall be included.

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**20.4 Meter Clearances — Enclosed Meter Panels**

Whenever a switchboard meter panel is in an enclosure, arrangements shall be made which will provide working clearance around and in front of the meters, test switches, phasing transformers, and so forth. The enclosure depth in front of the meter panels shall be at least 11 inches. The meter heights shown in [ESR-6](#) will apply.

**20.5 Meter Sockets and Test Blocks**

All meter sockets, 100 A test bypass blocks, and related wiring for control power metering (four- or seven-clip socket) shall be provided by the manufacturer. Conductors between test bypass blocks and control power source shall be identified by phase and line or load. The manufacturer is to terminate the control power-metering conductors at the test bypass blocks (line-load sequence) and four- or seven-clip meter socket (see [Figure 7-12](#)). Labels identifying LINE and LOAD sequence shall be placed under the test blocks on the panel.

**20.6 Meters**

Meters shall be installed in weatherproof switchgear (NEMA-3R) when outdoors. In certain areas, a walk-in enclosure for the metering equipment may be required due to unusual weather conditions. Consult the local Service Planning Office for requirements of outdoor installations.

**20.7 Test Switches and Phasing Transformers**

Test switch and phasing-transformer cutouts on meter panels shall be provided as illustrated in [Figure 7-11](#). The manufacturer is to provide a removable plate with each meter-panel cutout.

**20.8 Meter Locations Prohibited**

The prohibited meter locations specified in [ESR-5](#) apply to meters on all switchboards.

**20.9 Barriers**

Specific switchboards, designed with metering door in front of current transformers, shall have a full height and width insulated barrier between the meter panel or door and the current transformer compartment to isolate the worker from any high-voltage conductors. A barrier is not required when metering is located in front of the voltage-disconnect compartment (see [Figure 7-13](#)).

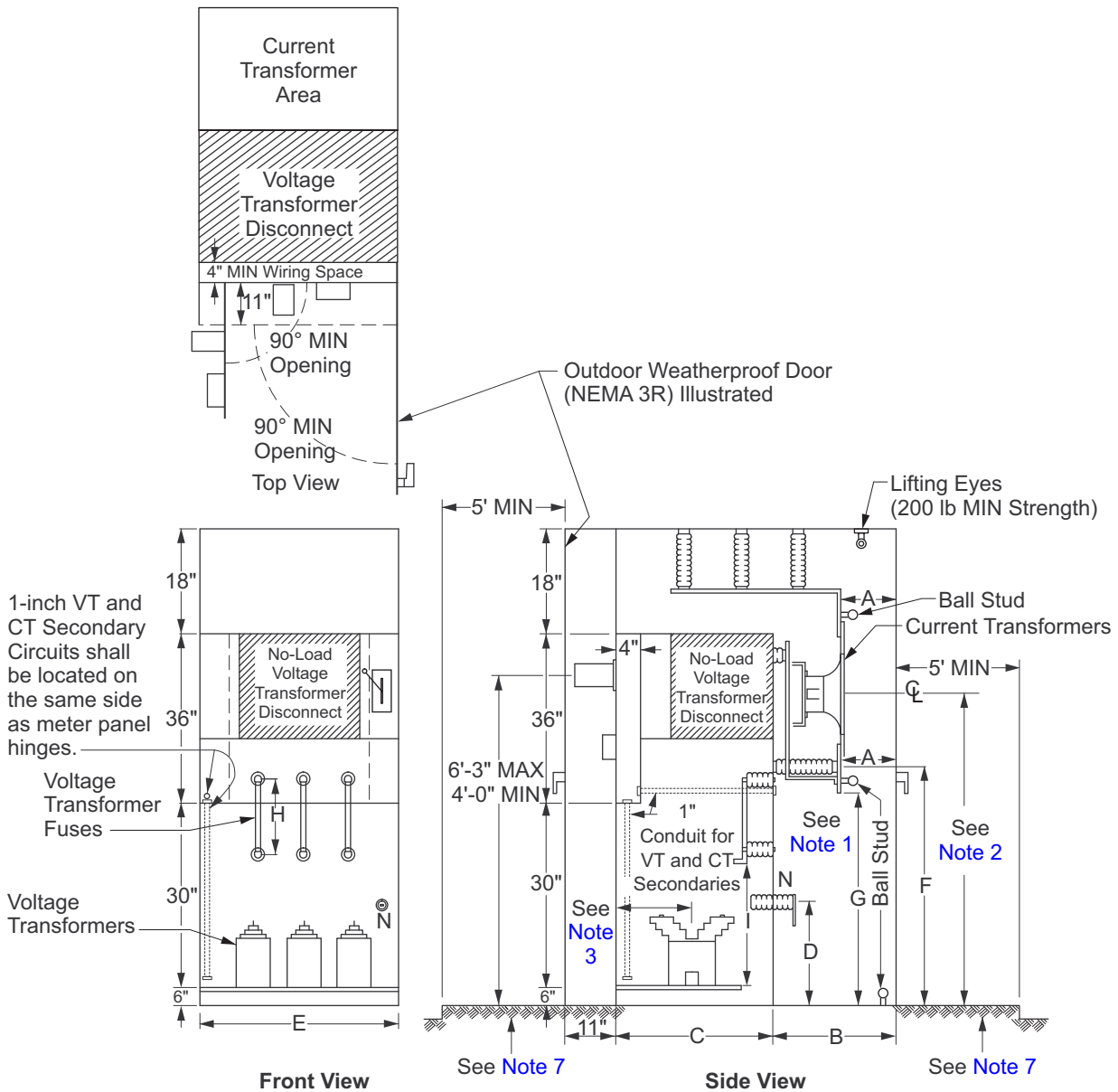
**20.10 Metering Installation**

Do not install any conductors in the switchgear or the utility side or customer side until all metering work has been completed.

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**Figure 7-1: High-Voltage Metering Enclosure — 2,400 V Through 16,500 V Service**

**EUSERC No. 401**



**Note(s):**

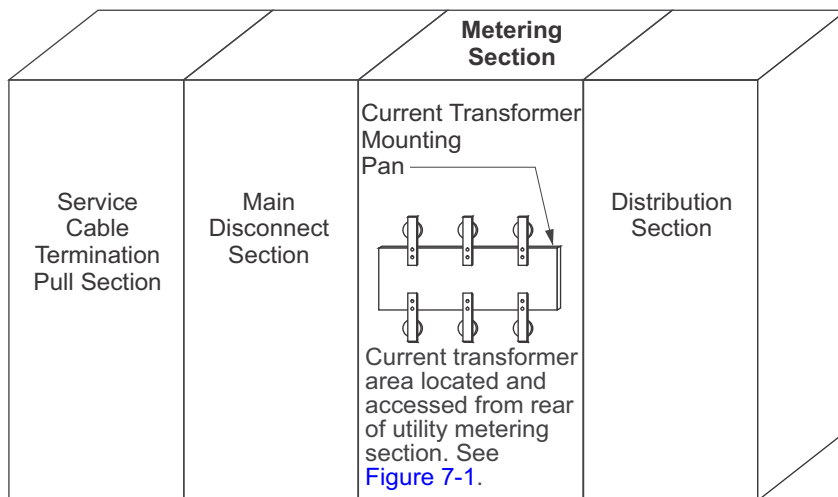
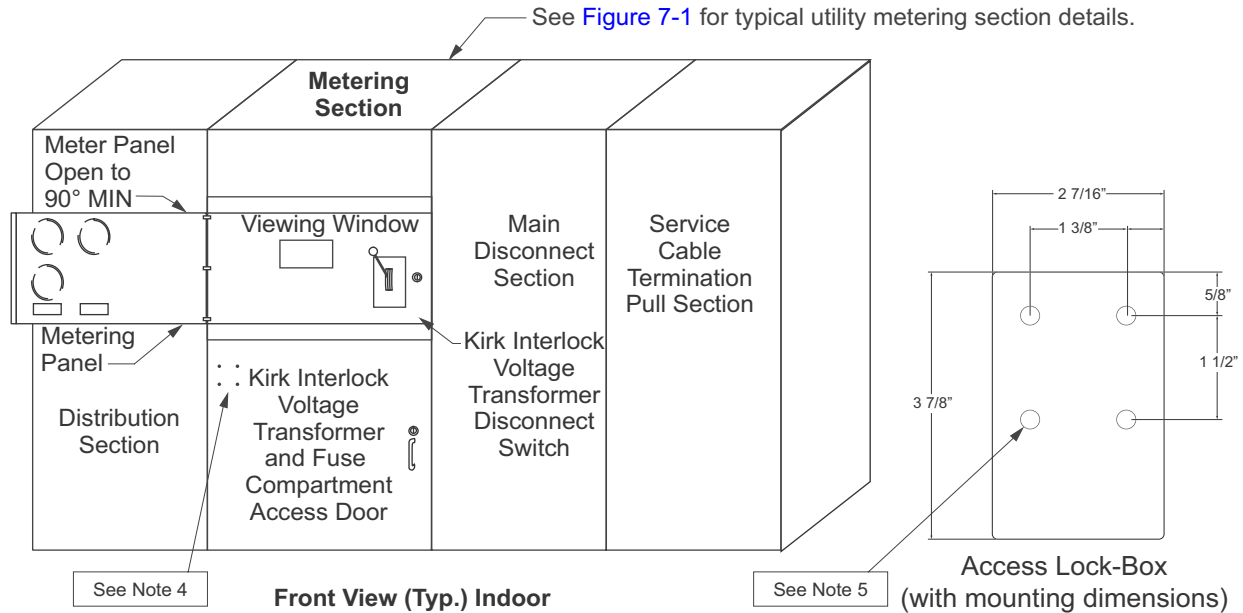
1. Not a cable termination section.
2. 48-inch MIN, 60-inch MAX; glastic barrier required if meter door is located in front of current-transformer area (see Figure 7-13).
3. See side view Figure 7-3.
4. This illustration depicts typical metering panel in front of voltage-transformer disconnects. Metering may be located in front of CT area. See Figure 7-13.
5. See Table 7-2 for dimensions of high-voltage metering enclosures.
6. Primary taps for VTs shall be connected to the line side of the metering CTs.
7. Required clear and level working space with five-foot clearance front and back.
8. Figure 7-1 represents a 4-wire installation for a 5 kV class test transformer support (see Figure 7-13).
9. Provide lock-box bolt pattern holes on hinge side of VT section door.

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**Table 7-2: High-Voltage Utility Metering Section Dimensions**

Specifications	Voltage Rating DIM		
	2,400 (in)	4,160/4,800 (in)	7,200/17,000 (in)
Minimum bare bus clearance $\emptyset$ -to-ground	3-1/2	3-1/2	6
Minimum bare bus clearance $\emptyset$ -to- $\emptyset$	5	5	7-1/2
Dimension A	5 MIN 10 MAX	5 MIN 10 MAX	8 MIN 10 MAX
Dimension B	24 MIN	24 MIN	24 MIN
Dimension C	24 MIN	24 MIN	24 MIN
Dimension D	12 MIN	12 MIN	12 MIN
Dimension E	36 MIN	48 MIN	48 MIN
Dimension F	42 MIN 48 MAX	42 MIN 48 MAX	42 MIN 48 MAX
Dimension G <b>Note:</b> Not A cable termination section.	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
Dimension H: Fuse mounting clip center	8-1/2	8-1/2	11-1/2
Dimension H: Fuse ferrule diameter	1-5/8	1-5/8	1-5/8
Dimension I	18 MIN	18 MIN	18 MIN

**Figure 7-2: High-Voltage Switchboard — 2400 V Through 16500 V Service**



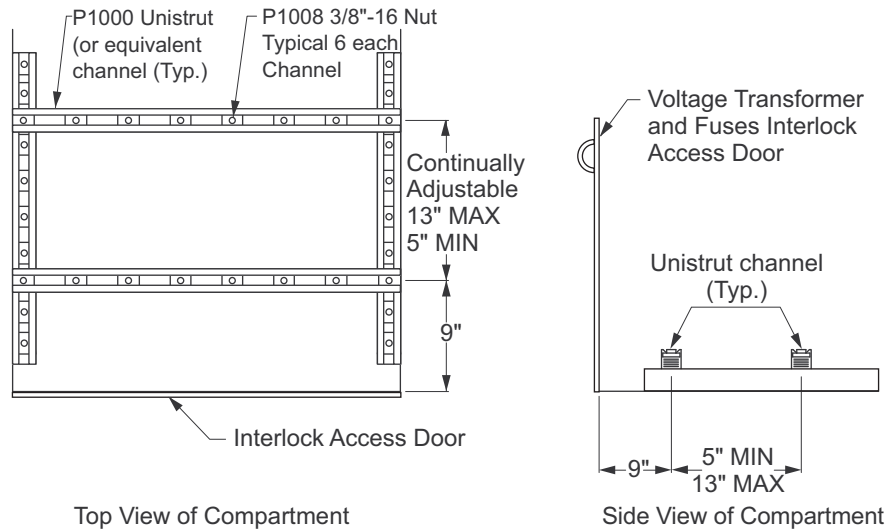
**Note(s):**

1. This illustration depicts a typical metering panel in front of voltage transformer disconnects. Metering may be located in front of the CT area (see Figure 7-13).
2. Current-transformer center-phase position shall be bused straight through with removable links on all high-voltage switchboards.
3. At point of ground termination, customer is required to install a placard that states "System Ground Connection".
4. Provide lock-box bolt pattern holes on hinge side of VT section door. See Figure 7-2 for lock-box mounting dimensions.
5. Drill holes shall be 5/16 inches in diameter. 3 inches shall be maintained from the center of the topmost drill holes to the top of the door. 3 inches shall be maintained from the center of the drill holes closest to the edge of the hinged side of door.

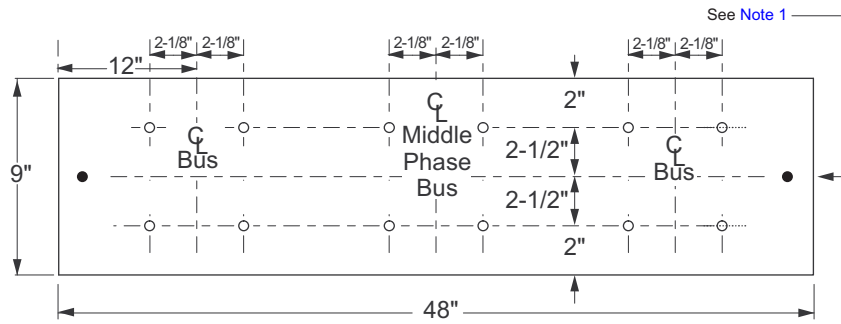
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**Figure 7-3: Mounting Pattern for Voltage and Current Transformers —  
2400 V Through 16500 V Service**

**EUSERC No. 407**



Voltage Transformer Mounting Rail Detail  
(Unistrut Type)



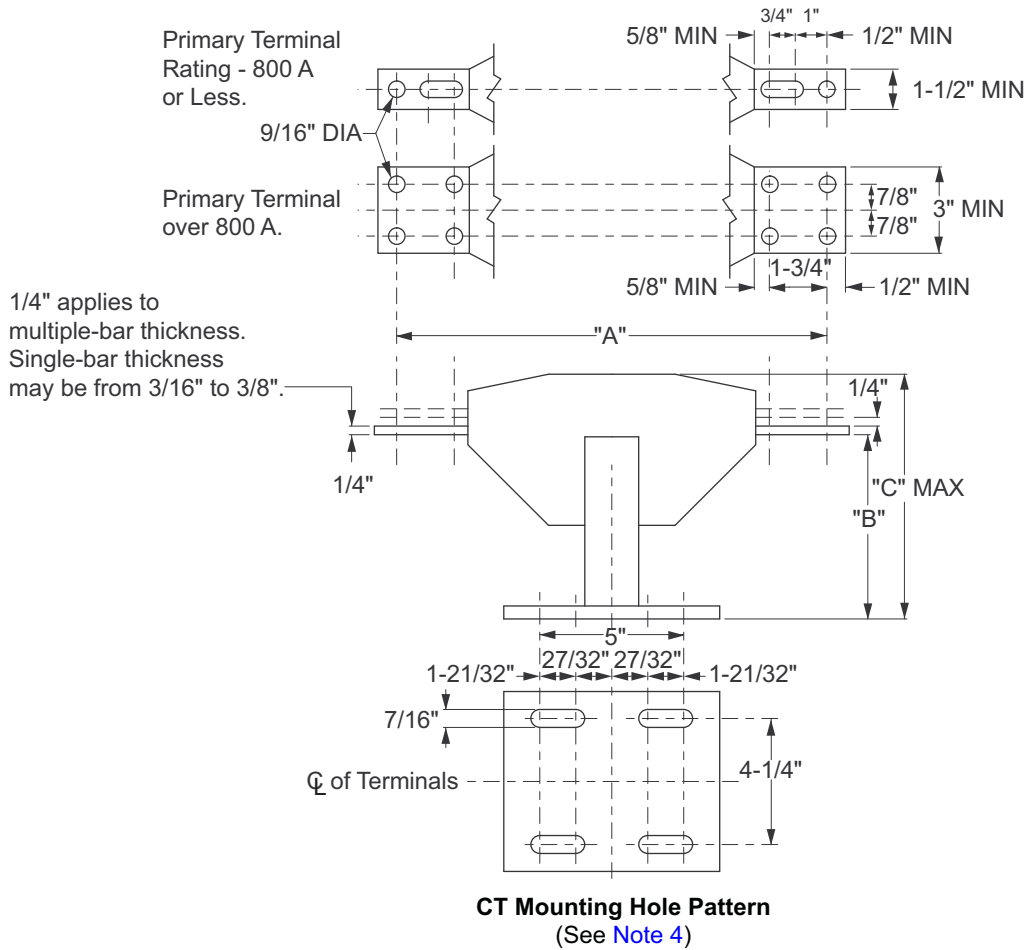
**Current-Transformer Mounting Base**  
(See Figure 7-4)  
(Tap all holes 3/8"-16 or use a cage nut.)

- Note(s)  
1. Provide a grounding lug (#6 AWG) at each end of the CT mounting base.

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**Figure 7-4: Indoor Current Transformer Dimensions for Metering Purposes —  
5 kV Through 15 kV Classes**

**EUSERC No. 407**



**Note(s):**

1. Insulation classes are 5-, 8.7- and 15-kV.
2. Basic impulse insulation levels (BIL) for these classes are 60-, 75- and 110-kV respectively.
3. Bus drilling and dimensions shall accommodate 800 A or less. See Subsection 16.4.
4. See Figure 7-3.

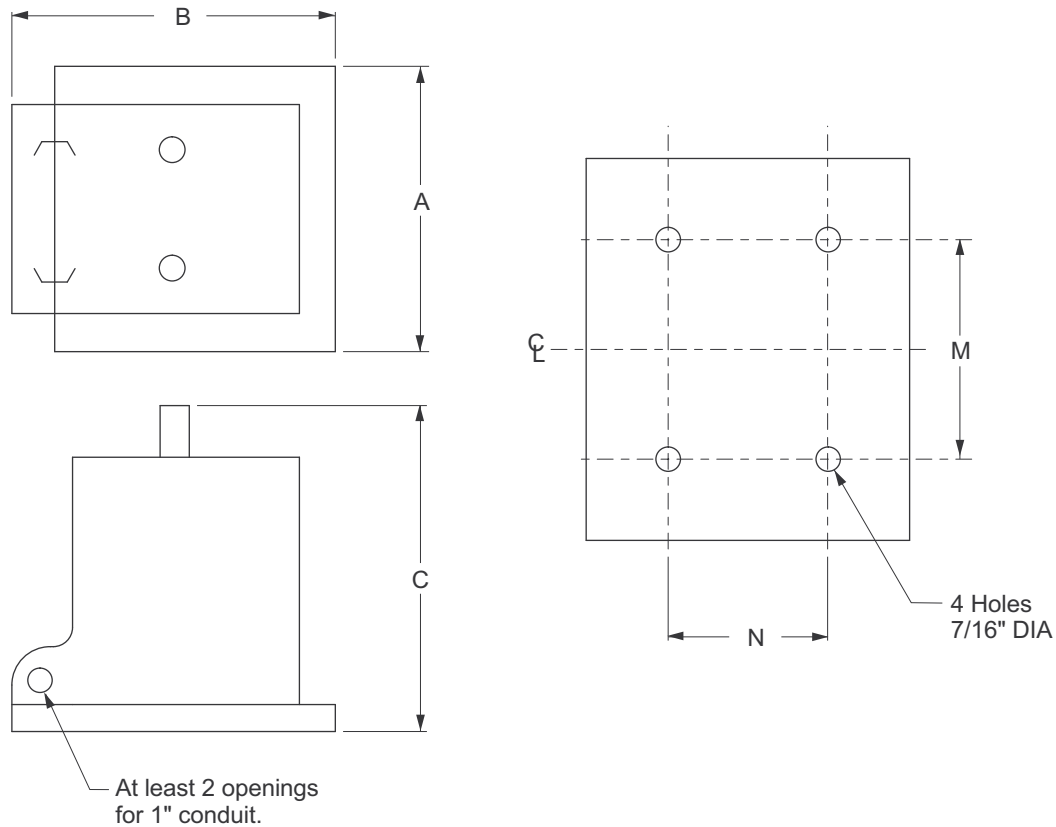
Dimensions <sup>a/</sup> — Inches <sup>b/</sup>						
Insulation Class (kV)	A		B		C (MAX)	
	Amp		Amp		Amp	
	0-800	1200-2000	0-800	1200-2000	0-800	1200-2000
5.0	14	—	5-3/4	—	8	—
8.7	15	—	8	—	10-1/2	—
15.0	22	26	9	5-3/4	11-1/4	13

<sup>a/</sup> Contact the Company representative for dimensions above 15 kV.

<sup>b/</sup> Unless otherwise indicated, tolerance equals plus or minus 1/16 inch.

**Figure 7-5: Outdoor Voltage Transformer Dimensions — 5 kV to 15 kV Classes**

**EUSERC No. 416**

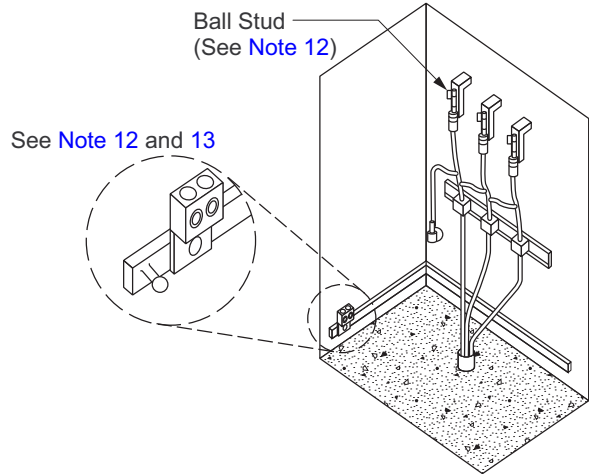


Dimensions — Inches <sup>a/</sup>					
Insulation Class (kV)	Without Mounting Brackets				
	Maximum Overall DIM			Mounting DIM	
	A	B	C	M	N
5.0	11-1/2	13	13	8-1/2	6-1/4
8.7	14-1/2	15-1/2	18-1/2	10	8-5/8
15.0	14-1/2	15-1/2	18-1/2	10	8-5/8

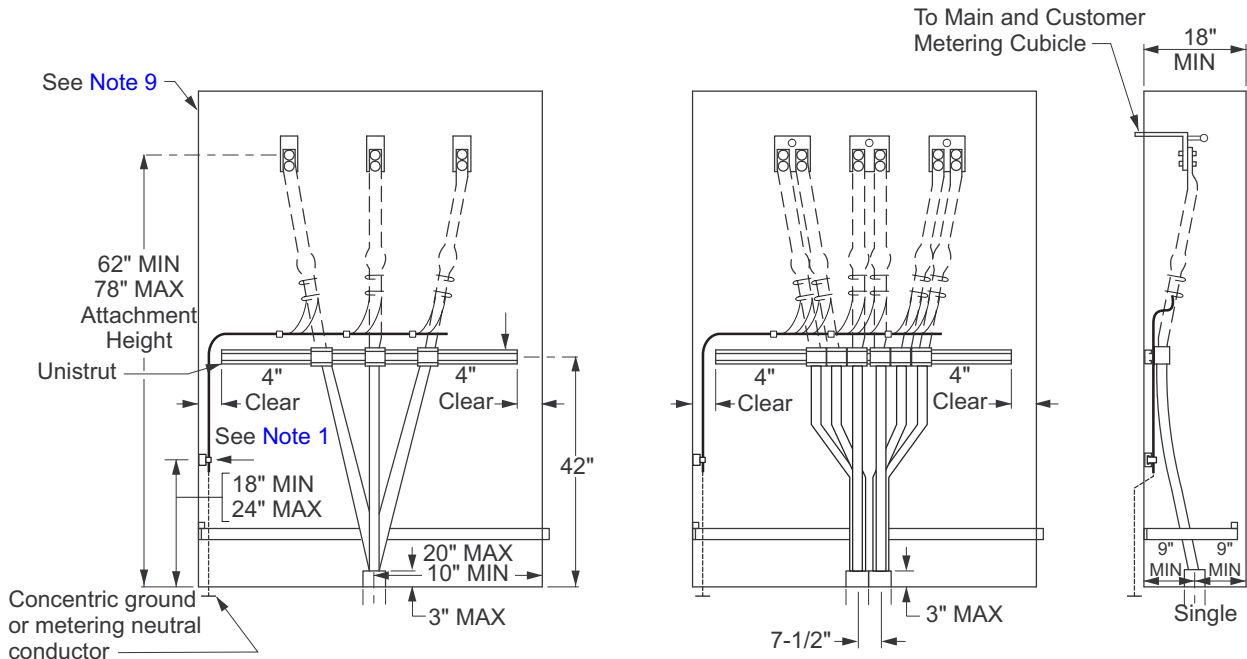
<sup>a/</sup> Unless otherwise indicated, tolerance = plus or minus 1/16 inch.

**Figure 7-6: Underground Service-Termination Pull Section —  
 2400 V through 16500 V, 3- and 4-Wire**

**EUSERC No. 418**



Minimum Bare Bus Clearances 5 kV Class, 3-1/2" Ø-to-Grd, 5" phase-to-phase  
 17 kV Class, 6" Ø-to-Grd, 7-1/2" phase-to-phase



**Note(s):**

1. Provide an insulated terminal for service-cable concentric wires and/or service-neutral terminations. The connector shall accept a range of wire sizes from #2 through #4/0 AWG. A separate neutral conductor for 4-wire metering is to extend to the metering voltage-transformer compartment (see Subsection 20.1).
2. Service cable will be furnished and installed by the Company in accordance with the Company's rules and requirements for supply of underground service.
3. Accommodation will be required for one set of service cables for each 400 A or fraction thereof of service ampacity up to 800 A. Consult the Company for service termination requirements when the service ampacity exceeds 800 A. See ESR-6 for single position cable terminations drilling.

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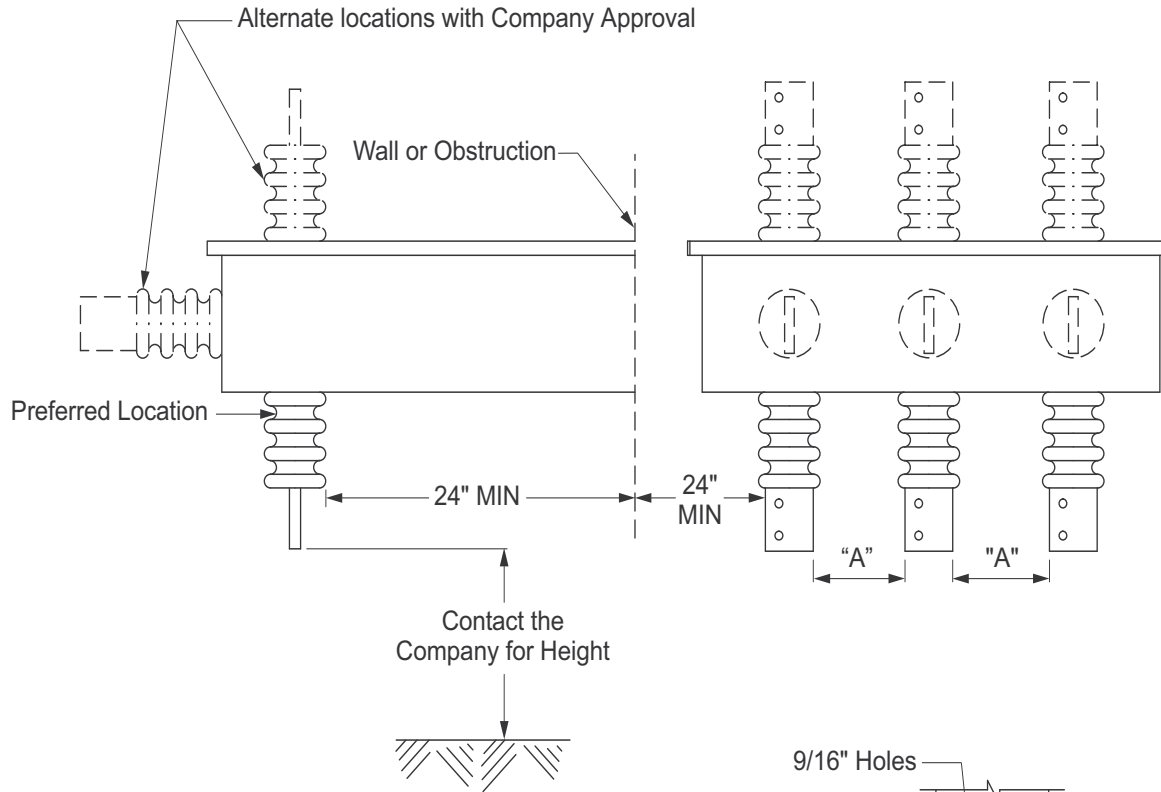


4. The Company will designate the number, location, and size of service conduits, type of pull section and number of terminations required.
5. The pull section may be in any suitable location on the switchboard, provided its hinged access panels face a clear accessible working space extending at least five feet in front of the section and is at least three-feet wide.
6. Furnish and install one piece of Unistrut P-1000 (or equivalent) channel as shown.
7. BIL for pull section shall not be less than that for the customer's associated switchgear.
8. No connections or customer equipment (except heating elements) are permitted in the underground termination pull section.
9. A single full length and width access door with three-point latch and padlock provisions is required. The door must open a minimum of 90 degrees and be latchable, to hold the door open. The access door shall maintain a 6-inch minimum clearance measured from bus to inside of access door.
10. Non-access sides of pull section shall maintain minimum bare bus clearance.
11. Alternate multiple-cable pad is acceptable with four-inch (minimum) horizontal bolt separation on double cable enclosures.
12. Ball stud, 1/2 inch-13 thread with insulating cover.
13. Ground bus extended to front-left or right. Grounding termination facilities shall be aluminum-bodies mechanical lugs with a range of #6-250 kcmil.

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**Figure 7-7: Busway Service Head — 601 V Through 34500 V, 3- Phase, 3- or 4-Wire**

**EUSERC No. 412**



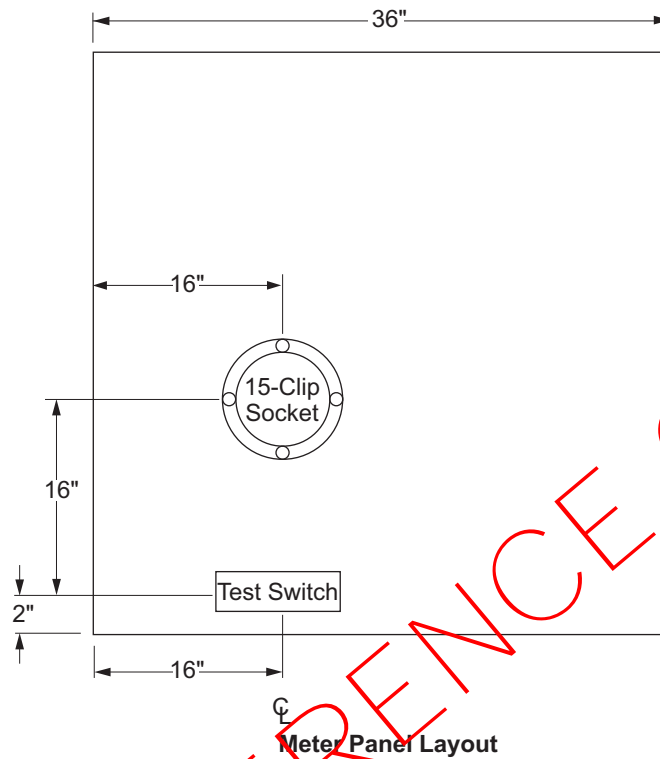
**Table 7-3: High-Voltage Busway Service Head Dimensions**

kV	DIM A (in)
5	7
7.9	10
12	12
16	12
34.5	24

**Note(s):**

1. Number of lug positions to be specified by the Company.
2. Bushings to be spaced as shown in table above.
3. All bushings shall meet NEMA standards for creep distance, except 17 kV which shall have 15-inch minimum creep distance.

**Figure 7–8: High-Voltage Meter Panel Detail — kWh/kVARh Meter**



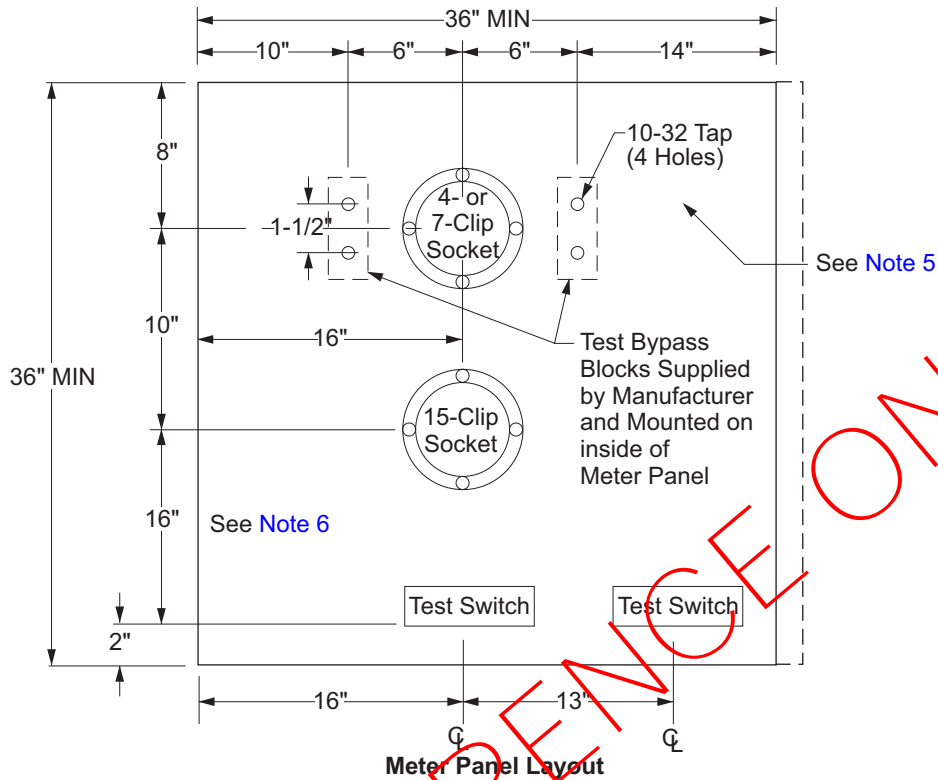
**Note(s):**

1. Provide ring-type meter sockets with clips as indicated. Screws used to mount cast meter sockets to hinged panels shall provide a 1/8-inch (minimum) clearance between the screw head and the back of the meter socket ring.
2. Meter panel door handle to be provided opposite hinged panel side.
3. For test switch layout, see Details "A" and "B," [Figure 7–11](#).

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**Figure 7-9: High-Voltage Meter Panel Detail — kWh/kVARh Meter and Control Power Meter**



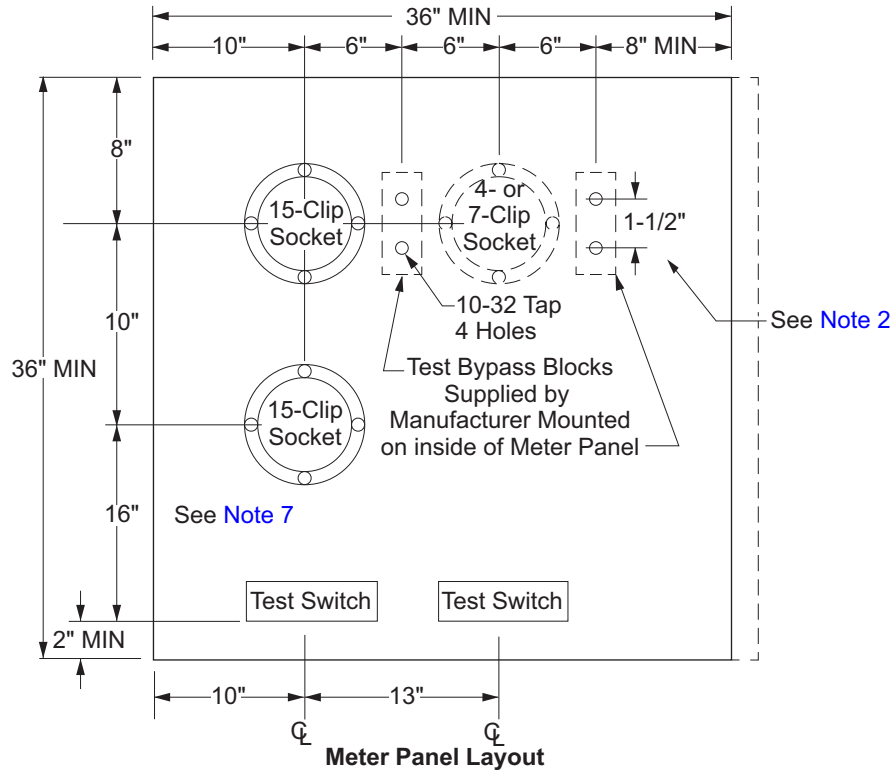
**Note(s):**

1. Provide ring-type meter sockets with clips as indicated. Screws used to mount cast meter sockets to hinged panels shall provide a 1/8-inch (minimum) clearance between the screw head and the back of the meter socket ring.
2. Control power secondary conductors provided for metering shall be terminated by manufacturer at test bypass blocks and 4- and 7-clip meter socket; wired line-load sequence.
3. Meter panel door handle to be provided opposite hinged panel side.
4. See [Figure 7-12](#).
5. The panel may be extended on the hinged side when used with weatherproof (NEMA-3R) enclosures, and three meter panel door hinges are provided.
6. See [Figure 7-11](#), details "A" and "B."

FOR REVIEW ONLY

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**Figure 7–10: High-Voltage Meter Panel Detail — Dual Meter Socket and Control Power Meter Socket**

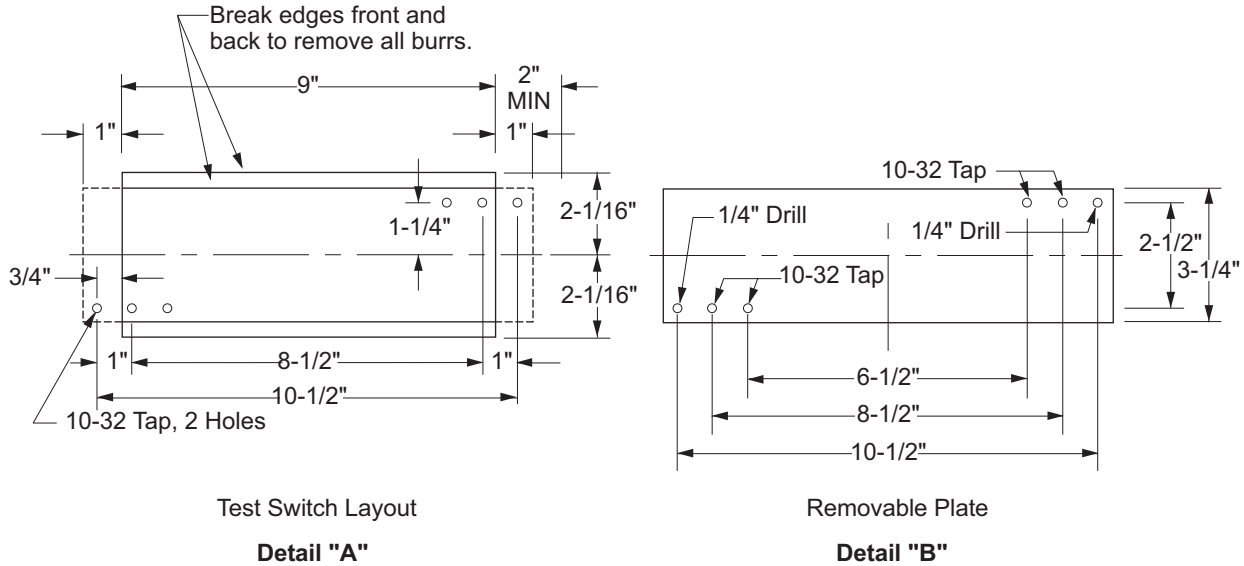


**Note(s):**

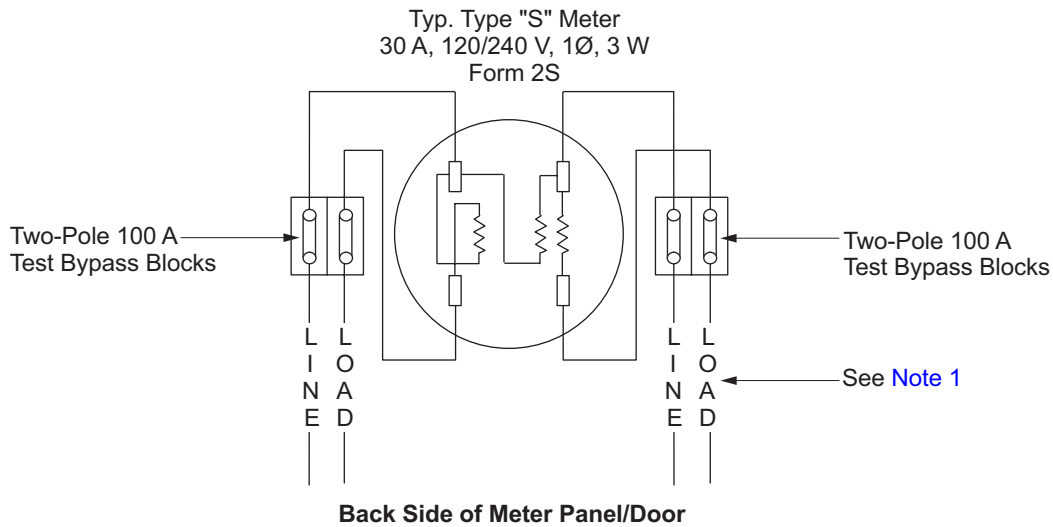
1. Provide ring-type meter sockets with clips as indicated. Screws used to mount cast meter sockets to hinged panels shall provide a 1/8-inch (minimum) clearance between the screw head and the back of the meter socket ring. The two 15-clip meter sockets shall be opposite the hinged door side.
2. Panel may be extended on hinged side when used with weatherproof (NEMA-3R) enclosures, and three meter panel door hinges are provided.
3. Control power secondary conductors provided for metering shall be terminated by the manufacturer at test bypass blocks and 4- or 7-clip meter socket; wired line-load sequence.
4. Conductors between test bypass blocks and control power source shall be identified by phase and line or load.
5. Meter panel door handle to be provided opposite hinged-panel side.
6. See [Figure 7–12](#).
7. See [Figure 7–11](#), Details "A" and "B."

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**Figure 7-11: Test-Switch Layout and Removable Plate Details**



**Figure 7-12: Control-Power Meter Socket — Test-Block Wiring Diagram**

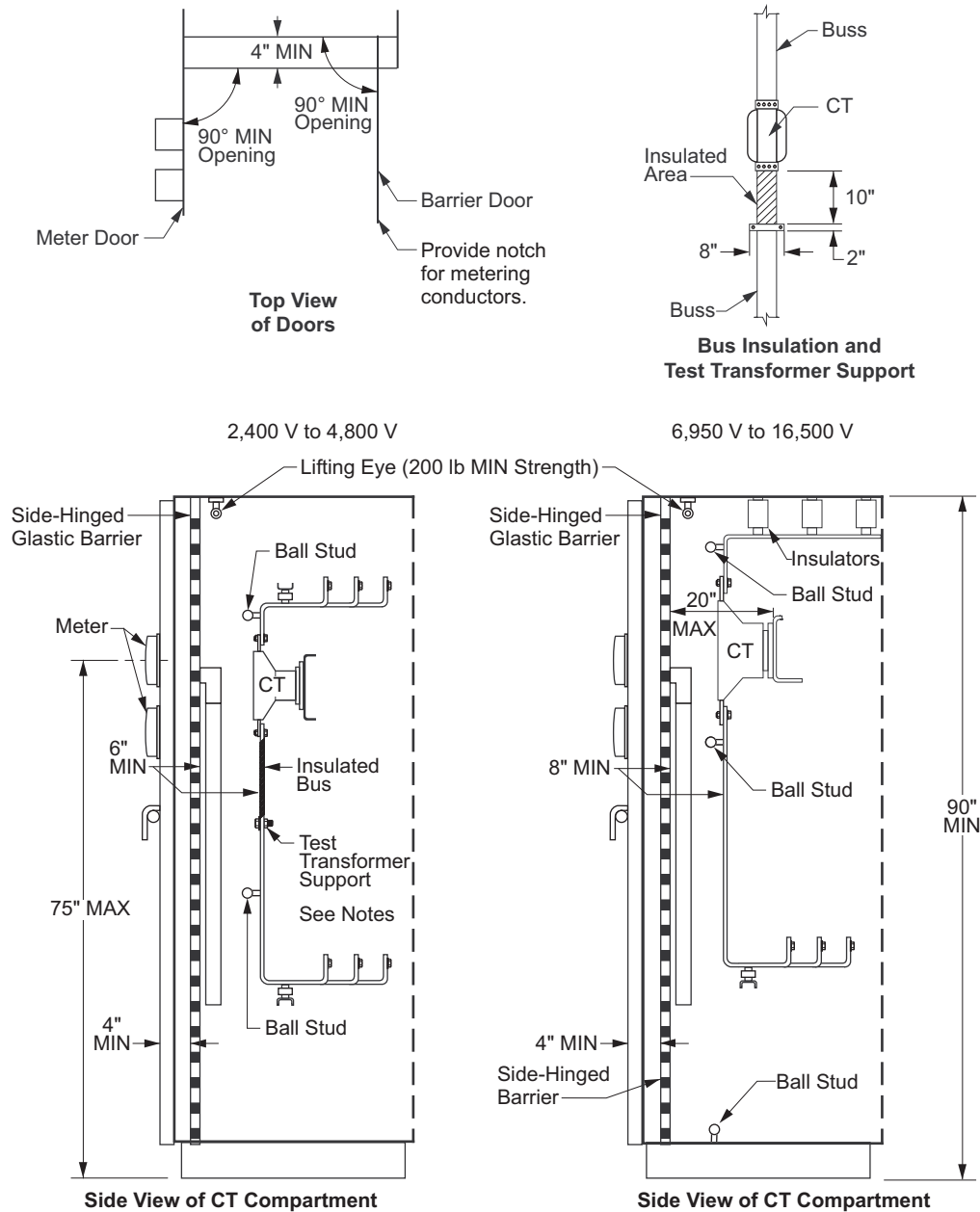


**Note(s):**

1. Labels are to be provided by the manufacturer identifying LINE and LOAD. Labels shall be under each test block and placed on the back side of the meter panel/door.

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**Figure 7-13: High-Voltage Switchboards' Barrier for Metering Located in Front of CT Area**



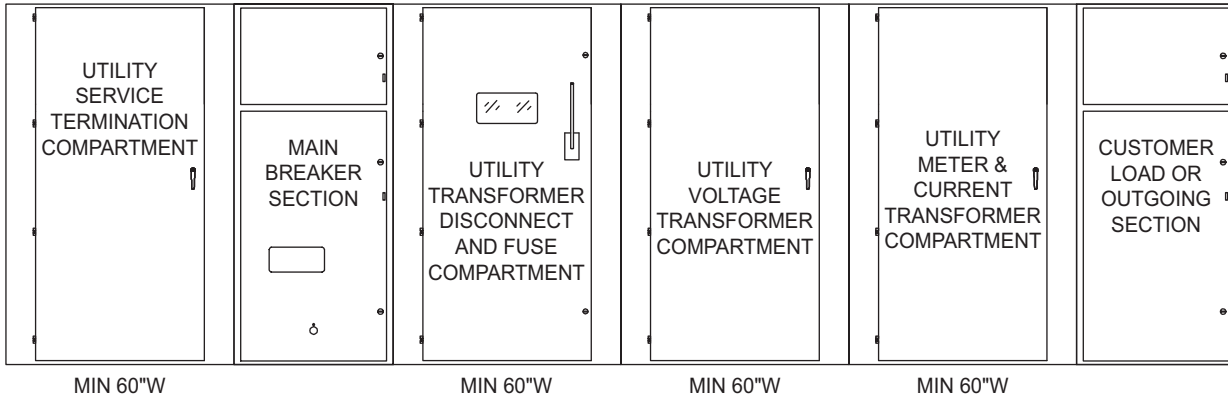
**Note(s):**

1. Bus insulation and test-transformer phenolic supports are required on switchboards 2400 V to 4160 V.
2. Round bus corner under tapped insulated area to prevent damage to tape.
3. Equivalent insulated bus may be used in lieu of taping.
4. A 1/2" x 2" x 8" phenolic test-transformer support is required on front and rear of each phase bus.
5. A 2-1/2" x 2-1/2" notch is required on the barrier door to allow metering conductors from the VT and CT areas to access meter sockets. Locate the notch on the barrier door at the hinged side of meter door, when barrier door is closed.
6. A continuous bar of equivalent insulating material and size may be installed across the compartment in lieu of individual supports.
7. Side-hinged glastic barrier shall be hinged opposite side of hinged meter door.
8. Voltage transformer conduit shall be located on hinged meter door side.
9. Provide opening slot on barrier to allow conductors to pass from voltage transformer conduit to meter door.
10. Opening handle shall be provided on barrier door.

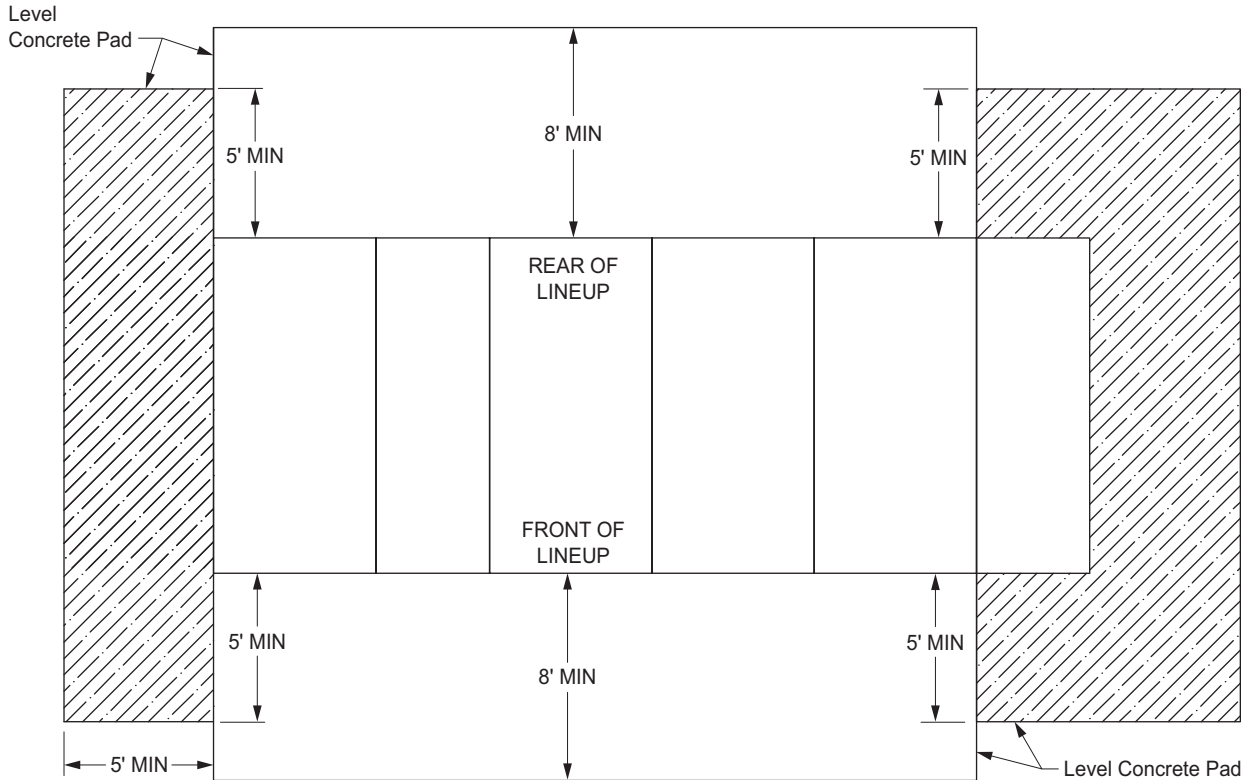
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**Figure 7-14: Metering Enclosure, 38 kV Class, 3-Phase, 3-Wire, Application and General Enclosure Requirements**

**FRONT ELEVATION**




**BASE PLAN VIEW**



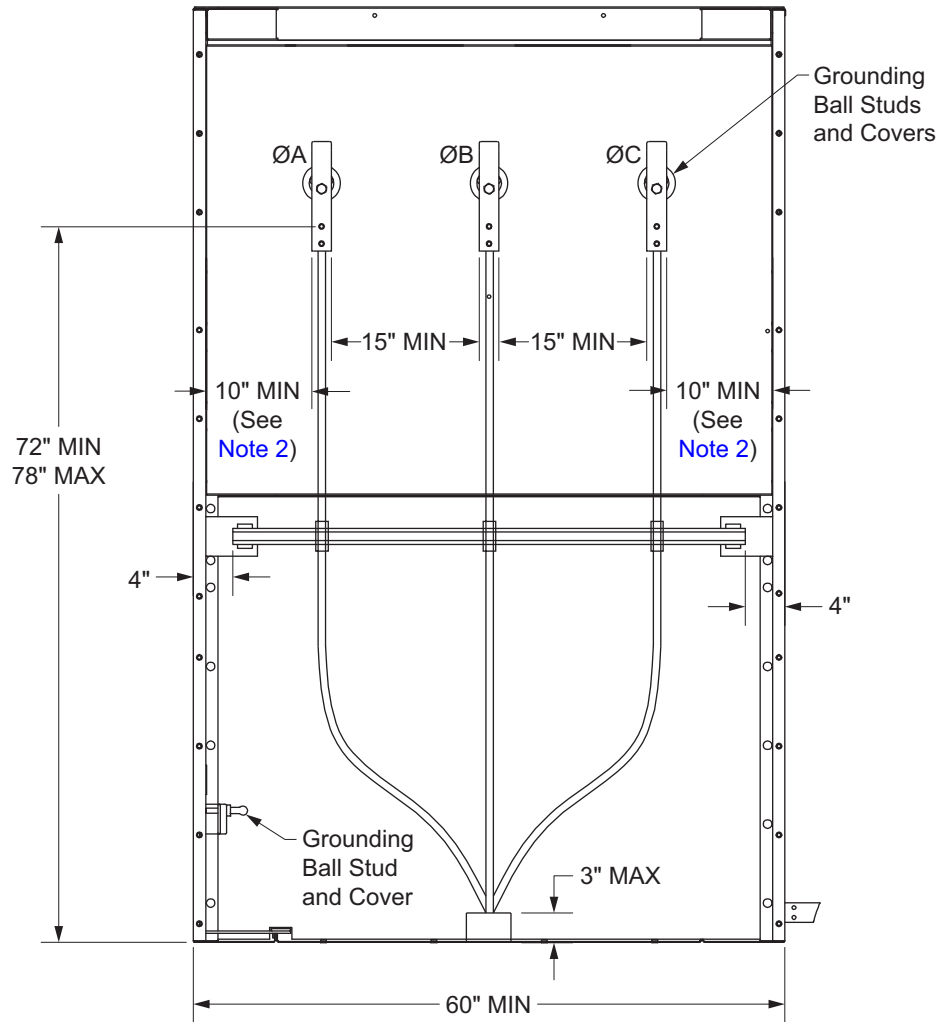
**Note(s):**

1. The metering enclosure is shown as a weatherproof (NEMA 3R) enclosure with hinged exterior doors and is intended for outdoor applications only. Overhead service arrangement is also available for 38 kV class.
2. Bus spacing in the enclosure compartments are to comply with ANSI/IEEE C37.20.2 and be listed and labeled by a United States Nationally Recognized Testing Laboratory.
3. The Basic Impulse Level (B.I.L.) for the meter enclosure shall not be less than 150 kV.
4. Provide 8 feet minimum front and rear access to utility sealed doors and covers and 5 feet minimum access aisle space around both ends of the lineup.

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**Figure 7-15: 38 kV Class, 3-Phase, 3-Wire, Utility Service Underground Termination Enclosure**



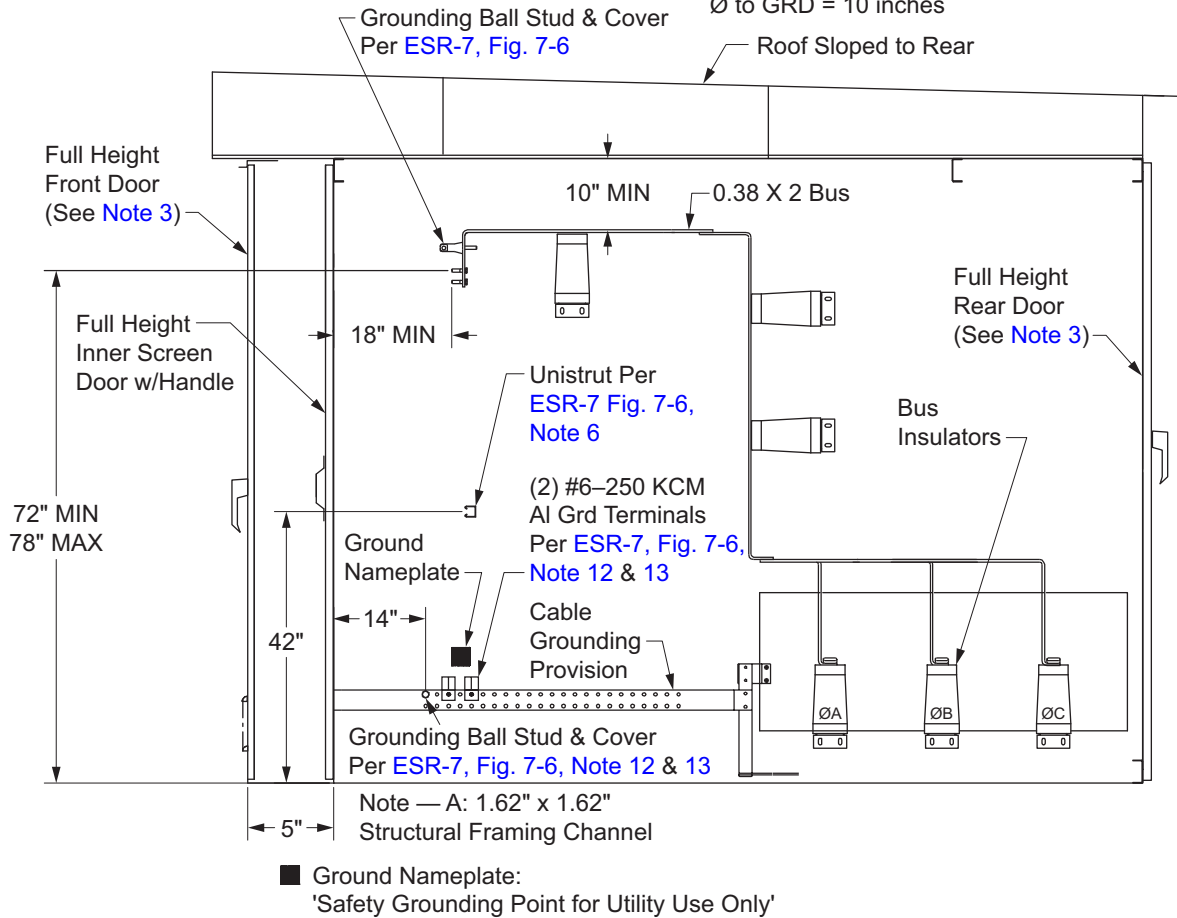
**Figure 7-15.1: Front Interior View**

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**Figure 7-15: 38 kV Class, 3-Phase, 3-Wire, Utility Service Underground Termination Enclosure (Continued)**

34.5 kV Utility Source Termination Cold Sequence  
 Metered Switchgear Outdoor Non-Walk In


Minimum Bus Clearances  
 Ø to Ø = 15 inches  
 Ø to GRD = 10 inches



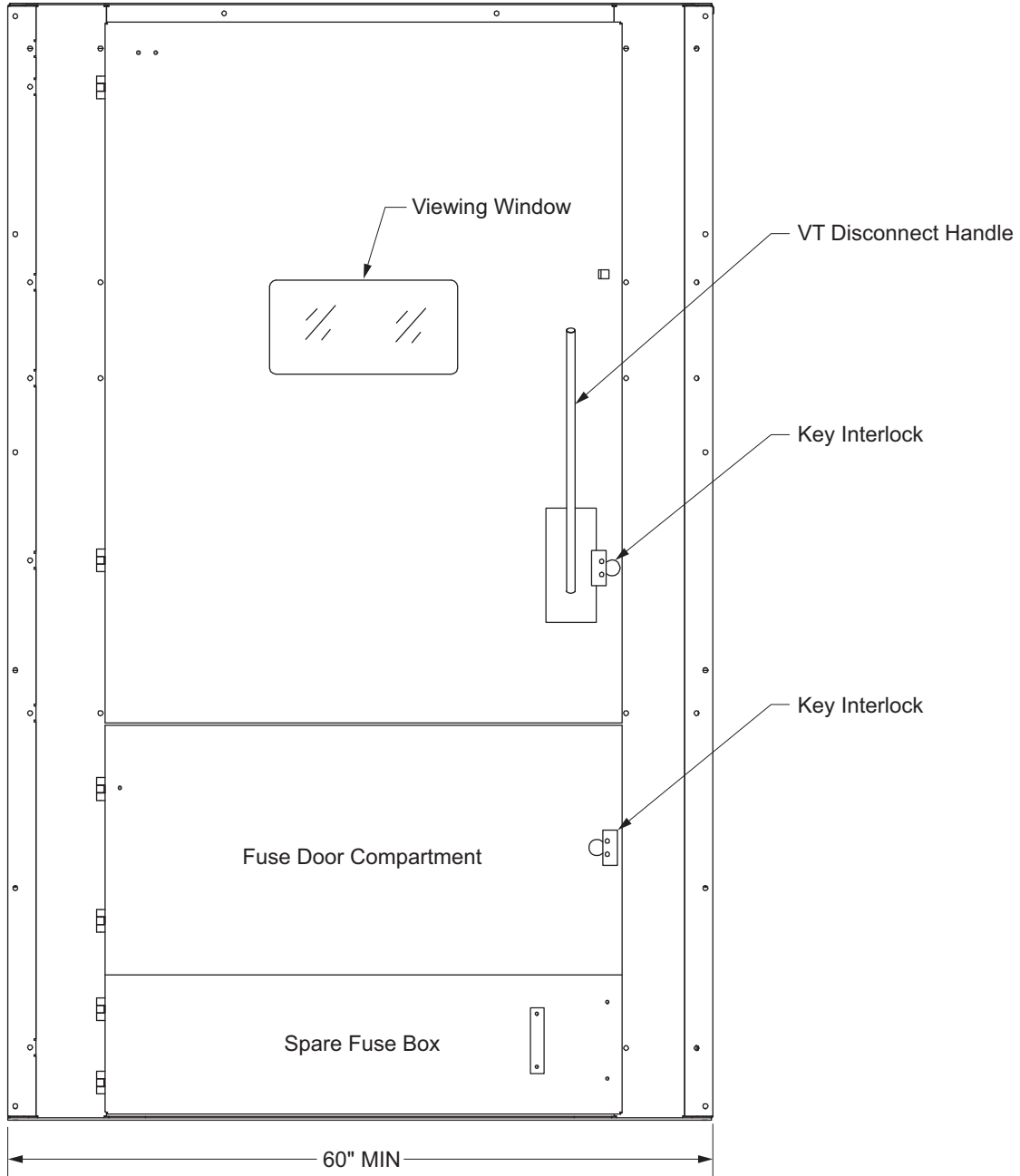
**Figure 7-15.2: Right Side Sectional View**

**Note(s):**

1. Cable terminating facilities shall be provided for the SCE's service supply conductors as follows: One landing position shall be provided for each phase bus and shall consist of two 1/2-inch diameter steel bolts extending from 1-1/4-inches to 1-1/2-inches from the mounting surface and spaced on 1-3/4-inch vertical centers.
2. Dimension from Phase Bus to Surface of Return Flange on Interior of Enclosure.
3. Both front and rear doors are full height with 3 point latch per ESR-7, Section 12.0 and padlockable with sealable studs per ESR-7, Section 17.0 with 90 degree door stop per ESR-7, Section 13.0 ground braids per ESR-7, Section 9.0.

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**Figure 7-16: 38 kV Class, 3-Phase, 3-Wire, Voltage Transformer Disconnect and Fuse Compartments**



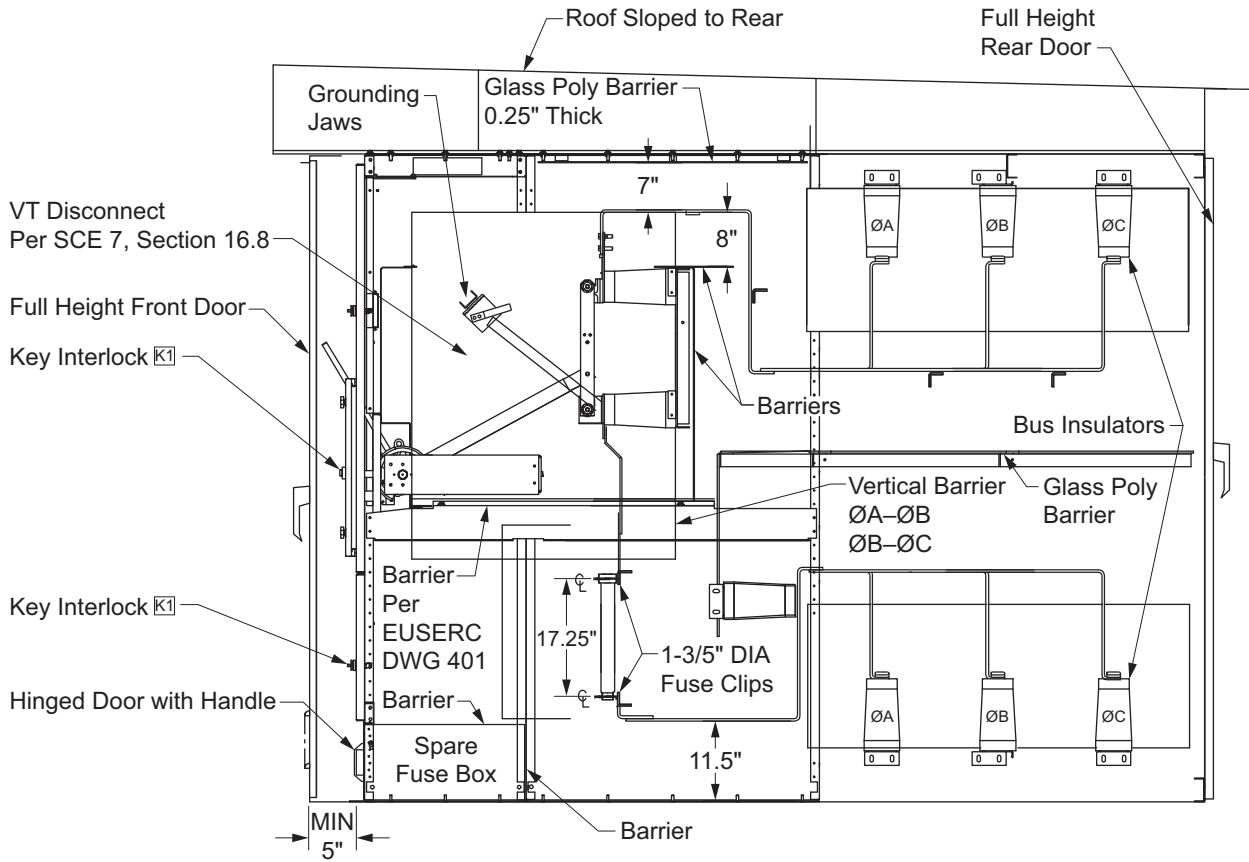
**Figure 7-16.1: Front Interior View**

**Note(s):**

1. Key interlock system consists of 3 locks and single key: VT disconnect, fuse compartment door, and VT compartment door.

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**Figure 7-16: 38 kV Class, 3-Phase, 3-Wire, Voltage Transformer Disconnect and Fuse Compartments (Continued)**



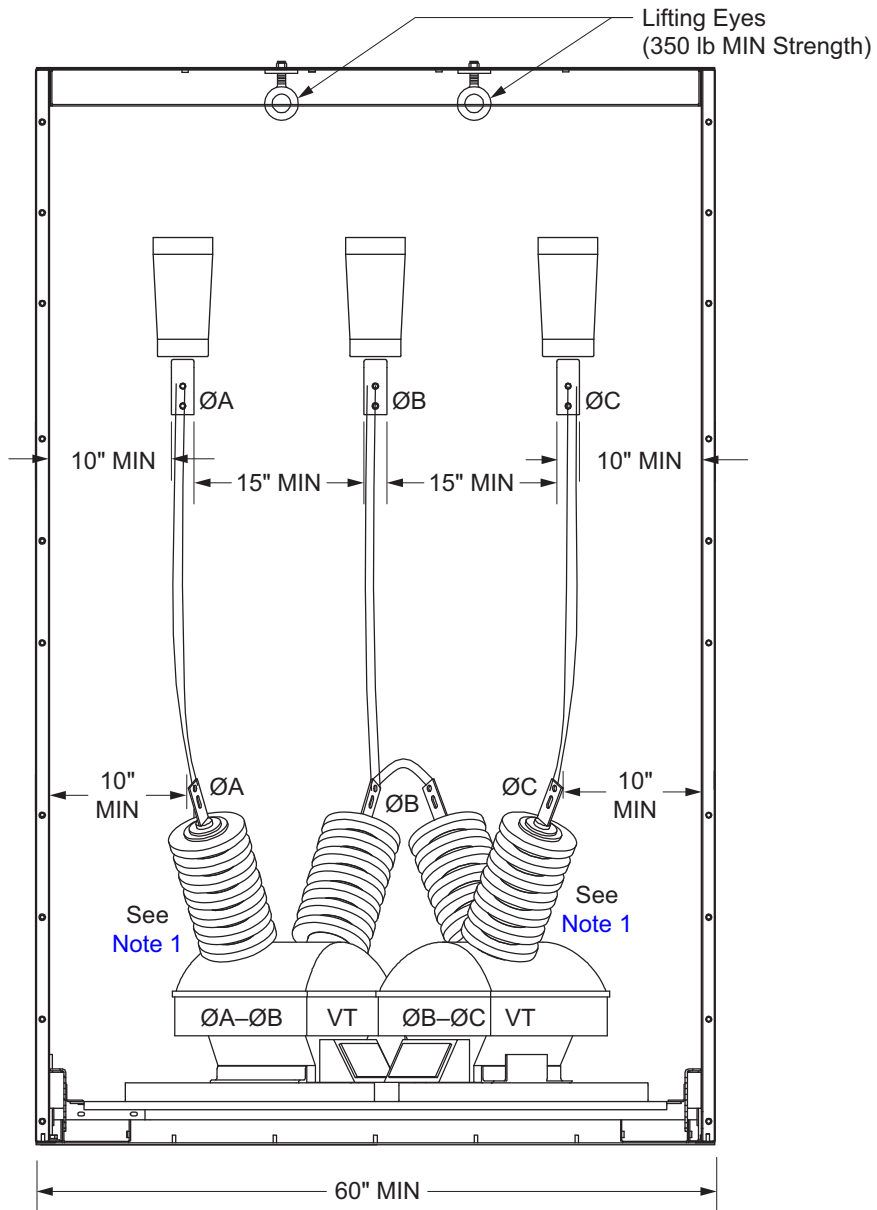
**Figure 7-16.2: Right Side Sectional View**

**Note(s):**

1. Minimum bare bus clearances are 10-inch phase-to-ground and 15-inch phase-to-phase in VT compartment.
2. Fuses are provided by SCE.

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**Figure 7-17: 38 kV Class, 3-Phase, 3-Wire, Voltage Transformer Compartment**



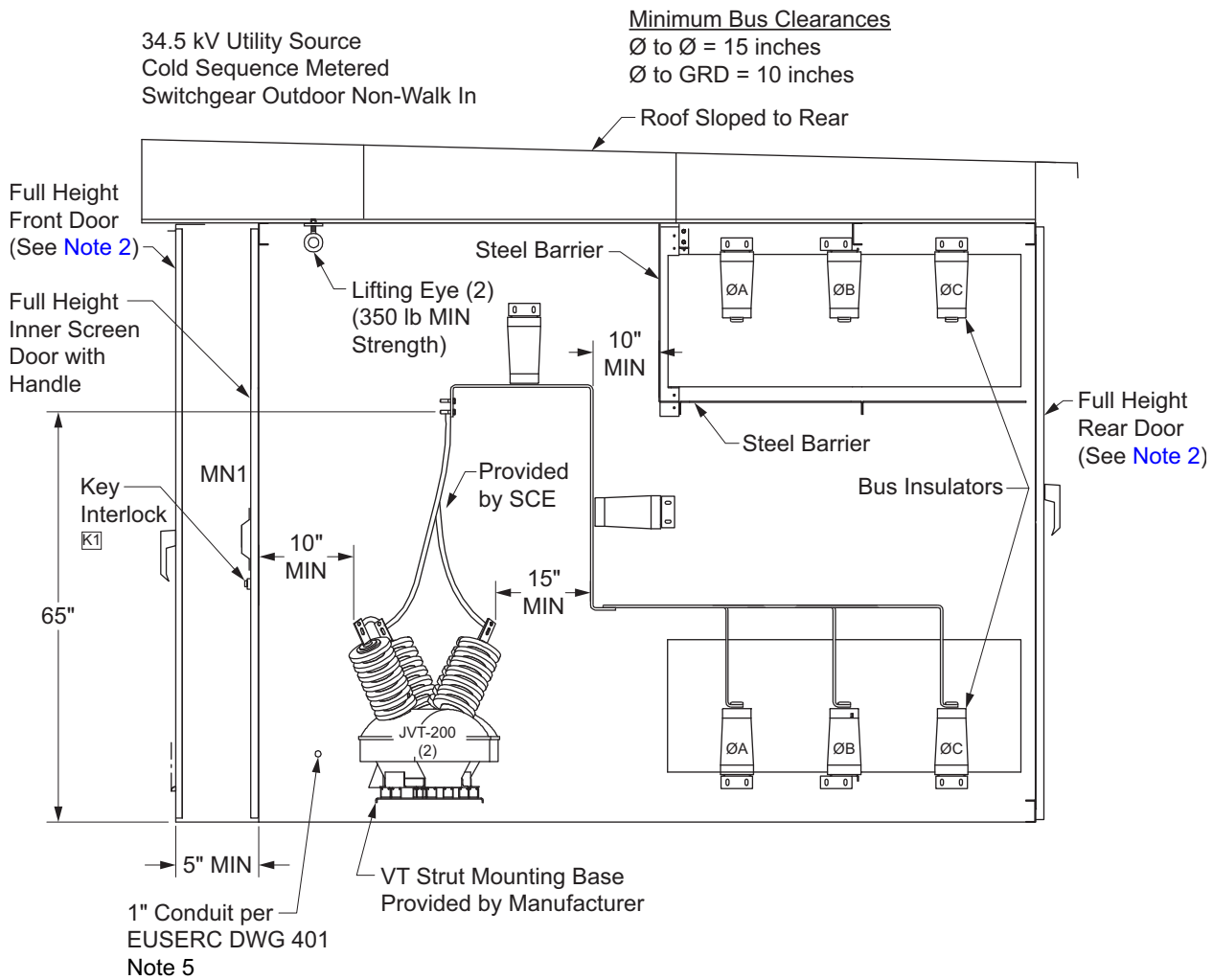
**Figure 7-17.1: Front Interior View**

**Note(s):**

1. Provided and Installed by SCE. Provisions by manufacturer.

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**Figure 7-17: 38 kV Class, 3-Phase, 3-Wire, Voltage Transformer Compartment (Continued)**



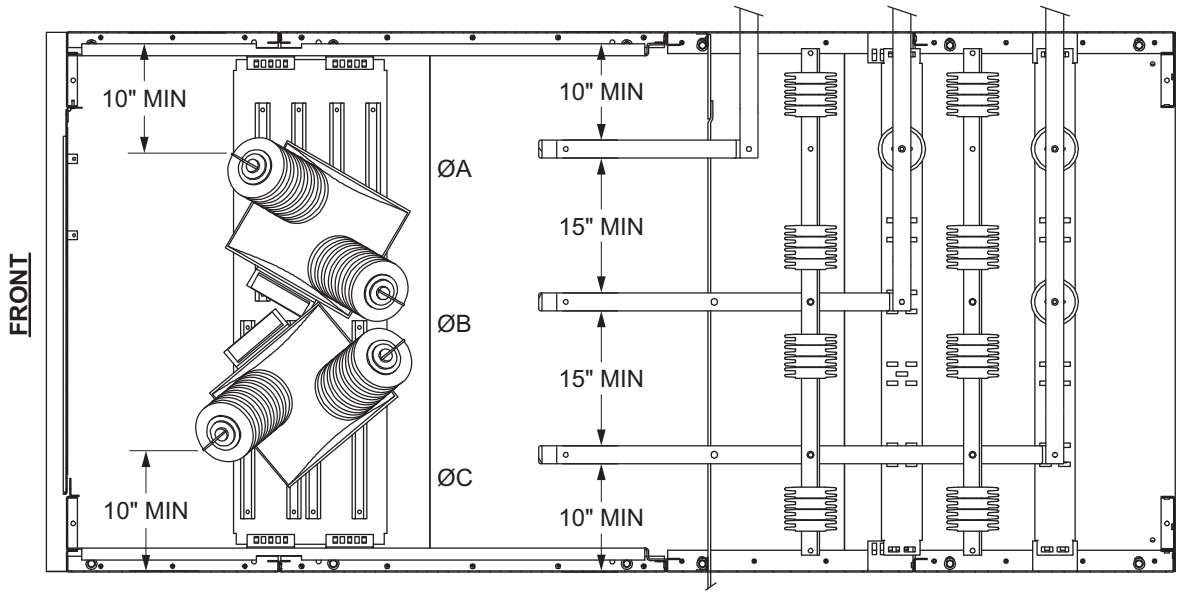
**Figure 7-17.2: Right Side Sectional View**

**Note(s):**

1. Voltage transformers provided by SCE.
2. Both front and rear doors are full height with 3 point latch per ESR-7, Section 12.0 and padlockable with sealable studs per ESR-7, Section 17.0 with 90 degree door stop per ESR-7, Section 13.0 ground braids per ESR-7, Section 9.0.

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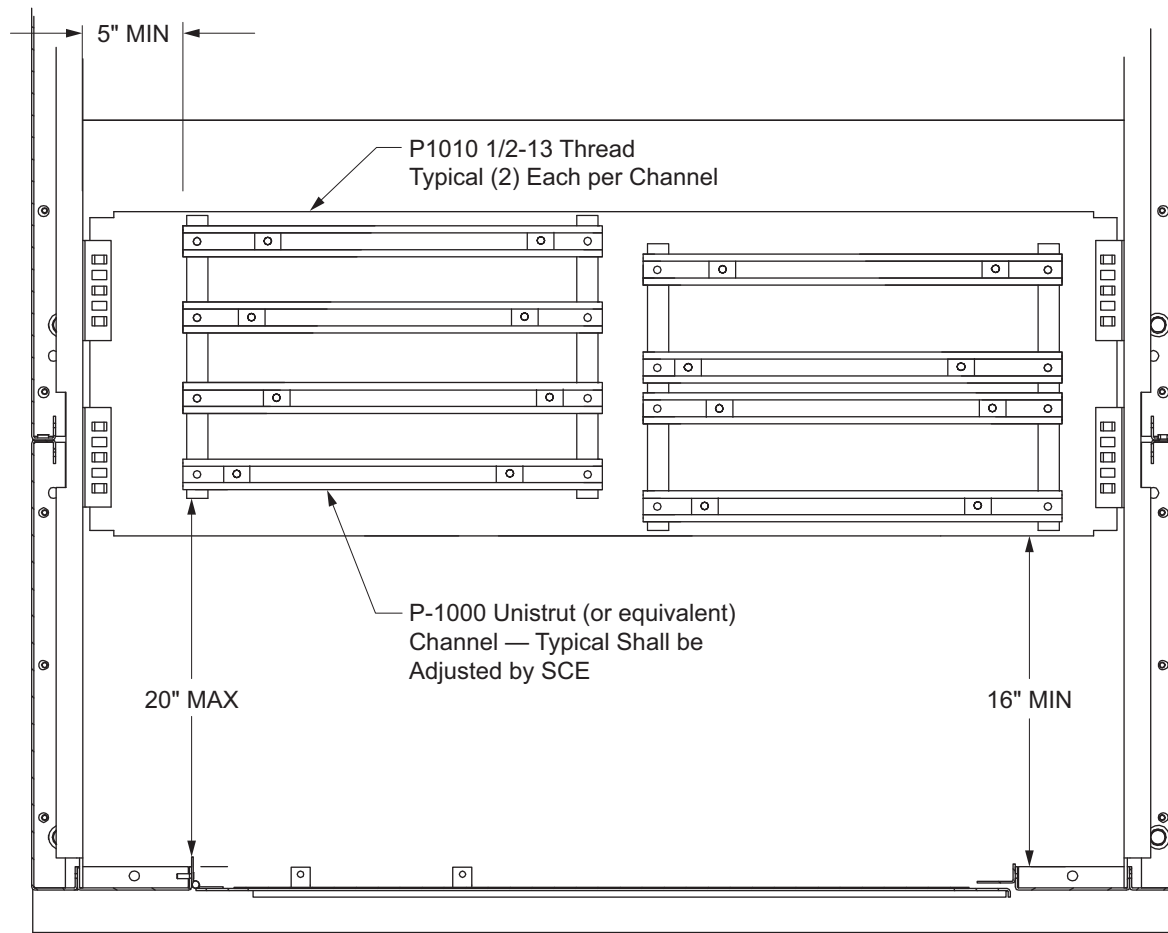
**Figure 7-17: 38 kV Class, 3-Phase, 3-Wire, Voltage Transformer Compartment (Continued)**



**Figure 7-17.3: Top Sectional View**

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**Figure 7-18: Voltage Transformer Strut Mounting Base Detail**



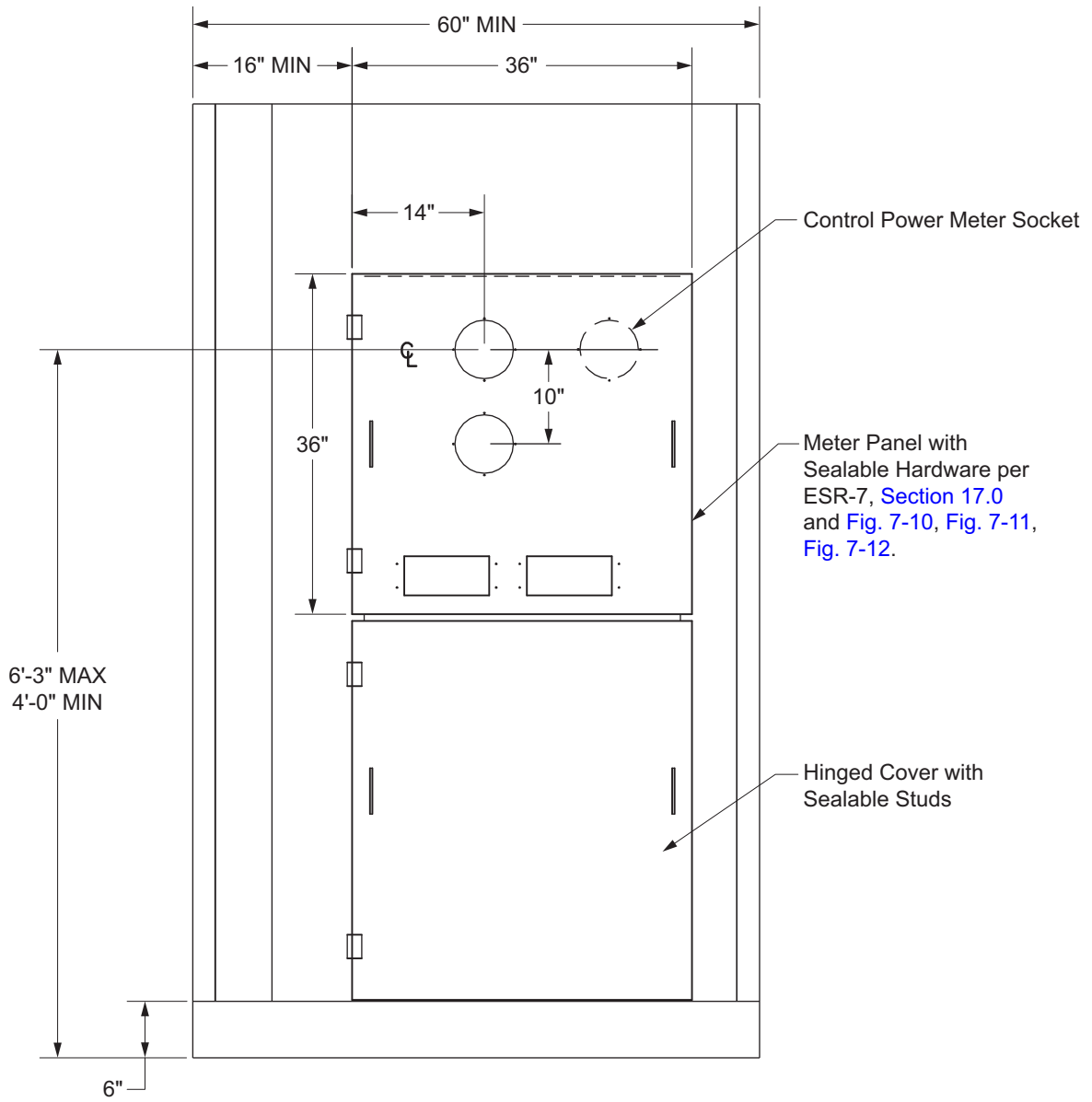
**FRONT**

Top Sectional View

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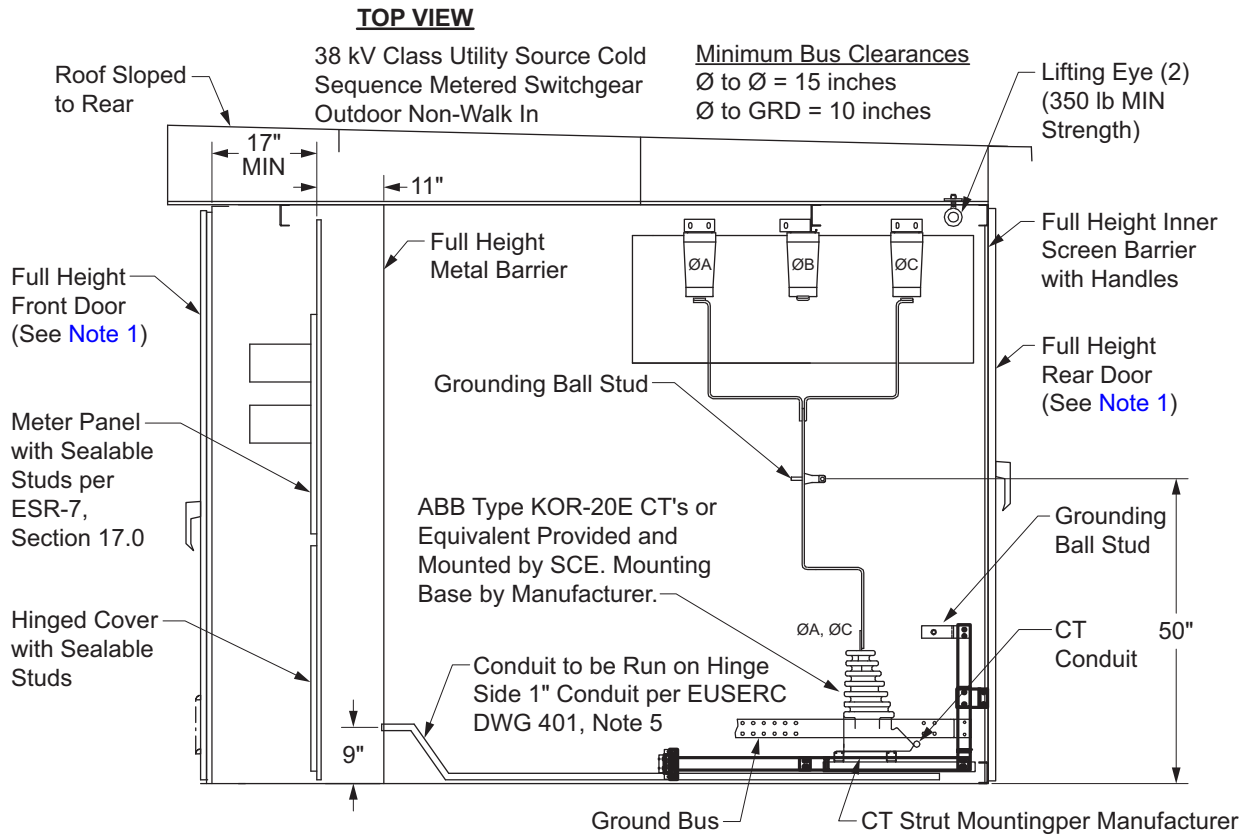
**Figure 7–19: 38 kV Class, 3-Phase, 3-Wire, Current Transformer and Metering Compartments**



**Figure 7–19.1: Front Interior View**

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**Figure 7-19: 38 kV Class, 3-Phase, 3-Wire, Current Transformer and Metering Compartments (Continued)**



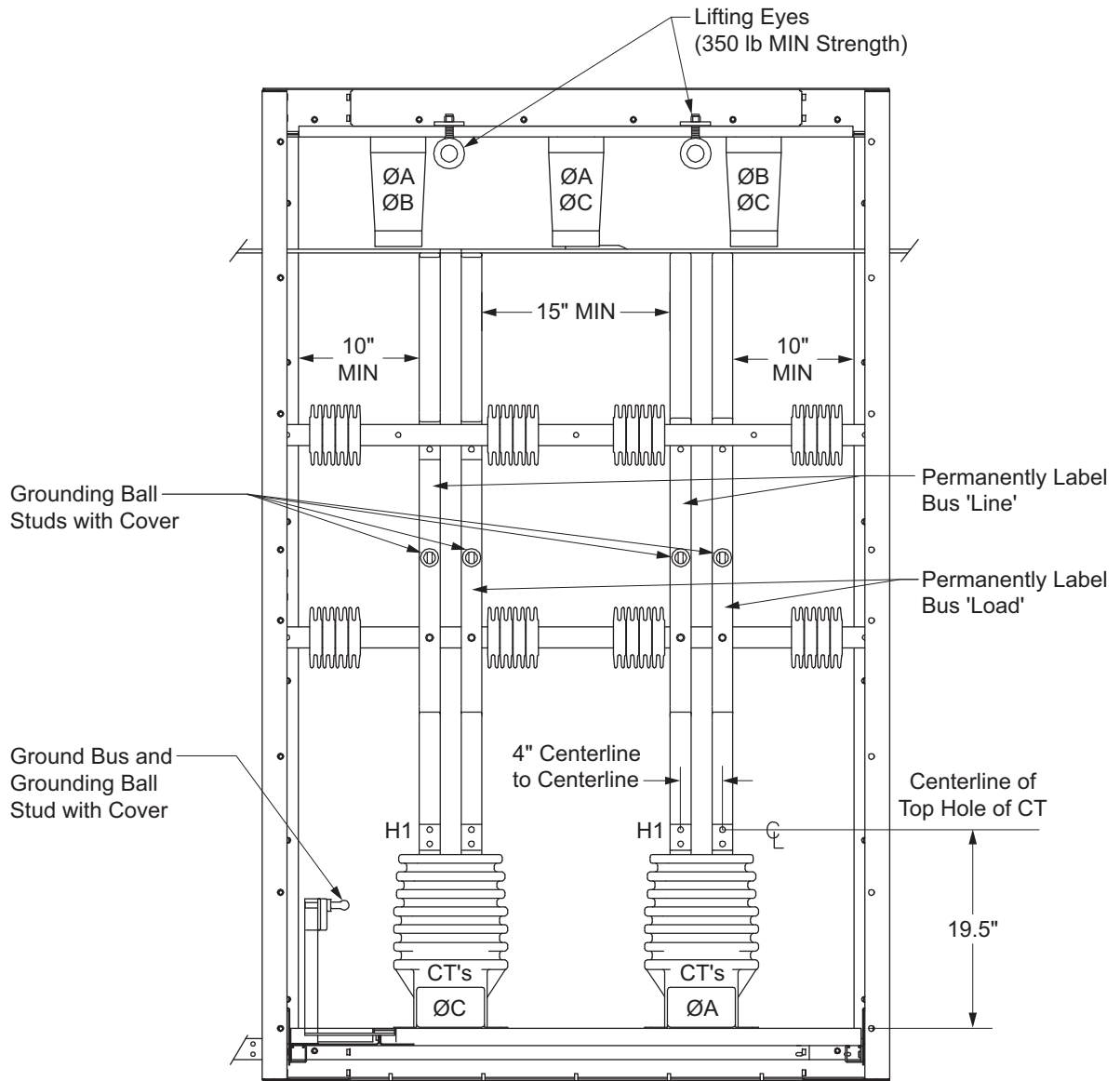
**Figure 7-19.2: Right Side Sectional View**

**Note(s):**

- Both front and rear doors are full height with 3 point latch per ESR-7, Section 12.0 and padlockable with sealable studs per ESR-7, Section 17.0 with 90 degree door stop per ESR-7, Section 13.0 ground braids per ESR-7, Section 9.0.

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**Figure 7-19: 38 kV Class, 3-Phase, 3-Wire, Current Transformer and Metering Compartments (Continued)**



**Figure 7-19.3: Rear Interior View**

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## ESR-8: Glossary

### 1.0 Overview

This section is a compilation of the terms (with definitions) used within Transmission and Distribution (T&D).

### 2.0 Glossary

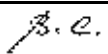
The purpose of this section is to define and clarify the meaning of certain words and phrases concerning the use and installation of metering and service equipment as required in this manual.<sup>1/</sup>

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
<sup>1/</sup> Where reference is made to any of the codes, standards, ordinances, or requirements, it shall refer to the latest revision/edition of same.

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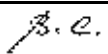
<b>A</b>	
Accessible	A location in which all of the service equipment is installed. This shall encompass the termination section(s), metering appurtenances, and all main disconnect devices. There shall be 24-hour access to this equipment as required by the Company.
Access Opening	The minimum opening of a pull or termination section or enclosure for utility work access. This opening is measured from the edge of flange-to-edge of flange; not from sidewall-to-sidewall.
Adequate Ventilation	Ventilation necessary to allow air flow by convection, sufficient to keep the temperature of all electrical equipment (bus bars, connections, switches, circuit breakers, and so on) within an enclosure at or below the manufacturer's rated temperature rise.
Agent	One who is authorized to act for another under a contract or relation of agency, either for the Company or the customer.
ANSI	American National Standards Institute
Approved	Acceptable and in conformance with the Company's rules, policies, and the governing codes, laws, and ordinances.
AWG	American Wire Gauge
<b>B</b>	
BIL	Basic (Impulse) Insulation Level
Building	A structure that normally stands alone and is used for supporting or sheltering any use or occupancy.
Bondable	Capable of the permanent joining of metallic parts to form an electrically conductive path that will ensure electrical continuity and the capacity to conduct safely any current likely to be imposed.
Breaker	Customer's circuit breaker.
Bus, Live	Bus bars that are normally energized.
Bus, Laminated	More than one bus bar per phase, connected in parallel.
Bus, Removable Link	Used in the current transformer compartment to link the line and load bus together.
Bus Stubs	The part of a bus bar reserved for the termination of conductors.
Busway	A busway is considered to be a grounded metal enclosure containing factory-mounted conductors, bare or insulated, that are usually copper or aluminum bars, rods, or tubes.
<b>C</b>	
CAL-OSHA	California Occupational Safety and Health Act
Captive Screws	Screws used to attach removable panel covers on switchboards or enclosures and designed to stay attached to the panel cover when the cover is removed.
Clearance	Approval of the electrical installation by the local inspection authority having jurisdiction.
Clearance, Barrel of Proximity	The clearance described by an imaginary barrel around a termination facility measured from the sides, top, bottom, front, and back of the termination surface to a grounded surface or other termination facility. Includes the studs or bolts when in place.
Clearance, Radial	The clearance required around a termination facility measured from the sides, top, and bottom of the termination surface area.
Cogeneration	A customer-owned generation facility that is intended to operate in parallel with the Company's distribution system for the purpose of selling excess power to the Company.
Commercial Developments	Enterprises engaged in trade or furnishing services such as shopping centers, sales enterprises, business offices, professional offices, educational complexes, governmental complexes, or multifamily residential occupancies served by one meter.
Company	Southern California Edison Company
Conductors, Load Side	See <a href="#">Conductors, Metered</a> .

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Conductors, Line Side	See <a href="#">Conductors, Unmetered</a> .
Conductors, Metered	Conductors transmitting electrical energy that has been previously recorded by the Company's billing metering.
Conductors, Unmetered	Conductors transmitting electrical energy that has not been recorded by the Company's billing metering.
Connector, Pressure	A device that establishes a connection between one or more conductors and a terminal by means of mechanical pressure.
Current-Transformer Compartment	See <a href="#">Transformer Compartment</a> .
Customer	Any person, persons, corporation, and so forth, or their designated representative, for whom the electrical service and meter installation is provided.
<b>E</b>	
Enclosure	Box-like structure designed to enclose and protect Company service conductors or equipment.
EUSERC	Electric Utility Service Equipment Requirements Committee
EUSE	Electric Utility Service Equipment
EUSER	Electric Utility Service Equipment Requirements
EUS	Electric Utility Service
EXO	Externally Operated — An EXO Installation is any assembled service-wiring installation that does not employ a manufactured switchboard.
<b>F</b>	
Filler Panel	The panel used on a switchboard, in conjunction with a meter panel, to affect a cover over an extra-wide instrument-transformer compartment.
Final Grade	The grade after paving or improvements have been completed.
First Floor	As defined for the purposes of this manual, "first floor" is the floor that is closest to the elevation of ground level and above ground level.
<b>H</b>	
Handles, Lifting	Handles attached to meter and service-equipment panels to aid in the panel removal/replacement, and open/close operation. They are to be designed to provide full-hand grasp, secure attachment, and ability to withstand the stress of a 75-pound load.
High-Rise, Multiple-Occupancy, Residential Building	A multiple-occupancy, residential building with seven floors or more above ground level. The Company may, at its option, establish more than one meter room location for groups of individual metering facilities.
Housekeeping Pad	A concrete slab used to elevate the service equipment above the ground level.
<b>I</b>	
IAEI	International Association of Electrical Inspectors
IEEE	Institute of Electrical and Electronic Engineers
Industrial Developments	Enterprises engaged in a process that creates a product or changes material into form or products.
Inspection Authority	These authorities include City, County, State, and Federal Agencies authorized to make electrical inspections; and appropriate sections of School, Port, Water, and Transit Districts, and other entities with legal jurisdiction over wiring on their premises. These agencies are responsible for making inspections of the customer's electrical wiring system and notifying the Company if such system meets all applicable codes/ordinances and is ready for service.


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Instrument-Transformer Compartment	See <a href="#">Transformer Compartment</a> .
Insulating Barrier	A barrier of non-conductive material within an enclosure, compartment, switchboard, and so forth, that effectively prevents electricity from accidentally contacting a neutral, ground, or phase-to-phase in an uncontrolled manner.
<b>L</b>	
Landing Lugs	See <a href="#">Lugs</a> .
Line Wires	See <a href="#">Conductors, Unmetered</a> .
Lugs	Used to terminate cable conductors on termination facilities.
Lug, Range-Taking	Lug designed to accept more than one size cable within a specified range.
Lug Landing	See <a href="#">Bus Stubs</a> .
<b>M</b>	
Meter	The equipment required, including mounting facilities, instrument transformers, protective devices, and meters to measure the electric consumption and/or demand requirements of the customer.
Metered Circuits	Those conductors extending from the meter and other service equipment to the loads or outlets connected to such circuits. Metered circuits are not permitted to serve one premise from another.
Meter Closet	A small room enclosed with full-length door or doors that extend from ground level to the ceiling of the enclosure. A meter closet is not a walk-in type enclosure. Sufficient clearance and depth shall be provided to allow for proper clearance for the meter. All meter closets, regardless of voltage, phase, or residential or commercial application, must allow 11 inches minimum clearance measured from the face of the meter panel to the inside of the closet door. The maximum clearance shall be 12 inches.
Meter Height	Meter height is the distance measured from the center axis of the installed meter and the standing and working surface.
Meter Panel	Panel used exclusively for mounting meter sockets and associated equipment.
Meter Pedestal	Free-standing meter enclosure, typically used for residential or commercial applications. Installed by bolting to a concrete slab.
Meter Post	Free-standing meter enclosure, typically used for residential mobile home service and installed by burying in the earth.
Meter Room	A meter room is an illuminated room located inside a building provided by the customer and approved by the Company for the location of the metering and service equipment.
Meter Sequence	The sequential relation between the service switch and the Company's meter in a series arrangement. The term New Sequence means a meter-switch-fuse sequence. Old Sequence means a switch-fuse-meter sequence.
Meter Socket	Socket designed to receive socket-type meter and sealing/lock ring.
Meter Socket, Ringless	Socket designed to receive socket-type meter without provisions for a sealing ring. <sup>a/</sup>
Meter, Socket Type	Designed for use with self-contained or instrument-transformer type meters to be inserted into a compatible socket.
Meter Test Switch	See <a href="#">Test Switch</a> .
Multiple Metering	Prefabricated service equipment consisting of a service termination section and two or more meter sockets.
<b>N</b>	
NEC	National Electrical Code (NFPA No. 70)
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association

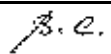
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NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NGO	Net Generation Output
Non-Tracking	Insulating material with dielectric characteristics sufficient to resist carbonizing or deterioration when subjected to rated voltage and design conditions.
<b>O</b>	
OSHA	Occupational Safety and Health Act
<b>P</b>	
Panel, Removable	All removable access panels shall be limited to - square feet. All panels shall be provided with a lifting handle. Those panels in excess of 16 inches shall be provided with two lifting handles.
PCC	See <a href="#">Point of Common Coupling</a>
Perimeter Wall	A structure designed to restrict the uncontrolled transport of soil or other undesirable materials into the working areas around pad-mounted equipment, BURD enclosures, vaults and manholes. It differs from a retaining wall in that a perimeter wall is limited in height and does not resist any significant lateral soil/other pressures.
Point of Attachment	The point where the Company's service drop is attached to a building or structure.
Point of Common Coupling	Metering equipment that measures energy delivered through SCE's distribution system.
Point of Delivery	The point where the Company's facilities are connected to the premises wiring of the customer.
Premises Identification	Approved numbers or addresses to be placed for all new buildings or structures in such a position as to be plainly visible and legible from the street or road fronting the property.
Public Way	A street, road, alley, walkway, or similar dedicated thoroughfare.
Pull Box	An enclosure for joining conductors and the necessary facilities for pulling conductors into place. Included in this classification are concrete subway-type pull boxes, manholes, and wall-mounted pull boxes, all of which are used as terminating enclosures.
Pull Can	A wall-mounted enclosure used for pulling, routing, or connecting the Company's service conductors to the customer's service equipment.
Pull Section	A section generally attached to the customer's switchboard where the Company's service conductors are terminated.
<b>R</b>	
Raceway	An enclosed channel designed expressly for holding wires, cables, or bus bars. If designated for line conductors, it must be sealable. The intermixing of line and load conductors in the same raceway is not permitted.
Readily Accessible	Capable of being reached quickly and conveniently 24 hours a day for construction, operation, maintenance, inspection, testing, or reading, without requiring those seeking access to climb over or remove obstacles; or to obtain keys, special permission, or security clearances.
Recognized Testing Laboratory	An electrical component testing laboratory, nationally recognized: Examples: UL, ETL, CSA, and so forth.
Return Flange	A flange inside and around an opening. Typically used in or around pull boxes or pull-section openings. The flange and used for attachment of the cover.
<b>S</b>	
Safety Socket Box	Commercial-rated self-contained meter panels, usually provided with test bypass blocks.
SCE	Southern California Edison, An Edison International Company.

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
Sealable	Normally, the provision for the installation of the Company's sealing devices. Other devices such as padlocks may be specified as sealing apparatus.
Sealing Ring	Device used to hold socket-type meters in place with provisions for installing the Company's sealing device(s).
Sealing Stud Assembly	Combination of sealing stud and sealing wing nut.
Sealing Stud	A 1/4" x 20 (minimum) stud drilled with a 0.0635-inch drill. This stud is used for sealing purposes.
Sealing Wing Nut	A 1/4" x 20 (minimum) wing nut with one wing drilled with a 0.0635-inch drill. This wing nut is used for sealing purposes.
Service	One service drop or one service lateral to a building or structure.
Service Drop	The Company's overhead conductors extending from its pole line to the point of attachment on the building or structure.
Service Entrance Conductors — Overhead	The conductors extending from the service equipment to the point of connection to the Company's service-drop conductors.
Service Entrance Conductors — Underground	All conductors (including bus or cable) installed by the customer beyond and including the point of connection to the Company's service-lateral conductors.
Service Lateral	The underground service conductors installed by the Company from a designated source to the point of connection with the customer's service-entrance conductors.
Service Point	The point of connection between the facilities of the Company and the customer's premises wiring.
Shall, Should, Will, and May	Throughout this manual the words Shall and Will are used to indicate mandatory requirements of the Company or local inspection authority. The terms Should and May are used to indicate recommendations, or that which is advised but not necessarily required.
Stub, Service Termination	See <a href="#">Terminal</a> .
Stud	A threaded machine-type bolt or screw used for attachment of wire or cable connectors.
Stud, Secured in Place	A stud attached so that it will not turn, backout, or loosen in any manner when tightening or loosening terminal nuts, including cross-thread situations.
Switchboard Service Section	That part of the switchboard provided specifically for the termination of the Company's service conductors and instrument transformers, when required. The revenue meters, test facilities, and service switch or breaker may also be located in this area. The instrument-transformer compartment of this section shall be isolated from the customer's switch or breakers. That part reserved for the Company's use shall be sealable.
Switchboard, Specially Engineered	A switchboard design that does not conform to the standard switchboard design and includes one or more of the following: (1) service is rated over 3,000 A or 600 V; (2) where the service breaker ampacity rating exceeds that of the standard service section; (3) where multiple-metering sections are used; (4) where recessed meter panels are used.
Switchboard, Standard	An electrical switchboard of minimum dimensions of height, width, and depth with hinged meter panels and standard size instrument-transformer compartment, when required.
<b>T</b>	
Terminal	A conducting element of an equipment or circuit intended for connection to an external conductor.
Terminating Enclosure	A Company-approved type of enclosure installed at the point-of-service delivery for the load-end termination of the Company's service cables in which they join the customer's service-entrance conductors. Included in this classification are concrete subway-type pull boxes, manholes, wall-mounted pull boxes, and switchboard pull sections.
Terminating Facilities	Bolt-type pads, bus-stubs, or range-taking lugs provided by the customer for the sole purpose of attaching the Company's unmetred service conductors to the customer's service equipment.

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Test Bypass Disconnect Facilities (Test Blocks)	An assembly used in conjunction with a self-contained meter socket. They are designed to allow the Company to de-energize the meter socket without disconnecting service to the customer.
Test Switch	An arrangement of small knife switches connected in the secondary instrument-transformer circuit between the instrument transformers and associated meters and metering devices. The test switch is used by the Company to isolate the metering from the instrument transformers. Also referred to as a meter test switch.
Test Perch	A bracket designed for the mounting of the Company's meter test switch.
Transformer Compartment	A designated area provided within a switchboard for the Company's exclusive use to install its instrument transformers.
Transformer, Instrument (IT)	A transformer that reproduces, in its secondary circuit, a definite and known proportion of the current or voltage of its primary circuit, with the phase relation substantially preserved.
Transformer, Current (CT)	An instrument transformer designed for use in the measurement of electrical current.
Transformer, Voltage (VT)	An instrument transformer designed for use in the measurement of voltage.
<b>U</b>	
UL®	Underwriters Laboratories Inc. <sup>b/</sup>
Utility Meters	Company furnished, installed, owned, and maintained meters used to measure electrical consumption for billing purposes.
Utility's Operating Convenience	This term refers to the utilization, under certain circumstances, of facilities or practices not ordinarily employed, that contribute to the overall efficiency of the Company's operation.
Underground Distribution System	An underground supply system employing underground structures, cables, and other equipment located in a designated area on public ways or utility easements and not including service cables in the customer's service conduit.
Underground Structure	Any conduit, subway-type pull box, manhole, vault, or other underground-type enclosure in which cables, transformers, and similar equipment are installed.
<b>W</b>	
Watt-Hour Meter, Instrument Transformer Rated	An electrical meter used in conjunction with instrument transformers to accurately measure and register all the electrical energy consumed in the circuit in which it is connected. The unit of measurement is the kilowatt hour.
Watt-Hour Meter, Self-contained	An electrical meter that measures and registers all the electrical energy consumed in the circuit in which it is connected and does not require additional instrument transformers. The unit of measurement is the kilowatt hour.
Working Space	The area provided and maintained by the customer, necessary for the Company to install, remove, or maintain its conductors or equipment. This space is required in front of all devices or equipment required in providing service to the customer.

<sup>a/</sup> This type of socket is not acceptable in the SCE service territory.

<sup>b/</sup> The use of the term UL® will be generic throughout this manual and will represent all recognized testing laboratories.

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**ESR-9: Appendix A — EUSERC Drawings, References, and Approvals**

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**Table 9–1: Reference List of SCE-Approved EUSERC Drawings**
**LEGEND**

EUSERC = Electric Utility Service Equipment Requirements Committee

A = Acceptable; U = Unacceptable; C = Consult SCE; B = Intentionally Blank (Not Used); N/A = Not Applicable

EUSERC No.	EUSERC Drawing Acceptability	SCE Chapter and Figure No.
1. 301	A	<a href="#">ESR–3, Figure 3–6</a>
2. 301A	U	
3. 302	U	
4. 302A	A	<a href="#">ESR–3, Figure 3–7</a>
5. 302B	U	
6. 303	U	
7. 304	A	<a href="#">ESR–5, Figure 5–8</a>
8. 305	A	<a href="#">ESR–5, Figure 5–9</a>
9. 306	A	<a href="#">ESR–6, Figure 6–15</a>
10. 307	C	<a href="#">ESR–3, Figure 3–24</a>
11. 308	C	<a href="#">ESR–3, Figure 3–26</a>
12. 309	U	
13. 310	B	
14. 311	A	<a href="#">ESR–5, Figure 5–10</a>
15. 312	A	<a href="#">ESR–5, Figure 5–11</a>
16. 313	C	<a href="#">ESR–5, Figure 5–13</a>
17. 314	C	
18. 315	C	<a href="#">ESR–3, Figure 3–10</a>
19. 316	U	
20. 317	U	
21. 318	U	
22. 319	C	<a href="#">ESR–6, Figure 6–8</a>
23. 320	C	<a href="#">ESR–6, Figure 6–9</a>
24. 321	U	
25. 322	C	<a href="#">ESR–6, Figure 6–10</a>
26. 323	U	
27. 324	C	<a href="#">ESR–6, Figure 6–13</a>
28. 325	A	<a href="#">ESR–6, Figure 6–1</a>
29. 326	A	<a href="#">ESR–6, Figure 6–2</a>
30. 327	C	<a href="#">ESR–6, Figure 6–3</a>
31. 328A	C	<a href="#">ESR–6, Figure 6–16</a>
32. 328B	U	
33. 329A	C	<a href="#">ESR–5, Figure 5–15</a>
34. 329B	U	
35. 330	A	<a href="#">ESR–6, Figure 6–11</a>
36. 331	A	<a href="#">ESR–6, Figure 6–14</a>
37. 332	A	<a href="#">ESR–6, Figure 6–12</a>

EUSERC No.	EUSERC Drawing Acceptability	SCE Chapter and Figure No.
38. 333	A	<a href="#">ESR–6, Figure 6–17</a>
39. 334	B	
40. 335	B	
41. 336	U	
42. 337	B	
43. 338	U	
44. 339	U	<a href="#">ESR–5, Figure 5–12</a>
45. 340	B	
46. 341	B	
47. 342	A	<a href="#">ESR–3, Figure 3–8</a>
48. 343	C	<a href="#">ESR–3, Figure 3–9</a>
49. 343A	U	
50. 344	C	<a href="#">ESR–3, Figure 3–11</a>
51. 345	C	<a href="#">ESR–6, Figure 6–7</a>
52. 346	B	
53. 347	A	<a href="#">ESR–6, Figure 6–6</a>
54. 348	A	<a href="#">ESR–6, Figure 6–5</a>
55. 349	A	<a href="#">ESR–2, Figure 2–17</a>
56. 350	B	
57. 351	B	
58. 352	B	
59. 353	A	<a href="#">ESR–6, Figure 6–16</a>
60. 354	A	<a href="#">ESR–6, Figure 6–4</a>
61. 401	C	<a href="#">ESR–7, Figure 7–1</a>
62. 402	B	—
63. 403	B	
64. 404	U	
65. 405	B	
66. 406	B	
67. 407	A	<a href="#">ESR–7, Figure 7–3</a>
68. 408	U	—
69. 409	U	
70. 410	B	—
71. 411	C	—
72. 412	B	—

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**Appendix A — EUSERC Drawings, References, and Approvals**
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**ESR-9: Appendix B – Customer-Owned Transfer Room (COTR) Reference**

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## ESR-9: Appendix B – Customer-Owned Transfer Room (COTR) Reference

### Responsibilities of Customer

Below is a reference of some of the Information that the customer will need to provide, along with other requirements. For complete standard requirements, refer to ESR-4:

1. When Customer Owned Transformer Rooms (COTRs) are designed or constructed without consideration to SCE requirements and or SCE was not contacted in advance, the Applicant / Customer shall be responsible for all modifications and their associated cost of complying with SCE requirements.
2. Pre-construction meeting required with SCE Inspector prior to start of construction.
3. COTR drawings must meet SCE requirements.
4. Drawings are based on switchgear pull section ratings, which dictates number of conduits and the concrete structure sizes (e.g. slab box, etc.). The number of conduits correlates with the underground structure size. Loading dictates cable and transformation.
5. For safety purposes and for protection cables cannot be on the floor. Cable trench dimensions are 24" width x 30" height. Secondary Cable trench is required. Primary & secondary need their separate cable trenches. Incoming primary conduit to comply with ESR-4.
6. Provide type of mechanical hoist system, with dimensions and the manufacturers specifications, on COTR drawing. Hoist system selected will affect the height of the room.
7. Provide grounding system in slab on grade. Install two ground rods at each location with 4/0 copper wire. There will be two locations with 2 ground rods at each location. Install 1/2" grounding inserts in each corner.
8. Grounding installation must have the SCE Inspector onsite during construction.
9. Provide a sump to contain any oil leaks from equipment.
10. Customer is responsible for water intrusion drainage into the COTR.
11. Detail drawings to show equipment with clear pathway from entry way and method of installation and removal of equipment (e.g. hoist system, crane, etc.). SCE will not de-energize, relocate, or go above other equipment to install or replace equipment.
12. Type of flooring must be poured in place reinforced concrete. Customer to provide California licensed Structural Engineer stamped drawings.
13. Elevation of the COTR to be at grade level or one level below grade. Must be accessible to SCE truck access at all times, with a height minimum of 16 feet and minimum 12 feet wide. Drivable access must be H-20 construction.
14. The COTR shall be large enough to accommodate 100% of all required equipment and including required clearances.
15. Room height shall be minimum 12 feet from floor to bottom of retracted hoist hook. Depending on equipment and required clearances the room height may increase.
16. Space below the COTR is considered an extension of the room that must be protected from vehicular traffic (e.g. permanently installed bollards).

EFFECTIVE DATE 04-30-2021	<b>Appendix B – Customer-Owned Transfer Room (COTR) Reference</b>	<b>ESR-9</b>
APPROVED <i>RR</i>	<b>Electrical Service Requirements</b> ▶ SCE Public ◀	PAGE 9-7

17. The Applicant shall provide location of equipment doors and personnel door on the drawings. Equipment door opening shall accommodate two 4' wide x 10' height doors. Doors shall maintain a 3-hour fire rating. All doors must swing outwardly and be equipped with panic bar hardware. Roll-up doors are not allowed. Installation of door sill requires rubber gasket and must be removable. The equipment door(s) will require a heavy hasp. SCE will supply the padlock.
18. A minimum of two sets of 24"x24" openings for placement of ventilation louvers (one for intake and one for exhaust) is required. If the customer's Mechanical Engineer requires a larger area than the 24"x24" ventilation louvers, multiple 24"x24" louvers shall be used. No custom design ventilation systems are allowed. All mechanical drawings shall include a California licensed Mechanical Engineer's stamp and signature. Vents require 120V outlet within 2 feet of the vents with a GFCI outlet at each louver. Vent locations shall be provided on the drawing. Ventilation shall exhaust to the outside of the COTR. Height of Vents shall be located 10 feet from floor to the bottom of the vent. Ventilation system shall not affect pedestrians or the public. The Customer's mechanical engineer shall determine the ventilation flow requirements. The customer shall provide the fire damper louvers and the screen. The blowers are provided and installed by SCE.
19. Capacitors, BURD transformers and BART Pads are not allowed in new construction. When Engineering determines that a Capacitor(s) is required, customer is responsible for providing a location for the Pad (UG) or Pole/Bank (OH).
20. Show location of the Bus Head with the height of 5 feet minimum & 6 feet maximum, to the bottom hole of the terminator. Must maintain all working clearances.
21. Drawings shall be to scale and include a detail plan view, showing floor, ceiling, and walls. Customer to provide a 3-hour fire-rated concrete reinforced structure, including room walls, floor, and ceiling. Cover all exposed structural steel with 3-hour fire-rated flameproof material. Concrete Masonry Unit (CMU) walls are not allowable for the construction of the COTR.
22. One-inch coil inserts to be installed in the ceilings and walls. Drawings to show location of inserts. Coordinate with SCE Inspector and or SCE Planner for direction. Pulling irons are not allowed.
23. Weight capacity of CORT is to be determined by your California licensed Structural Engineer. Include in calcs the total weight of SCE equipment plus 2000lbs.
24. All structural drawings to include a California licensed Structural Engineers stamp and signature.
25. All mechanical drawings to include a California licensed Mechanical Engineer's stamp and signature.
26. Fire sprinklers, fire equipment, and fire suppression are not allowed inside the COTR.
27. Transformers up to 500kVA shall have a hatch opening of 8 feet x 8 feet minimum. Anything above 500kVA shall be 8 feet x 10 feet. The customer is to provide a detailed plan/exhibit that is stamped by a California Licensed Structural Engineer.
28. Personnel Door is required for Hatch type COTR.

<b>ESR-9</b>	<b>Appendix B – Customer-Owned Transfer Room (COTR) Reference</b>	EFFECTIVE DATE 04-30-2021
PAGE 9-8	<b>Electrical Service Requirements</b> ► SCE Public ◀	APPROVED <i>RR</i>

**Mono County Adult Detention Facility - Hospital Demolition and Utilities**

Project No. 9646-3

			Engineer's Estimate			
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$ 40,357.14	\$ 40,357.14
2	13	Water Pollution Control	1	LS	\$ 16,142.86	\$ 16,142.86
3	12	Traffic Control, Traffic Control Plan	1	LS	\$ 8,071.43	\$ 8,071.43
4	60	Demolish, Remove Hospital building	1	LS	\$ 180,000.00	\$ 180,000.00
5	60	Remove Underground Utility Lines	3500	LF	\$ 10.00	\$ 35,000.00
6	98	Install new Propane lines	1	LS	\$ 10,000.00	\$ 10,000.00
7	98	Install new Water Lines	1	LS	\$ 10,000.00	\$ 10,000.00
8	87	Install New Electric lines	1	LS	\$ 20,000.00	\$ 20,000.00
9	98	Misc other underground utilities	1	LS	\$ 4,000.00	\$ 4,000.00
10	80	Install New 7-Foot Tall Fence	950	LF	\$ 80.00	\$ 76,000.00
11	80	Install Vehicle and Person Gates	1	LS	\$ 4,000.00	\$ 4,000.00

<b>TOTAL</b>	<b>\$ 403,571.43</b>
--------------	----------------------

15% contingency \$ 60,535.71  
 total plus contingency \$ 464,000.00



*Kalen W. Dodd*

6/19/2023  
 exp: 6/30/2025



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: Public Works - Recreation**

**TIME REQUIRED** 20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Marcella Rose, Sustainable  
Recreation Coordinator

**SUBJECT** Sustainable Recreation Overall Work  
Program

**AGENDA DESCRIPTION:**

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

Present for approval to the Board the proposed Overall Work Program for fiscal year 2023-24 for the Mono County Sustainable Outdoors and Recreation (MCSOAR) division.

**RECOMMENDED ACTION:**

Approve the proposed Overall Work Program for fiscal year 2023-24 for the Mono County Sustainable Outdoors and Recreation (MCSOAR) division.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Marcella Rose

**PHONE/EMAIL:** 760-616-4953 / mrose@mono.ca.gov

**SEND COPIES TO:**

Marcella Rose, Paul Roten

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Recreation Overall Work Plan FY23/24</a></p>
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**History**

Time	Who	Approval
6/30/2023 3:19 PM	County Counsel	Yes
7/6/2023 2:59 PM	Finance	Yes

7/6/2023 4:45 PM

County Administrative Office

Yes

**Mono County**  
**Sustainable Outdoors & Recreation**

**Overall Work Plan**

**FY 23/24**

July 1, 2023 – June 30, 2024



Adopted: TBD (July 11, 2023?)



## **Introduction**

Mono County Sustainable Outdoors and Recreation division, aka MCSOAR, focuses on the enhancement, maintenance, and co-management of outdoor recreation throughout the County. Outdoor recreation is a primary economic driver for Mono County. Tourists and locals spend time and money in Mono County to experience the world-class recreation opportunities we have, whether it be hiking, backpacking, front country vehicle use, skiing, snowboarding, mountaineering, rock climbing, or other activities. The Mono County division of Sustainable Outdoors and Recreation, or MCSOAR, was created in part due to the large role recreation plays in the local economy, and also as a result of significant deferred maintenance issues on surrounding public lands including those of the Forest Service, Bureau of Land Management, Los Angeles Department of Water and Power, CA State Parks, and other agencies. MCSOAR helps land managers manage recreation sites, address the deferred maintenance issues, and enhances the recreation experience that in part defines our local economy throughout Mono County. The work plan proposed below defines the work that the MCSOAR division will focus on for FY 23/24.

## **Geographical Scope**

Mono County is a rural county located on the eastern side of the Sierra Nevada mountains. The county has an area of 3,049 square miles and a total population of 13,195 (2020 US Census). The county's one incorporated area, the Town of Mammoth Lakes (TOML), contains approximately 55% of the county population.

Approximately 94% of Mono County is public land administered by the U.S. Forest Service (USFS), the Bureau of Land Management (BLM), the State of California, and the Los Angeles Department of Power and Water (LADWP). The scenic and recreational attributes of this public land help support tourism and recreation as the major industry in the county. Approximately 80% of all employment is directly, or indirectly, associated with this industry. Annually, more than 6 million visitor-days of use occur on public lands in Mono County. Most of these visitors travel to and through the county on the state highway system. Major attractions include Mammoth and June Mountain ski areas, Yosemite National Park, Mono Lake, Devils Postpile National Monument, Bodie State Historic Park, and the many lakes, streams, and backcountry attractions accessed through Mono County communities.

Communities in the unincorporated area of the county are dispersed throughout the region, primarily along US Highways 395 and 6. Communities along US 395 include Topaz, Coleville, Walker, Bridgeport, Mono City, Lee Vining, and the Crowley communities of Long Valley, McGee Creek, Crowley Lake, Aspen Springs, and Sunny Slopes. The community of June Lake is located along State Route (SR) 158. The Town of Mammoth Lakes is located on SR 203. The communities of Chalfant, Hammil Valley, and Benton are located on SR 6. The community of Oasis is located on SR 266/168 in the southeastern portion of the county. The communities are generally small, rural in character, and oriented primarily to serving recreational and tourist traffic. Walker, Topaz, Coleville, Bridgeport, and Lee Vining share US 395 as their main street for commerce and community activities. SR 158 serves as the main street for June Lake. SR 203 is the Town of Mammoth Lakes' main street. Highway 6 serves as a main street for Benton and Chalfant.

# Program Overview

In a special joint meeting on July 18, 2017, the Mono County Board of Supervisors and Town of Mammoth Lakes (TOML) Town Council recommended the appointment of a Recreation Task Force to address the need to invest in recreation, including recreation on public lands, and develop programs and capacity to enhance outdoor recreation opportunities and infrastructure on a regional scale throughout Mono County. A result of this task force was the creation of the Sustainable Recreation Coordinator position and several cooperative agreements with land managers within Mono County including the Inyo National Forest, Humboldt-Toiyabe National Forest, Bureau of Land Management, and others. The Sustainable Recreation Coordinator position was originally jointly funded by Mono County and TOML, however in 2020 the County fully absorbed this position. This split created the Recreation division, which is housed within the Public Works department.

## Division Funding & Management

The division is funded by the Geothermal Fund, which comes from royalties of local geothermal revenues. This fund is volatile, ranging from a low revenue year of less than \$60,000, to a recent high of over \$150,000 in a single year. Average geothermal contributions are about \$130,000 per year, which allows the County to employ the Sustainable Recreation Coordinator, Trail Steward staff, and pay for equipment and materials for work projects. The geothermal fund allows for the leveraging of the Sustainable Recreation Coordinator, which results in productive relationships with local land managers, volunteer programming and events, pursuit of additional division funds, and results in on-the-ground results that illustrate Mono County’s commitment to enhancing local recreation. In recent years, MCSOAR applied for several grants to help fund outdoor recreation projects, and currently boasts over \$500,000 in grant funding:

<b>Geothermal Fund</b>	~\$130,000/yr	“Undertaking projects for the enhancement, restoration, or preservation of natural resources, including but not limited to, water development, water quality improvement, fisheries enhancement, and park and recreation facilities and areas”
<b>Grant Source</b>	<b>Funding Amount</b>	<b>Purpose</b>
State of CA (3 years)	\$322,157.00	Restoration of unauthorized front country vehicle routes; improvement of front country recreation map products
Sierra Nevada Conservancy (3 years)	\$150,000	Management of dispersed camping; restoration of unauthorized dispersed camping sites
CalTrans Clean CA program (1 year)	Up to \$100,100	Deployment and maintenance of temporary dumpsters throughout Mono County to combat recreation waste
BLM Wildlife Grant (~5 years)	<\$86,000	Preservation of natural, open-space landscapes; Improvement of wildlife habitat adjacent to recreation areas

MCSOAR is a discretionary program, being that recreation management and collaboration are not mandated government services. That said, County contribution to outdoor recreation programming is a service of significant public, political, and economic demand, hence the region-wide interest in the creation of this division. Due to the discretionary nature of MCSOAR, is it largely a board-driven program, with the Board of Supervisors making decisions on what the division focus is, collaboration parameters, what grants to pursue, and how funding is spent on projects.

## Division Staffing

Today the division employs four staff. The Sustainable Recreation Coordinator currently oversees the division and performs integral administrative functions while seasonally supervising field staff. During

approximately April to September, the division is joined by two permanent seasonal Trail Stewards, which perform field labor to enhance recreation sites. This year is the first year that the division is employing a third temporary Trail Steward.

### **Division Tasks**

Primary duties of MCSOAR staff are largely physical and social tasks. Trail assessment and trail maintenance are a focus of the division, helping to assess trails and trail infrastructure for damage and assistance in the repair of reported damages. As defined by Mono County in the Trails Plan (Appendix G of the General Plan), trails serve two purposes: “Recreational experience for those who travel along them, and as links between different areas of the County”. Expanding on this definition, the trails plan further states:

“Trails in Mono County, with its many recreational resources, include wilderness trails used by hikers and equestrian users, dirt roads used by off-highway vehicles and equestrian users, signed trails for Nordic skiing and snowmobile use, scenic byways used as sightseeing trails, hiking trails at developed recreation sites, and roadways used by both mountain bikers and touring bicyclists.”

Thus, trail assessment could mean the hiking, biking, or driving of various trail systems to assess for damage or for other administrative purposes, such as analyzing accuracy of system map products. Common trail maintenance tasks that the division can assist with include (but are not limited to) **signage improvements or installation** (including signs for wayfinding, restrictions, and informational kiosks); **repair of trail tread** (in slope and out slope adjustments), **installation of trail features** (such as check dams, rolling contours, puncheons, water bars, retaining walls, and more); **brushing and bucking** (by chainsaw, hand saw or crosscut saw) to maintain required trail corridor dimensions; **installation or repair of restrictive features** (log or rock armoring, gates, pinch points, etc.).

In addition to trail work, MCSOAR aims to enhance recreation experiences, many of which occur off trail at locations such as day use sites, trailheads, front country portals, recreation parking areas, overlooks, campgrounds, and other recreation sites. Many of these sites may require similar tasks to trail maintenance, such as **site delineation** (with or without gates or armoring), **repairs to infrastructure** (picnic tables, benches, signage, etc.), **installation of messaging content, deployment and/or maintenance of temporary infrastructure to assist with waste management** (dumpsters, porto-potties, “potty palaces”, etc.), **design and installation of interpretive information**, and more. Aligned with both trail and recreation site management include **restoration projects**, in which areas with undesirable recreation activity or impact are controlled and restored to a natural state with the goal of site preservation and minimizing resource damage.

Social job duties are primarily associated with education and interpretive tasks. Job duties related to this may include: **Development of recreation messaging content** (such as campaigns that speak to responsible recreation, Camp Like A Pro, Leave No Trace, Keep Me Wild, etc.); **collaboration** with local tribes and entities to **develop interpretive content; distribution and installation of educational / interpretive content; site roving** (staffing at popular recreation areas to go around and engage visitors); **site monitoring and data collection** (to complement or trigger site improvements/management or restoration projects); **organization of volunteer programming and events** (such as citizen stewardship programming, trail work days, clean up days, etc.).

The Sustainable Recreation Coordinator has tasks that are not typically shared with Trail Steward staff, mostly administrative in nature. These tasks include **division administration** (such as budget management, development of division policy and procedure, county/departmental wide reporting, supervisory tasks); **partner collaboration** (such as establishing and fostering relationships with recreation partner agencies, creation and maintenance of partner agreements, planning seasonal program of work, etc.); **participation in regional recreation management projects and discussions** (such as local and statewide recreation initiatives; participation in discussions related to region-wide recreation issues, etc.); and **grant administration and management**.

# Overall Work Program (OWP)

**Activities to be performed July 1, 2023 – June 30, 2024**

## Grant Projects

- **Administer the CA State Parks OHV Restoration grant** (partner effort with Inyo NF, Humboldt Toiyabe NF, BLM throughout Mono County)
  - Ground truthing of front country vehicle route networks
    - Data collection / proposed corrections for mapping products
  - Delineation of legal front country vehicle routes; installation of restrictive features at unauthorized routes, pullouts and campsites
    - Delineation by armoring, gates; education and enforcement supported by design and installation of signage
      - Front country recreation management discussions; development of educational / enforcement content
  - Restoration of highly undesirable unauthorized routes
  - Project Sites (including but not limited to):
    - Leavitt Lake; Lobdell Lake; Bald Mountain area; Long Valley area
  - Other remaining tasks as outlined in the grant agreement
  
- **Administer the Sierra Nevada Conservancy Dispersed Camping Grant** (partner effort with Inyo NF, Humboldt-Toiyabe NF, BLM throughout Mono County)
  - Inventory of undesirable or unauthorized dispersed camp sites
    - Discussions with partners on desired dispersed camping management techniques and plans
  - Management improvements of dispersed camping areas
    - Restoration of undesirable camp sites
    - Implementation of varying management techniques, such as designated dispersed camping sites, for fee/permitted dispersed camping sites, etc.
    - Supported by various signage
      - Construction and installation of kiosks/signs
      - Installation of Camp Like a Pro / recreate responsibly messaging content
    - Installation of temporary infrastructure to control waste associated with dispersed camping
      - Construction of “potty palaces” – structures designed to beautify and structurally protect and reinforce porta-potties to gain longevity out of deployment
  - Expansion of Camp Like a Pro Campaign
    - Geographic and content expansion
      - Partner with Alpine County to expand CLaP northward in the region
      - Partner with White Bark Institute to expand CLaP messaging to target wildfire risk through promotion of campfire safety
      - Management discussions of CLaP campaign
        - Map and app updates
      - Distribution and installation of CLaP materials
  - Project sites (including but not limited to):

- Leavitt Lake, Buckeye Road, Travertine, Inyo Craters, Glass Creek, Owens River Road, Long Valley area
  - Other remaining tasks as outlined in the grant agreement.
- **Administration of the CalTrans Clean CA Grant**
  - Administer contract with D&S Waste
  - Organize the deployment and monitor maintenance of dumpsters to be deployed throughout Mono County
  - Data collection related to the use volume of dumpsters at various recreation facilities
- **Administration of the BLM Wildlife Grant** (Partnership with BLM Bishop Field Office)
  - Project scope development in process – stay tuned. Project must have a nexus between recreation and wildlife; will most likely be recreation site improvements that thereby improve adjacent wildlife habitat on BLM lands. May include monitoring of sensitive species (sage grouse, etc.)
- **Support – Legacy Trails Grant - 20 Lakes Basin User Trail Restoration** (Partnership with Inyo NF, Friends of the Inyo, June Lake Trails Committee; \*Note: Mono County is not the applicant /awardee for this grant)
  - Assist with trail assessment and inventorying in 20 Lakes Basin area; identify unauthorized use trails; perform restoration to unauthorized use trails. Restoration of Yosemite Toad habitat.

## **Field Projects**

To take place in partnership on public lands, including (but not limited to) those managed by the National Forest, Bureau of Land Management, National Park Service, CA State Parks, Los Angeles Dept. of Water and Power, Mono County, and other recreation/conservation entities.

- Trail / recreation site assessment
  - Front country, wilderness, and backcountry
- Trail / recreation site maintenance (including but not limited to)
  - Front country, wilderness, and backcountry
  - Installation / repair of signage
  - Brushing / Rocking
  - Bucking / Felling
  - Installation / maintenance of drainage or erosion features
  - Armoring (gates, logs, rocks, etc.)
  - Restoration and Naturalization
- Trail building / trail realignment projects
- Recreation site management
  - Monitoring and cleaning of recreation sites
- Expansion of Tangle Free Waters (TFW) program throughout County
  - Installation and maintenance of TFW tubes

- Expansion of Adopt a Trail (AAT) program throughout County
  - Installation and maintenance of AAT signs
- Site Roving / Visitor Information
  - Presence at recreation sites
  - Interpretive programming and presentations
- Don't Feed the Wildlife campaign
  - Visitor education
  - Distribution of materials
- Mountain Gate Park
  - Field Projects TBD for FY23/24
  - Enhancement of signage materials
- Support for Lundy Campground
  - Roving, maintenance
- Stewardship / Volunteer events
  - Mountain Gate Park Clean Up Day
  - National Public Lands Day (TBD)
  - Travertine Clean Up Day (TBD)
  - Lee Vining Creek Trail Day (2024)
  - June Lake Trails Day (2024)
  - More events to be proposed and planned...

### **Division Administration**

- Maintenance and adjustment of division budget
  - ATRs
  - Grant reimbursements
  - Exploration of additional funding / grant applications
- Development of County documents (including but not limited to):
  - Public Works Capital Improvement Projects (CIPs)
  - Local Transportation Committee Overall Work Program (OWP)
- Development / maintenance of divisional documents
  - Safety procedures / requirements
  - Certification of staff
  - Training schedules and content
  - Supervisory materials
    - Payroll
    - Hiring / termination documentation
    - Employee performance evaluations
  - Inventory of equipment / tools

- Collaboration and planning
  - Attendance to County meetings
    - Local Transportation Committee, as appropriate
    - Planning Commission meetings, as appropriate
    - Economic Development and Tourism meetings, as appropriate
  - Attendance to local forums to engage with public
    - RPACs (Regional Planning Advisory Committees)
    - CSAs (Community Service Areas)
    - CACs (Community Advisory Councils)
    - Local Recreation Meeting
      - June Lake Trails Committee; Mono Basin Partners Meeting

### Partnership administration

- Review, renewal, and creation of partner agreements  
(*Italicized* items have not yet been reviewed / started)
  - Humbolt-Toiyabe National Forest
  - Inyo National Forest
  - Bureau Of Land Management
  - Town of Mammoth Lakes
    - As Needed Trail Crew Contract
  - *National Park Service*
  - *CA State Parks*
  - *LADWP*
  - MLTPA
    - Contract for recreation-management related services; grant services
  - CalTrans District Maintenance Agreement
    - D&S Waste Contract for deployment and servicing of dumpsters
- Tangle Free Waters / Adopt a Trail program
  - Volunteer coordination
  - Sponsor / volunteer recruitment
- Inyo National Forest Over Snow Vehicle (OSV) designation process
  - Provide data, contribute to discussion as appropriate.
- Board member – Yosemite Area Regional Transportation System (YARTS) Authority Advisory Committee (AAC)
- Development of Bridgeport Winter Trail System
  - Trail design / alignment
- Trail design / site design / trail realignment projects
  - Conceptual discussions
  - Mapping of potential locations
  - Planning documents associated with trail / site design



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: County Administrative Office**

**TIME REQUIRED** 15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Mary Booher, Interim County  
Administrative Officer

**SUBJECT** Legislative Update

**AGENDA DESCRIPTION:**

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

Presentation by Interim County Administrative Officer providing an update on the adopted state budget.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Mary Booher

**PHONE/EMAIL:** 760-932-5415 / mbooher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">CSAC Budget Bulletin</a>

**History**

Time	Who	Approval
7/5/2023 6:02 PM	County Counsel	Yes
7/6/2023 2:49 PM	Finance	Yes
7/6/2023 4:44 PM	County Administrative Office	Yes





**2023-24 BUDGET AGREEMENT  
JUNE 28, 2023**

**TO:** CSAC Board of Directors  
County Administrative Officers

**FROM:** Graham Knaus, CSAC Chief Executive Officer  
Jacqueline Wong-Hernandez, Chief Policy Officer

**RE:** **2023-24 Budget Agreement**

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Yesterday, the Legislature passed 21 bills, which together comprise most of the 2023-24 budget agreement reached between Governor Gavin Newsom, the Assembly, and the Senate. You're not alone if you find this complex web of spending bills dizzying – the rough page count for the budget and pending trailer bills totals over 3,500 pages. As well reported, this budget reflects a \$310.8 billion spending plan for the 2023-24 fiscal year. This agreement also closes an estimated \$32 billion budget deficit while setting aside about \$37.8 billion in reserves.

Earlier this month, the Legislature passed its “counteroffer” to the Governor’s May Revision, SB 101 (Skinner) (Chapter No. 12, Statutes of 2023) which was signed by Governor Newsom yesterday evening. AB 102 (Ting), colloquially known as the Budget Bill Junior, along with several trailer bills, augment the Legislature’s budget (SB 101) and represent the final agreement on the state’s spending plan reached between the Administration and the Legislature.

Key county issues in the budget include:

- \$1 billion for Round 5 of the Homeless Housing, Assistance and Prevention (HHAP) Program, but no ongoing funding commitment. The budget also significantly modifies the HHAP program in ways that are consistent with the AT HOME plan including required collaboration, regional plans, and defined roles and responsibilities.
- An increase in the IHSS collective bargaining penalty from 7 percent one-time to 10 percent applied annually until a collective bargaining agreement is reached, which is opposed by CSAC and was included in the budget agreement with no public input.
- \$128.9 million in 2023-24 to support state and county activities to implement the Community Assistance, Recovery and Empowerment (CARE) Act, ramping up to nearly \$291 million in 2026-27 and annually thereafter.
- An additional \$406.5 million to update the budgeting methodology for county administration of CalFresh.

- \$250 million General Fund for county behavioral health payment reform activities.
- Renewal of the Managed Care Organization (MCO) provider tax to maintain the Medi-Cal program and support increased investments, including Medi-Cal provider rate increases and additional support for the Distressed Hospital Loan Program.
- Maintaining \$200 million in ongoing General Fund support for local public health jurisdictions to modernize infrastructure and bolster workforce investments.
- Trailer bill legislation complementing CSAC’s ongoing efforts to provide counties with a pathway to be “ready for recharge” for groundwater actions, by allowing for the safe diversion of flood flows for groundwater recharge during high water events.
- Maintaining \$8.6 billion of previous multi-year commitments on water-related funding to minimize the immediate economic and environmental damage from drought, and provides an increase of \$290 million for flood protection.
- Maintaining \$2.7 billion in funding to advance critical investments in forest health and fire prevention, and includes \$116 million for increased seasonal firefighters in the June to December months.
- \$2.4 billion in funding for transit operations and/or capital projects through the Transit and Intercity Rail Capital Program (TIRCP) and the newly created Zero Emission Transit Capital Program.

Later this week, the Legislature will consider additional trailer bills, but the process will not be completed. CSAC expects negotiations to continue on some items through the summer. Your CSAC team will continue to raise the county voice and keep you updated.

For questions about any of the issues in the budget summary, please contact [CSAC legislative staff](#).

**If you would like to receive the Budget Action Bulletin electronically, please e-mail Brian Cote at [bcote@counties.org](mailto:bcote@counties.org).**

**2023-24 June Budget Deal**  
**General Fund Budget Summary**  
(\$ in Millions)

	2022-23	2023-24
<b>Total Resources</b>	<b>\$260,944</b>	<b>\$235,040</b>
<b>EXPENDITURES:</b>		
Proposition 98	\$78,117	\$77,457
Proposition 28 Arts and Music Education	\$0	\$938
Non-Proposition 98	\$154,306	\$145,196
Proposition 2 Infrastructure/Deferred Maintenance	\$2,169	\$2,337
<b>Total Expenditures</b>	<b>\$234,592</b>	<b>\$225,928</b>
<b>FUND BALANCE:</b>	<b>\$26,352</b>	<b>\$9,112</b>
<b>RESERVES:</b>		
Reserve for Liquidation of Encumbrances	\$5,272	\$5,272
Special Fund for Economic Uncertainties	\$21,080	\$3,840
Safety Net Reserve	\$900	\$900
Budget Stabilization Account	\$22,252	\$22,252
Public School System Stabilization Account	\$9,929	\$10,831
<b>Total Reserves</b>	<b>\$54,161</b>	<b>\$37,823</b>

**Agriculture, Environment and Natural Resources**

The budget funds a number of CSAC advocacy priorities within the Agriculture, Environment, and Natural Resources portfolio, including restoration of select cuts from the January proposal which is detailed in [CSAC’s January 2023 Budget Action Bulletin](#).

The budget package focuses funding in CSAC priority areas for wildfire and forestry programs, water and flood projects, community resilience and waste management. In an attempt to encourage public works projects across the state, the Administration introduced several trailer bills addressing energy infrastructure, water and project permit streamlining, infrastructure investment and comprehensive resource management.

**Flood Response, Groundwater, and Disaster Relief**

Counties are facing weather whiplash, moving quickly from extreme dry years to record rainfall and snowpack. CSAC has devoted significant attention and efforts this year to support flood, drought, and snow disaster preparedness and relief, and to promote increased capture of water from the rain and snow events statewide. The budget maintains \$8.6 billion of previous multi-year commitments on water-related funding to minimize the immediate economic and environmental damage from drought with increases for flood management and disaster relief.

### *Flood Disaster Funding and Floodplain Restoration*

The budget provides an increase of \$290 million for flood protection. This includes \$135 million to support local agencies working to reduce urban flood risk reduction statewide, and \$25 million to support projects that will reduce the risk of flooding for Central Valley communities while contributing to ecosystem restoration and agricultural sustainability. The budget restores \$40 million for San Joaquin Floodplain restoration that would have been eliminated in an earlier proposal.

### *Flood Control Subventions*

The budget includes \$75 million General Fund, in one-time time funding, for the ongoing Flood Control Subventions Program. This program supports local flood control projects, including in communities impacted by recent severe storms such as the Pajaro River Flood Risk Management Project.

### *Stream Gage Network Expansion*

CSAC has engaged in a multi-year effort on improving water data for flood and water supply through participation and support of the state Stream Gage Technical Advisory Committee culminating with recommendations from the [Stream Gaging Prioritization Plan](#). In response, the budget includes \$26.7 million over two years for stream gages to support the plan's recommendations.

### *Groundwater Recharge Programs and Legislation*

CSAC has diligently worked to support expedited permitting for groundwater recharge in normal years and during significant flood events. The budget includes \$293 million for various programs under the Sustainable Groundwater Management Act (SGMA). The budget also includes \$4.8 million over two years to support the State Water Resources Control Board's continued oversight role for groundwater basins deemed inadequate under the SGMA process.

Trailer bill legislation complements ongoing efforts to provide counties with a pathway to be "ready for recharge" for groundwater actions. CSAC has been collaborating with the Department of Water Resources and State Water Resources Control Board on long-term strategies to increase groundwater recharge in wet years, increase the effectiveness of recharge efforts, and cut lengthy and costly permit processes. The budget includes legislation that would allow for the safe diversion of flood flows for groundwater recharge during high water events. The legislation focuses on capturing water for recharge by setting clear conditions for diverting floodwater without affecting water rights or permits. The budget trailer bill further adds the definition of "aquifer" to definitions related to natural infrastructure for purposes of climate adaptation strategies.

### *Permit Streamlining for Water Projects.*

At the start of the year, CSAC supported SB 23 (Caballero) which proposed to streamline specified water projects by addressing permit timing to expedite critical flood and drought infrastructure. The final infrastructure package in part addresses streamlining projects through reform of the California Environmental Quality Act (as outlined on page 27/HLT) and Progressive Design Build authority at the Department of Water Resources. A series of recent negotiations led to the exclusion of any through-Delta Conveyance or seawater desalination facilities. *This item is part of the infrastructure package that has been agreed upon by the Legislature and Administration, however, it is still pending passage. The vote is currently scheduled for June 29, 2023*

### *Kings County Levees and Tulare Lake Region*

The state has committed to supporting the long-term request by a local flood control district to raise the Corcoran Levee at the Tulare basin. This levee protects the City of Corcoran and other unincorporated areas of Kings County from floodwaters in the Tulare Lake region. Costs are estimated at \$17 million and will be initially funded through the California Disaster Assistance Act but may also be eligible for federal disaster aid as well. This is in addition to current disaster funding efforts underway in Tulare and other impacted counties around the Tulare Basin to expedite levee repairs, floodwater diversion, and emergency response.

### *Dam Safety*

In 2022, CSAC joined a large coalition of local agencies, water suppliers, and emergency managers to advocate for significant improvements to overall dam safety. The budget includes a comprehensive proposal to develop a dam safety grant program, as well as a new fee structure with a 50 percent local cost to sustain the new program.

### *Coastal Flooding and Sea Level Rise*

The budget includes \$298 million for coastal resiliency and sea level rise through the State Coastal Conservancy. The funding prioritizes \$250 million to address urgent sea-level rise adaptations and coastal resilience needs.

## **California Endangered Species Act Reforms**

### *Western Joshua Tree Conservation Act*

The budget includes a compromise to an ongoing dispute over how to treat the Western Joshua Tree which has been proposed to be listed under the California Endangered Species Act. The legislation provides species protection through avoidance of take, and a pathway for a process through the Fish and Game Commission to review the status of the species. Project proponents would have the option to use an in-lieu mitigation fee, with revenues to be used to address threats to the Western Joshua Tree at the landscape level.

### *Fully Protected Species Reclassification*

The budget includes legislation to eliminate fully protected species and re-list these as threatened under the California Endangered Species Act. These include the golden eagle, trumpeter swan, white-tailed kite, northern elephant seal, ring-tailed cat, pacific right whale, and southern sea otter, among others. The purpose of the legislation is to facilitate development by allowing the Department of Fish and Wildlife to authorize incidental take while minimizing and mitigating the impacts of take. *This item is part of the infrastructure package that has been agreed upon by the Legislature and Administration, however, it is still pending passage. The vote is currently scheduled for June 29, 2023.*

### **Forestry and Fire Protection, Community Hardening and Disaster Assistance**

The budget maintains \$2.7 billion in funding to advance critical investments in forest health and fire prevention to continue to reduce the risk of catastrophic wildfires, as well as resources for fire protection in the state's wildfire response proposal for wildfire and forest resilience.

#### *Support for Firefighting*

The budget includes \$116 million for increased seasonal firefighters in the June to December months. The budget also includes \$37 million (\$30.4 million General Fund, \$6.5 million Public Buildings Construction Fund) for continuation of construction on CalFire stations, unit headquarters, a new training center, replacement of helitack bases and improvements to air attack bases to accommodate the new CalFIRE helicopter fleet and C-130 aircraft. This is part of a multi-year proposal to improve fire infrastructure and working conditions for firefighters statewide.

#### *Community Hardening*

The budget provides \$12 million to the Office of Emergency Services for a financial assistance program to help low-income and disadvantaged homeowners as part of a community-wide home hardening program effort through June 30, 2028.

#### *Advanced Payments for Disaster Relief*

For community-based, nonprofit organizations, counties, and other units of local government that have demonstrated cashflow problems, the budget authorizes the Office of Emergency Services to provide advance payment of up to 25 percent of the grants according to the criteria set forth by the Office of Emergency Services.

### **Farming and Agriculture**

The budget includes \$25 million to expand the current California Small Agriculture Business Drought and Flood Relief Grant Program and extends the program through January 1, 2027. This program provides direct assistance to farmers and farm businesses that have been affected by the 2023 storms.

### *FARMER Program*

The budget includes \$75 million General Fund to the California Air Resources Board for the Funding Agricultural Replacement Measures for Emissions Reductions (FARMER) program. The program provides funding assistance through local air districts for agricultural harvesting equipment, heavy-duty trucks, agricultural pump engines, tractors, and other equipment used in agricultural operations.

### **Community Resilience**

The budget includes a restoration of \$35 million that had been targeted for reduction earlier in the year for the Extreme Heat and Community Resilience Program which provides grants to communities seeking to build or upgrade existing facilities to serve as community resilience centers that mitigate the public health impacts of extreme heat and other emergency situations exacerbated by climate change.

The budget includes trailer bill language allowing Community Resilience Centers at the Office of Planning and Research to be eligible for the Advanced Pay Pilot which enables grant recipients to receive payment for grant-related activities in advance rather than taking on cost associated with the grant.

### **Waste and Recycling**

To help close budget shortfalls, the budget leverages money in the Beverage Container Recycling Fund (BCRF). The budget provides a loan of \$100 million from the BCRF to the General Fund and an additional \$40 million from the BCRF to the Hazardous Control Waste Account. This funding is intended to come from resources not currently projected to be used for operational or programmatic purposes and expected to be repaid within three years.

There are no additional state resources on SB 1383 (Chapter No. 395, Statutes of 2016) implementation; however, CSAC is committed to continuing advocacy supporting counties with this state mandate given recent recommendations from the [Little Hoover Commission](#). Of the \$180 million appropriated in last year's budget to CalRecycle, \$90 million remains to be allocated to local governments.

### **Cannabis**

The budget includes language that will establish "Type 13- Cannabis Event Organizer" licenses at the Department of Cannabis Control. Under current law, the state is authorized to issue temporary event licenses to allow the sale and/or onsite consumption of cannabis, if approved by the local jurisdiction. This new license type codifies the practice and is in line with ongoing conversations the Legislature is having about how to move forward with temporary cannabis events.

## Climate Bonds Pending

In the Assembly and the Senate, conversations around bonds to finance natural resource projects continue to move through the process. It is possible that some of the investments that were reduced in this year's budget appear in a natural resources bond to place before the voters on the November 2024 ballot. At this mid-way point in the process, two bills now lead the conversation, AB 1567 (Garcia) and SB 867 (Allen). We expect to see a fully negotiated bill by Fall.

## Administration of Justice

### Public Safety

#### *Juvenile Justice Realignment*

With the final closure of the Department of Juvenile Justice (DJJ) on June 30, 2023, few youth remain at the state level, and nearly all have been returned to their county of commitment. While counties have advocated for additional resources for suitable placement and treatment of the remaining DJJ realignment population, the budget does not include supplemental funding for counties. Instead, the budget appropriates \$10 million to the Office of Youth and Community Restoration (OYCR) to provide technical assistance, disseminate best practices, and issue grants to counties and probation departments to improve outcomes for justice-involved youth.

The budget also includes \$3.54 million for county probation departments to provide OYCR with specific juvenile justice realignment data, such as the number of youth under county supervision, their commitment offenses, placement, and whether they were transferred to adult court, a secure youth treatment facility, or less restrictive placement – disaggregated by gender, age, and race or ethnicity. This data is required for fiscal years 2021-22, 2022-23, and 2023-24.

#### *Public Defense Pilot Program*

The budget preserves \$40 million for the third and final year of the Public Defense Pilot program established through the Budget Act of 2021, which the Governor proposed reducing by \$50 million in his January budget proposal and May Revision. This pilot has served 34 participating counties in Cohort 1, and 42 counties were approved for funding in Cohort 2. The funding assists counties with the implementation of recently signed legislation by providing a range of critical services, resources, and programs related to post-conviction relief.

#### *Post Release Community Supervision (PRCS)*

The budget includes \$9.31 million General Fund to be allocated to county probation departments in 2023-24 to supervise the temporary increase in the daily population of



individuals received from the state on PRCS, as a result of the implementation of Proposition 57, approved by the voters in 2016.

## **California Department of Corrections and Rehabilitation (CDCR)**

### *Prison Closures*

In September 2021, CDCR closed the Deuel Vocational Institution in Tracy, saving the state \$150.3 million General Fund annually beginning in 2022-23. In November 2022, CDCR initiated the closure of a second prison, the California Correctional Center in Susanville, which is expected to save the state an estimated \$144.1 million annually. On December 6, 2022, CDCR announced its plan to close Chuckawalla Valley State Prison in Blythe by March 2025 and terminate the lease of the California City Correctional Facility, its last privately-owned prison facility by March 2024. In May, the closures were projected to achieve an estimated \$155.7 million in annual ongoing savings. CDCR also announced the deactivation of specified facilities within six prisons by the end of this year to save state General Fund costs totaling approximately \$170 million ongoing. The facilities are located within the California Rehabilitation Center, the California Institution for Men, the California Correctional Institution, Pelican Bay State Prison, the California Men’s Colony, and the Folsom Women’s Facility within Folsom State Prison.

The budget reflects the Legislature’s priority to continue to close additional prisons by requiring CDCR to produce a preliminary and final assessment of state prison operational and housing requirements to assist the Legislature in determining future prison closures.

### *San Quentin Rehabilitation Center*

In line with the Governor’s Spring announcement to transform San Quentin State Prison to the San Quentin Rehabilitation Center, the budget includes \$20 million General Fund for the preliminary plans and appropriates \$360.6 million from the Public Buildings Construction Fund for the demolition and construction of a new educational and vocational center. With the 2025 completion date, CDCR is required to use the progressive design-build procurement process and will be exempt from compliance with the California Environmental Quality Act.

## **Judicial Branch**

The total budget for the judicial branch is \$5.2 billion, which preserves funding for court operations. Key priorities include trial court cost increases, resources to implement recent laws related to court access, facility needs, implementation of the Community Assistance, Recovery, and Empowerment (CARE) Act, and to backfill for declining fine, fee, and penalty revenue.

### *Community Assistance, Recovery, and Empowerment (CARE) Act*

The budget includes additional investments to support the implementation of the CARE Act, which totals \$32.7 million in 2023-24, \$55.3 million in 2024-25, and \$68.5 million ongoing for

the Judicial Branch as reflected in the Governor’s May Revision. It also includes an additional \$16.8 million in 2023-24, \$29.8 million in 2024-25, and \$32.9 million ongoing for legal services from 20 hours to 40 hours. In total, the budget provides \$22.9 million in 2023-24, \$51.6 million in 2024-25, and \$64.4 million ongoing to support public defenders and legal services organizations that will provide legal counsel to CARE participants. For complete coverage of the CARE Act, see the Health section of this document, beginning on page 12.

#### *Criminal Administrative Fees*

The budget includes \$1.2 million ongoing backfill for the repeal of criminal administrative fees related to record sealing and post-conviction. The majority of this funding will be transferred to the Trial Court Trust Fund to backfill trial courts for revenue loss resulting from the elimination of post-conviction fees related to a change of plea or set aside verdict, and record sealing, with a small portion that may be appropriated to recoup counties upon approval by the Department of Finance.

### **Other Local Programs and Funding**

#### *Opioid and Fentanyl Response*

The budget includes the following investments:

- \$7.2 million to support statewide enforcement to combat organized crime, prioritizing the disruption of the production, supply, and distribution of fentanyl, opioid, and narcotic operations by the Department of Justice in coordination with local agencies.
- \$30 million one-time from the Opioid Settlements Fund to support the development, manufacturing, or procurement of low-cost naloxone nasal products through the Department of Health Care Access and Information.
- Increases of \$42.75 in 2023-24, \$12.75 million annually in 2024- 25 and 2025-26, and \$12 million in 2026-27 from the Opioid Settlements Fund to expand the distribution of naloxone, and \$6 million for the distribution of fentanyl test strips, through the Naloxone Distribution Project (NDP) administered by the Department of Health Care Services.
- \$7.5 million in 2023-24, \$3.5 million in 2024-25, and \$1.5 million in 2025-26 and 2026-27 from the Opioid Settlements Fund, to support six one-time competitive grants to reduce fentanyl use and overdoses, and two one-time competitive grants to support innovative approaches to make fentanyl test strips and naloxone more widely available.
- \$61 million over four years from the Opioid Settlements Fund for operational expenses of harm reduction organizations through the Overdose Prevention and Harm Reduction Initiative administered by the Department of Public Health.

#### *Organized Retail Theft and Motor Vehicle Theft*

The budget includes \$85 million to prevent and respond to organized retail theft, motor vehicle or motor vehicle accessory theft, and cargo theft support. The Board of State and Community

Corrections (BSCC) will award competitive grants to county sheriffs' departments, city police, and probation departments. The budget also includes \$10 million for vertical prosecution units that focus on organized retail theft. BSCC will award competitive grants to district attorneys.

#### *Gun Buyback Program*

The budget includes \$25 million for the Local Law Enforcement Gun Buyback Grant Program. BSCC will award competitive grants to local agencies demonstrating a targeted need to reduce firearm violence in their jurisdiction.

#### *Community Reentry*

The budget includes \$57 million to support formerly incarcerated individuals with reintegration and rental assistance. BSCC will award competitive grants to community-based organizations.

#### *Missing and Murdered Indigenous Persons*

The budget includes \$16 million to help California tribes identify, collect case-level data, publicize, investigate, and solve cases involving missing Indigenous persons. BSCC will award competitive grants to federally recognized Indian tribes.

### **Government Finance and Administration**

#### **Basic Aid Wildfire Property Tax Backfill**

The budget includes an increase of \$632,000 in one-time Proposition 98 General Fund to backfill reduced property tax revenues for certain school districts that were impacted by the Kincade Fire.

#### **Broadband**

As proposed in the Governor's January budget and the May Revision, the budget defers \$550 million that was previously designated for 2023-24 to the California Public Utilities Commission for Last-Mile infrastructure grants. Of the \$575 million that was due to be appropriated this year for the Loan Loss Reserve, \$400 million was deferred. Deferring the previous investments in broadband infrastructure that CSAC worked diligently to secure with passage of SB 156 (Chapter No. 112, Statutes of 2021) will directly harm the most disenfranchised communities in California for decades to come. CSAC remains committed to closing the digital divide and opposes all efforts to divert broadband funding or reduce its scope.

AB 102 additionally creates a new federal expenditure item for the Department of Technology to receive the federal Broadband Equity, Access, and Deployment (BEAD) funding. In addition, [AB 127](#) the General Government trailer bill establishes a new State Broadband Enterprise Middle-Mile Fund for the continued operational support and lease of state middle-mile

investments and includes trailer bill language to extend the California Public Utilities' Last Mile Program application deadlines until September 2024.

### **Local Government Budget Sustainability Fund**

The Local Government Budget Sustainability Fund was originally adopted in last year's budget and allocated \$300 million over three years to supplement the Community Economic Resilience Fund to support county governments who are committed to advancing climate resilience projects that bolster local revenues and contribute to long-term budget stability. The May Revision would have reallocated \$250 million to the City of Fresno's Public Infrastructure Plan, with the remaining \$50 million available for counties. Instead, the budget allocates \$50 million to the City of Fresno and retains \$50 million for its original intended purpose to support county governments who are committed to advancing specified climate resilience projects. The budget also includes intent language to allocate \$100 million to the City of Fresno for the Public Infrastructure Plan in both 2024-25 and 2025-26.

### **State Appropriations Limit Calculations**

The General Government trailer bill requires the Department of Finance, by February 1 of each year, to calculate the individual subvention amounts for each of the specified state programs and provide this state subventions information on an annual basis to the California State Association of Counties and the League of California Cities for distribution to local agencies for use in calculation of local appropriation limits.

### **Vehicle License Fee Reimbursement**

The May Revision did not include an appropriation to backfill the insufficient Vehicle License Revenue shortfalls for Alpine, Mono, and San Mateo counties totaling \$36 million. This would have been the first budget to fail to include a backfill of these revenues since the passage of Proposition 1A (2004) and would have significantly impacted local programs and services. The budget provides \$36 million to reimburse local jurisdictions for Vehicle License Fee revenue shortfalls in Alpine, Mono, and San Mateo counties.

## **Health and Human Services**

### **HEALTH**

#### **Community Assistance, Recovery and Empowerment (CARE) Act**

CSAC has been continuously engaged in fiscal discussions with the Administration since last year alongside our county partners, even prior to enactment of the CARE Act, and has provided detailed fiscal estimates based on county input to support the magnitude and scope of impacts across various county entities to implement this new program.

The budget includes funding consistent with the May Revision, which represents a \$76 million increase above the initial proposal included in the Governor’s January proposal, to support implementation of the CARE Act. In total, General Fund support for state and county activities consists of \$128.9 million in 2023-24, \$234 million in 2024-25, \$290.6 million in 2025-26, nearly \$291 million in 2026-27 and annually thereafter. The \$128.9 million in 2023-24 consists of the following:

- \$67.3 million for county behavioral health department activities, which includes \$15 million General Fund one-time for Los Angeles County’s planning activities to implement on an accelerated schedule by December 1, 2023.
- \$29.4 million to the trial courts for program administration and coordination of self-help centers.
- \$22.9 million to support public defender and legal services organizations that will provide legal counsel to CARE participants.
- \$6.1 million to the Department of Health Care Services (DHCS) to support implementation activities.
- \$3.2 million to the Judicial Council to support implementation activities.

Although the updated level of funding reflects progress made through ongoing fiscal discussions with the Administration, CSAC and county partners will continue to advocate for an adequate level of funding that includes support for county counsel activities and more comprehensive coverage for county behavioral health activities to provide counties with the resources needed to successfully implement this new program.

### **California Advancing and Innovating Medi-Cal (CalAIM)**

The budget maintains the multi-billion-dollar commitment to continue efforts to transform the healthcare delivery system through CalAIM, to strengthen the Medi-Cal program by offering Californians more equitable, coordinated, and person-centered care.

### *Behavioral Health Community-Based Continuum Demonstration Renamed “BH-CONNECT”*

The budget largely maintains the \$6.1 billion over five years for DHCS and the California Department of Social Services to implement the now renamed BH-CONNECT Demonstration proposal.

DHCS plans to submit the BH-CONNECT Demonstration proposal for federal approval in the Fall of 2023. The Demonstration includes statewide and county opt-in components to expand behavioral health services and strengthen the continuum of mental health services for Medi-Cal beneficiaries living with serious mental illness and serious emotional disturbance, including federal financial participation for short-term stays in Institutions for Mental Diseases (IMD),

with a focus on children and youth, individuals experiencing or at risk of homelessness, and justice-involved individuals.

#### *Behavioral Health Payment Reform Funding*

The budget includes a one-time General Fund allocation of \$250 million for behavioral health payment reform activities in 2023-24 to support the counties' non-federal share of costs of the transition that begins on July 1, 2023. This funding level is a reduction from the \$375 million initially proposed by the Governor and approved by the Legislature, however, the budget does not require county repayment of these funds to the DHCS by June 30, 2024, as had been proposed in the Legislature's budget plan.

#### *Behavioral Health Bridge Housing Program (BHBH) Funding*

The budget increases the level of BHBH grant funding in 2023-24 from \$250 million to \$265 million from the Mental Health Services Fund (MHSF) to address the immediate housing and treatment needs of individuals experiencing unsheltered homelessness who have serious behavioral health conditions. The Governor's January budget proposed to delay the last round of BHBH grant funding of \$250 million General Fund for one year to 2024-25, however, the May Revision proposal which was adopted by the Legislature rescinded the proposed delay and replaced \$500 million of the \$1.5 billion in total BHBH Program funding with MHSF in lieu of General Fund. The MHSF will be paid from the state's portion of revenue (up to five percent of total revenues) to administer the Mental Health Services Act.

#### *988 Suicide and Crisis Lifeline*

The budget includes \$19 million in 988 State Suicide and Behavioral Health Crisis Services Fund in 2023-24 to support eligible 988 call center behavioral health crisis services. AB 118, the Health budget trailer bill, makes various changes to implementation, including the extension of the due date by one year to December 31, 2024, for recommendations to support a five-year implementation plan for a comprehensive 988 system, expanded reporting requirements, and the imposition of certain requirements on health plans and insurers regarding approval of claims for behavioral health services provided through the 988 system.

#### *LPS Data Reporting*

AB 118 revises data reporting requirements imposed by SB 929 (Chapter 529, Statutes of 2022), for individuals referred for involuntary holds under the Lanterman-Petris-Short (LPS) Act. Instead of requiring approved and designated facilities to report directly to DHCS, the facilities are required to report to county behavioral health agencies, which in turn will collect and report data at least quarterly to DHCS. AB 118 additionally authorizes DHCS to impose civil monetary penalties for a county or facility that fails to submit LPS hold data timely or as otherwise required.

## **Medi-Cal**

The budget approves continued implementation of significant investments made to date in the Medi-Cal program, including the expansion of benefits to adults regardless of immigration status, and provides for additional future investments in the program. Medi-Cal is projected to cover approximately 14.2 million individuals in 2023-24—more than one-third of the state’s population.

### *Managed Care Organization (MCO) Provider Tax*

AB 119 specifies the renewal of an enrollment-based tax on managed care organizations effective April 1, 2023, through December 31, 2026, subject to federal approval, resulting in an estimated net General Fund benefit of \$19.4 billion over the tax period to be used to maintain the Medi-Cal program and support increased investments.

The budget anticipates:

- Using \$8.3 billion as a General Fund backfill to address budget shortfalls in 2023-24 and subsequent years, and
- Transferring \$11.1 billion to the Medi-Cal Provider Payment Reserve Fund for investments in the Medi-Cal program, including provider reimbursement rate increases, support for financially distressed hospitals, workforce development programs, and other investments. To implement the renewed MCO provider tax effective April 1, DHCS must submit the MCO provider tax renewal proposal to the federal Centers for Medicare & Medicaid Services (CMS) by June 30, 2023.

### *Medi-Cal Provider Rate Increases*

No sooner than January 1, 2024, or on the effective date of federal approval of the MCO provider tax as required, AB 118 specifies increases to provider reimbursement rates to at least 87.5 percent of Medicare for primary care, obstetric care, doula services and non-specialty mental health services. Payments are to be supported by MCO provider tax revenue or other state funds appropriated to DHCS for this purpose.

As part of the 2024-25 Governor’s Budget, DHCS is required to submit to the Legislature a plan for targeted increases in specified domains to Medi-Cal payments or other investments that are designed to advance access, quality and equity for Medi-Cal beneficiaries and promote greater provider participation.

### *Distressed Hospital Loan Program*

In addition to the \$150 million one-time General Fund provided for the Distressed Hospital Loan Program by AB 112 (Chapter 6, Statutes of 2023) budget authorizes the transfer of up to \$150

million from the Medi-Cal Provider Payment Reserve Fund (to be supported by MCO provider tax revenue), to the Program in 2023-24. Should there be a delay in federal approval of the revised MCO provider tax, AB 118 specifies the Director of Finance may authorize a short-term loan of up to \$150 million from the General Fund for the Program.

The Distressed Hospital Loan Program will provide interest-free cashflow loans to not-for-profit hospitals and public hospitals in significant financial distress or to governmental entities representing a closed hospital, for purposes of preventing the closure of, or facilitating the reopening of, those hospitals.

#### *Small and Rural Hospital Relief Program*

AB 118 specifies the transfer or appropriation in the annual budget act of \$50 million from the Medi-Cal Provider Payment Reserve Fund (to be supported by MCO provider tax revenue) to the Small and Rural Hospital Relief Fund in 2023-24 for seismic assessment and construction. Should there be a delay in federal approval of the revised MCO provider tax, AB 118 specifies the Director of Finance may authorize a short-term loan of up to \$50 million from the General Fund for the Program.

#### *Whole Child Model Program Expansion*

The budget expands DHCS' existing authority to establish a Whole Child Model (WCM) program to additional counties. No sooner than January 1, 2025, DHCS is authorized to establish a WCM program for Medi-Cal eligible California Children's Services (CCS) children and youth enrolled in a managed care plan served by a county organized health system (COHS) or Regional Health Authority in the following counties: Butte, Colusa, Glenn, Nevada, Placer, Plumas, Sierra, Sutter, Tehama, Yuba, Mariposa, and San Benito. AB 118 additionally extends the operation of the WCM Stakeholder Advisory Group for three years until December 31, 2026.

#### *Delayed Implementation of AB 1051 – Presumptive Transfer of Foster Youth*

The budget delays the implementation of AB 1051 (Chapter 402, Statutes of 2022) by one year from July 1, 2023, to July 1, 2024, to ensure that counties and providers are prepared to implement the changes to the presumptive transfer process of foster youth temporarily placed in a short term residential therapeutic program (STRTP) outside of their county of origin, including critical system updates to streamline payments between counties for services rendered through presumptive transfer. This change is consistent with the provisions of AB 551 (Bennett), an urgency measure moving through the legislative process that CSAC supports.

### **Public Health**

#### *Local Public Health Infrastructure Investment Maintained*

The budget maintains the \$200 million in ongoing General Fund to local health jurisdictions that is critically needed to address vital public health priorities such as modernizing local public



health infrastructure and bolstering public health staffing. The budget also maintains an additional \$100 million in ongoing General Fund to support increased state public health capacity in foundational areas such as emergency preparedness and response and workforce development and training.

#### *Public Health Workforce Investments Restored*

The budget maintains the \$75.6 million General Fund in public health workforce development and training programs approved in the 2022 Budget Act that the Governor's Budget in January proposed to reduce by nearly \$50 million. CSAC, as part of the California Can't Wait Coalition, advocated against this reduction throughout the budget process. The May Revision and the Legislature's budget plan rescinded the proposed reduction that would have impacted all or some of the following programs: Public Health Workforce Career Ladder Education and Development, California Public Health Pathways Training Corps, California Microbiologist Training, Public Health Lab Aspire, and the California Epidemiologic Investigation Service.

### **HUMAN SERVICES**

#### **In-Home Supportive Services (IHSS)**

##### *IHSS Collective Bargaining Realignment Withholding*

AB 120 would increase the existing penalty related to IHSS collective bargaining. Under current law, a county can be subject to a Realignment withholding if a series of four conditions are met related to IHSS collective bargaining. The penalty amount is 7 percent of the county's 2020-21 IHSS Maintenance of Effort (MOE) amount and is assessed one-time. AB 120 would increase that penalty amount to 10 percent of the county's prior year MOE amount and apply the penalty every year until a collective bargaining agreement is reached.

The four conditions that need to be met before a penalty is assessed would remain the same:

- A county and provider union have completed the full IHSS mediation and fact-finding process.
- The fact-finding panel has issued recommended settlement terms that are more favorable to the union.
- The county has an expired IHSS collective bargaining agreement.
- The county and union have not reached an agreement within 90 days after the release of the fact-finding recommendations.

This language was amended into the human services trailer bill with no public input, no consultation with counties, and without ever being discussed at a budget hearing in 2023 or included in the Legislature's or Governor's budget proposals. CSAC is strongly opposed to this increased penalty and engaged immediately when we became aware of this proposal. We detailed our opposition in this [county coalition letter](#).

# ACTION

### *IHSS Statewide Collective Bargaining Analysis*

The budget directs the California Department of Social Services (CDSS) to conduct an analysis of transitioning IHSS collective bargaining to a statewide or regional approach. This language is the result of a legislative budget priority that presents an alternate path forward for AB 1672 (Haney) that is sponsored by IHSS provider unions SEIU and UDW. The sponsors have indicated that AB 1672 will become a two-year bill with the inclusion of this Budget Bill Language (BBL).

CDSS must issue this analysis to the legislative budget committees by January 1, 2025. They will consult with the relevant state departments; must convene a stakeholder process that includes IHSS provider unions, CSAC, the California Association of Public Authorities (CAPA), and the County Welfare Directors Association of California (CWDA); and must consult with IHSS consumer organizations. CDSS can hire a consultant for this analysis. The analysis will look at how much statewide bargaining would cost for wage increases, impacts on workforce, impacts on the realignment structure, and what fund sources would be available for statewide or regional bargaining.

CSAC has proactively engaged on AB 1672 and this BBL to make clear that if collective bargaining were to transfer to the state, it should do so in a manner that works effectively for all entities involved including counties. Our early engagement on the BBL helped ensure that CSAC, CAPA, and CWDA were specifically included in the stakeholder process. CSAC has expressed concerns about the specific references to the Realignment structure and Realignment as a potential funding source. The Administration has indicated that all funding sources are on the table despite only Realignment being cited in the BBL.

### *IHSS Wage Supplement*

AB 120 makes changes to IHSS wage supplement language enacted in a 2018 IHSS clean-up bill. This language established different applications of the wage supplement for when a wage supplement was used to swap amounts between IHSS wages and health benefits. It ultimately ended up applying to only one increase in one county. With the language in AB 120, the wage supplement applications will now work the same in all situations and no changes are occurring to how the wage supplement works for all other increases in all counties. The Department of Finance consulted with CSAC, CAPA, and CWDA on this language and our organizations have no concerns.

## **CalFresh**

### *County Administration*

The budget adopts the Governor's May Revision proposal to revise the budgeting methodology for county administration of the CalFresh program. This includes an additional \$406.5 million (\$159.5 million General Fund; \$192.5 million federal funds; and \$54.5 million county funds) in 2023-24. The new budgeting methodology is the result of several years of county advocacy and

engagement and will more accurately reflect county costs while assisting counties in keeping up with increased demand and new program requirements.

#### *CalFresh Minimum Nutrition Benefit Pilot Program*

AB 120 initiates the CalFresh Minimum Nutrition Benefit Pilot Program. This pilot program would provide state-funded nutrition benefits to eligible households receiving less than \$50 per month. The state benefits would be added to the federal benefits to get households to at least \$50 per month in total nutrition benefits. The budget includes \$915,000 General Fund in 2023-24 for automation and implementation costs necessary for CDSS to initiate the pilot program and \$15 million in 2024-25 to implement the pilot program. AB 120 requires CDSS to consult with counties and other stakeholders to identify and prioritize populations or regions with persistently high levels of hunger and requires these benefits to be delivered through the EBT system.

### **California Work Opportunity and Responsibilities to Kids (CalWORKS)**

#### *Maximum Aid Payments*

The 2022 Budget Act provided a 10 percent increase for the CalWORKS maximum aid payments but included an expiration date of September 30, 2024. AB 120 removes the expiration date, making the 10 percent increase permanent.

### **Child Care**

The budget includes a total of \$1.4 billion to supplement reimbursement rates for subsidized child care providers, inclusive of ongoing collective bargaining between the state and Child Care Providers United. AB 116 creates a new family fee structure beginning October 1, 2023. Families below 75 percent of the state median income will pay no fee for subsidized child care, and families at or above 75 percent of the state median income will pay fees capped at one percent of monthly income. Additionally, AB 116 allows family fees accrued but uncollected prior to October 1, 2023, to be forgiven.

### **Foster Care**

#### *Housing Supplement for Foster Youth in Supervised Independent Living Placements (SILPs)*

The budget includes \$1 million in 2023-24, \$200,000 in 2024-25, and \$18.8 million in 2025-26 and ongoing to create a housing supplement to the basic rate paid for a nonminor dependent placed in a SILP. The monthly housing supplement payment will be added to the rate paid to a nonminor dependent and prorated based on the number of days in a month the dependent is in a placement eligible for the supplement. AB 120 requires CDSS to work with CWDA and

CalSAWS to develop and implement the necessary system changes to implement the housing supplement. In addition, AB 120 requires CDSS to calculate the housing supplement by November 1 of each year and inform county welfare agencies in July of the following year of the amount of the supplement.

Earlier this year, CSAC [supported AB 525 \(Ting\)](#), which would have created a supplemental housing payment for nonminor dependent foster youth placed in SILPs. AB 525 was held in Assembly Appropriations Committee, so CSAC is pleased to see this housing supplement included in the budget.

*This item is one of the handful of budget trailer bills that has been agreed upon by the Legislature and Administration, however, it is still pending passage. The vote is currently scheduled for June 29, 2023.*

## Homelessness

### **Homeless Housing, Assistance and Prevention (HHAP) Program**

The Housing and Homelessness budget trailer bill, AB/SB 129, contains significant changes to the HHAP program. Many of the provisions are consistent with the AT HOME plan and reflect the advocacy of CSAC, counties, and partner organizations. The required regional collaboration, comprehensive homelessness plan development, and the identification of specific roles and responsibilities for each jurisdiction will help further efforts toward the establishment of a comprehensive homelessness response system. Unfortunately, there is no commitment to ongoing funding for the HHAP program. This lack of multi-year funding will limit the effectiveness of these new provisions and hinder the ability of local governments to make long-term progress to address homelessness. CSAC has already started to engage with the Administration on implementation related to tools, resources, and timeline considerations needed to effectively comply with these program changes.

Below is a summary of the key highlights of the HHAP program language in AB/SB 129.

#### HHAP Funding Amounts

The budget provides funding for HHAP in 2023-24 without an ongoing funding commitment.

- Establishes Round 5 of the HHAP Program to be funded at \$1 billion in 2023-24
- States legislative intent to provide funding for the HHAP program in 2024-25
- Makes one percent of funding (after state administrative costs) available to develop required regional plans
- Provides 80 percent of funding as base allocations

- Maintains existing HHAP distribution ratios for big cities, continuums of care (CoCs), and counties (42%, 30% and 28% respectively)
- Applicants have the option of designating another applicant in their region to serve as the fiscal agent for administration of the funding
- Eliminates bonus funding
- Sets aside 17 percent as supplemental support for Homekey
- Provides two percent for tribal applicants
- Advances redeployment of bonus funding allocated in prior years as supplemental HHAP funding

### Required Regional Plan

The trailer bill includes new requirements for regional coordination, comprehensive plan development, and identification of roles and responsibilities.

- Requires counties, big cities, and CoCs to apply as part of a region, to coordinate on the development and submission of a regionally coordinated homelessness action plan, and to be a signatory on the plan
- The plan must include:
  - Identification of roles and responsibilities for all participating jurisdictions regarding outreach and site coordination, siting and use of available land, the development of shelter, interim, and permanent housing options, and the coordination and connection to the delivery of services
    - Small cities (those with population under 300,000) may elect to engage and collaborate on the plan and will have roles and responsibilities identified
  - System performance metrics on a range on homelessness metrics
  - Key action towards accomplishing performance metrics including sources of funding, lead entity on each step, timeframe, and how to measure success.
  - List of actions to prevent individuals falling into homelessness as they exit institutional settings
  - Explanation of how each jurisdiction is using the list of identified federal, state, and local homelessness funding
  - Explanation of how region is connecting individuals to eligible wrap around services
  - Actions to address racial and gender equity
- The plan development shall include a public stakeholder process with at least three public meetings
- Specific entities invited to the plan development include those with lived experience, local department leaders, service providers, managed care plans, and street medicine providers

- Requires the HHAP application to be available by September 30, 2023, and for the regional plan to be due no later than 180 days from the date the application is available.

### Uses of HHAP Funding

The trailer bill lists a broad range of eligible uses of HHAP funding in three categories.

- Reorganizes and expands uses of HHAP funding into three major categories – (1) Permanent housing solutions; (2) Interim housing solutions; and (3) Services for people experiencing homelessness
- Applicants must demonstrate that the region has dedicated resources to permanent housing prior to using funding for new interim housing solutions
- Permanent housing solutions include rental subsidies, landlord incentives, move-in expenses, operating subsidies, rapid rehousing, diversion support programs, services for people in permanent housing, and capital for permanent housing
- Interim housing solutions include navigation centers, operating expenses in existing congregate care sites, operating expenses in new and existing non-congregate care sites, motel or hotel vouchers, services to people in interim housing, capital funding for new non congregate shelter sites, capital funding for clinically enhanced shelter sites, and youth-focused services in transitional housing
- Services for people experiencing homelessness include street outreach, services coordination, systems support, and improvements to emergency shelters
- Applicants are allowed to use funding for additional purposes with approval of Council

### Accountability Provisions

The trailer bill includes mechanisms for the California Interagency Council on Homelessness (Cal ICH) to monitor progress, provide technical assistance, and potentially withhold funding until improvement.

- Counties, CoCs, and big cities within a region must sign an MOU, while small cities may also sign and commit to participation
- The second installment (50% of the base allocation) will be contingent on submission of a regional plan update
- The council may withhold the second installment from a jurisdiction that repeatedly fails to take action as specified in the regional plan or that takes action adverse to achieving the objectives of the plan until the jurisdiction comes into compliance
- The council shall provide technical assistance to jurisdictions to help ensure compliance
- The council may monitor expenditures and programmatic activities to ensure compliance

### Supplemental Funding

The trailer bill establishes additional requirements for eligibility for the Homekey set aside and redeployed bonus funding.

- In 2023-24, \$100 million will be provided to Round 5 applicants as supplemental funding to applicants upon approval of regional plan
- In 2024-25, \$260 million will be provided to Round 5 applicants as supplemental funding as long as applicants have an approved regional plan and counties and cities demonstrate that they have a compliant housing element
- For the supplemental Homekey funding, a city or county must have an approved regional plan and demonstrate that they have a compliant housing element in order to apply

### **Emergency Sleeping Cabins**

Earlier this year, Governor Newsom announced the state procurement of 1,200 tiny homes and sleeping cabins to serve people experiencing homelessness. AB 127 authorizes the Department of General Services (DGS) to assist local governments with the delivery and installation of these units in select cities in counties that have declared a shelter crisis. These units will be delivered to the County of Sacramento, the County of San Diego, the City of San Jose, and the City of Los Angeles. DGS will enter into written transfer agreements with these jurisdictions that require the units to be compliant with Housing First principles, low-barrier, service-enriched, and focused on moving people into permanent housing.

## **Housing, Land Use, and Transportation**

### **HOUSING AND LAND USE**

In contrast to proposed cuts to a variety of housing programs in the Governor’s January budget proposal and the May Revision, the budget continues some level of funding provided in prior budgets or augments funding for specific housing programs. In addition, the housing budget trailer bill ([AB 129](#)) will move most grant programs related to homelessness to the California Housing and Community Development Department (HCD).

### **Investments in Affordable Housing and Homeownership**

- \$100 million to HCD for the Multi-Family Housing Program, which provides resources for affordable housing development.
- \$50 million for the CalHOME affordable housing retention and rehabilitation program in 2023-24, which represents \$50 million reduction for the program.
- \$50 million to continue to fund the Accessory Dwelling Unit Program appropriated in the 2022-23 (AB 178, Chapter No. 45, Statutes of 2022). The Governor’s January budget proposal had planned to eliminate all funding for this program.

# ACTION

- \$500 million to continue to fund the California Dream for All first-time home buyer assistance program, which was provided in the 2022-23 budget. The Governor’s January budget proposal had planned to eliminate all funding for this program.
- \$82.5 million in new resources for the Foreclosure Intervention Housing Prevention Program. Further intent language was provided indicating a desire to allocate \$85 million for 2024-25, \$100 million for 2025-26, and \$62.5 million for 2026-27.

### **Housing Budget Trailer Bill**

AB 129 adopts language for the Homeless Housing, Assistance and Prevention Program (HHAPP) Rounds 5 program, *please see the Health and Human Services section for an update on HHAPP.*

The trailer bill makes a number of technical changes to HCD that includes the transition of the HHAPP grant program and other grant programs from the Interagency Council on Homelessness to HCD, removes the California Housing Finance Agency (CalHFA) from within HCD, and continues CalHFA within the Business, Consumer Services and Housing Agency.

The bill also requires HCD, instead of the California Department of Finance, to publish the list of programs that must award pro-housing jurisdictions additional points or preferences on its website. Additionally, AB 129 requires HCD instead of the Department of Finance to publish a list of programs, if any, where eligibility for funding is contingent upon the jurisdiction having adopted a housing element. Finally, the bill establishes the Employee Housing Regulation Fund and requires HCD to deposit monies collected pursuant to the Employee Housing Act into the fund.

*In addition, AB 129 includes the following components:*

- *Low Income Housing Tax Credit Rural Definition* - Revises the criteria for a rural area to be eligible for financing a multifamily housing program pursuant to Part 3560.1 of Title 7 of the Code of Federal Regulations as it read on January 1, 2023, or successor program, of United States Department of Agriculture Rural Development.
- *Middle Class Housing Act of 2022* - Requires exempted parcels to be subject to an ordinance that allows for development by right when a local agency reallocates the residential density from that exempt parcel.
- *Affordable Housing and High Road Jobs Act of 2022* - Clarifies the procedures for local governments to exempt specified parcels from provision of the law in a manner that results in no net loss of development capacity in the jurisdiction.
- *Surplus Lands Act* - Establishes a narrow exemption to the Surplus Lands Act for disposal of land acquired by a local agency that meets specified criteria including. Among a variety of provisions, the bill requires the inclusion of at least 25 percent affordable



housing on the impacted land and a requirement that the parcels are subject to a locally adopted plan and legal restrictions that predate significant amendments to the Surplus Land Act that took effect in 2020.

## **TRANSPORTATION**

The budget reverses the Governor’s January budget proposal to cut \$2 billion of capital project funding to public transit and provides \$2 billion to the California State Transportation Agency (CalSTA) for Population-Based Transit and Intercity Rail Capital Program (TIRCP). We note that in the past, this program has been a competitive grant program but now is being shifted to a population-based formula for the next two years. Specifically, the budget includes \$2 billion for 2023-24 and proposes another \$2 billion in 2024-25 to TIRCP. Additionally, the bill provides \$410 million to CalSTA for the newly created Zero Emission Transit Capital Program, specifically providing \$410 million for 2023-24, and proposing to allocate \$230 million for 2024-25, \$230 million for 2025-26, and \$230 million for 2026-27 for the new program. Receipt of funding from either program is contingent on transit entities meeting specified accountability provisions in the transportation trailer bill outlined below.

### **Transportation Budget Trailer Bill**

#### *Transit Accountability*

[SB 125](#), the transportation trailer bill requires CalSTA to develop and administer an accountability program for the distribution of funds from the Zero-Emission Transit Capital Program and the TIRCP (General Fund), requires a regional transportation planning agency to submit a regional short-term financial plan to CalSTA in order to receive the funds from these funding sources, and requires a regional transportation planning agency to submit a long-term financial plan by June 26, 2026.

A regional transportation planning agency is eligible to receive future grants under the TIRCP beginning in the 2026-27 FY, or any subsequent fiscal years, only if CalSTA approves their long-term financial plan.

#### *Transit Statutory Relief*

The transportation trailer bill continues COVID-19 relief programs previously authorized by the Legislature and creates a task force to examine ways to improve transit and increase ridership in the long term, including reforming the transportation development act.

#### *Relief to self-help counties*

# ACTION

The transportation trailer bill limits the California Department of Transportation (Caltrans) from charging self-help counties with countywide sales tax measures dedicated to transportation improvements more than 10 percent for administration indirect cost recovery.

### **Zero Emission Vehicle Package**

AB 102 appropriates \$550 million to the Greenhouse Gas Reduction Fund for the Zero Emission Vehicle Package to programs administered by the California Air Resources Board (CARB) and the California Energy Commission (CEC), which includes:

- \$80 million to CARB for Clean Cars 4 All.
- \$100 million to CEC for Equitable At-Home Charging.
- \$80 million to CARB for Drayage Trucks and Infrastructure.
- \$85 million to CEC for Drayage Trucks and Infrastructure.
- \$145 million to CEC for Clean Trucks, Buses and Off-Road Equipment.
- \$60 million to CARB/ CalSTA for Community-Based Plans, Projects and Support/Sustainable Community Strategies.

### **Energy Budget Trailer Bill**

*Embodied Carbon Emissions: Construction Materials*

[SB 123](#) amends AB 2446 (Chapter No. 352, Statutes of 2022), to delay the deadline to measure the carbon intensity of buildings/materials by 18 months from July 1, 2025, to December 31, 2026. The trailer bill language also delays the deadline to adopt strategies to reduce emissions by 40 percent from July 1, 2025, to December 31, 2028. The bill also delays the deadline to evaluate the feasibility and cost impact of the strategy from July 1, 2029, to December 1, 2029.

### **Clean Transportation**

AB 126 requires a funding allocation of 10 percent annually for hydrogen refueling stations through the Clean Transportation Program until 2030 or until there is a sufficient network of these stations to support all types of hydrogen fuel cell vehicles.

The bill also requires the State Energy Resources Conservation and Development Commission, by January 1, 2028, in consultation with CARB and the Department of Motor Vehicles, to propose to the Legislature alternative funding methodologies or fee structures for funding zero-emission vehicle infrastructure for light, medium, and heavy-duty vehicles. This proposal shall include an assessment of the economic equity of the alternatives.

*This item is part of the infrastructure package that has been agreed upon by the Legislature and Administration, however, it is still pending passage. The vote is currently scheduled for 7/5/23.*

### **Progressive Design Build, Job Order Contracting and NEPA Assessment**

SB 146 provides authority for Caltrans and the Department of Water Resources (DWR) to use the Progressive Design Build and Job Order Contracting delivery methods. Progressive design-build is a variant of the design-build contracting used by Caltrans and DWR that generally includes two phases. CSAC is co-sponsoring SB 706, which would extend progressive design-build authority for specific project types to counties and other local governments. Job order contracting is a competitively bid, fixed price, indefinite-quantity contract for the performance of minor construction, renovation, and maintenance. Counties have had the authority to use job order contracting since 1983.

The bill extends existing authority that allows the Secretary of Transportation to review and make decisions on National Environmental Protection Act (NEPA) documents for railroad, public transportation, or multimodal projects. CSAC is in support of this trailer bill.

*This item is part of the infrastructure package that has been agreed upon by the Legislature and Administration, however, it is still pending passage. The vote is currently scheduled for 7/5/23.*

### **Expedited Judicial Review, Administrative Record Reform**

SB 149 requires expedited judicial review of challenges to certain water, transportation, clean energy, and semiconductor or microelectronic projects under the California Environmental Quality Act. Notable provisions include:

- A 270-day timeline for the completion of lawsuits that challenge a projects CEQA permit.
- Clarification that a variety of internal communications are not part of the administrative record.

This bill is limited to water, transportation, energy, and electronic manufacturing projects that meet specific criteria. Additionally, the bill allows only 20 transportation projects - 10 state sponsored and 10 sponsored by local governments, that may be prioritized by the Governor to benefit from the provisions of this bill. CSAC is in support of this trailer bill.

*This item is part of the infrastructure package that has been agreed upon by the Legislature and Administration, however, it is still pending passage. The vote is currently scheduled for 7/5/23.*

# ACTION

**GUIDE TO BUDGET BILLS**

<b>Trailer Bills</b>	<b>Topic/Summary</b>
<a href="#"><u>SB 101 (Skinner)</u></a>	Budget Act of 2023 (Legislature’s Budget Plan)
<a href="#"><u>AB 102 (Ting)</u></a>	Budget Act of 2023 (Budget Bill Junior #1 – Budget Deal)
<a href="#"><u>AB 103 (Ting)</u></a>	Budget Acts of 2021 and 2022 – (Amends/Adds Items of Appropriation)
<a href="#"><u>SB 114 (Committee on Budget and Fiscal Review)</u></a>	Education finance: education omnibus budget trailer bill
<a href="#"><u>SB 115 (Committee on Budget and Fiscal Review)</u></a>	Arts and Music in Schools—Funding Guarantee and Accountability Act: local control and accountability plan electronic template
<a href="#"><u>AB 116 (Committee on Budget)</u></a>	Early childcare and education
<a href="#"><u>SB 117 (Committee on Budget and Fiscal Review)</u></a>	Higher education trailer bill
<a href="#"><u>AB 118 (Committee on Budget)</u></a>	Budget Act of 2023: health
<a href="#"><u>AB 119 (Committee on Budget)</u></a>	Medi-Cal: managed care organization provider tax
<a href="#"><u>AB 120 (Committee on Budget)</u></a>	Human services
<a href="#"><u>AB 121 (Committee on Budget)</u></a>	Developmental services
<a href="#"><u>SB 122 (Committee on Budget and Fiscal Review)</u></a>	Public Resources
<a href="#"><u>SB 123 (Committee on Budget and Fiscal Review)</u></a>	Energy 1
<a href="#"><u>SB 124 (Committee on Budget and Fiscal Review)</u></a>	Energy 2
<a href="#"><u>SB 125 (Committee on Budget and Fiscal Review)</u></a>	Transportation
<a href="#"><u>AB 126 (Reyes)</u></a>	Vehicular air pollution: Clean Transportation Program: vehicle registration and identification plate service fees: smog abatement fee: extension
<a href="#"><u>AB 127 (Committee on Budget)</u></a>	State government

<b>Trailer Bills</b>	<b>Topic/Summary</b>
<a href="#"><u>AB 128 (Committee on Budget)</u></a>	Cannabis: background checks and cannabis event organizer license type
<a href="#"><u>AB 129 (Committee on Budget)</u></a>	Housing
<a href="#"><u>AB 130 (Committee on Budget)</u></a>	Employment
<a href="#"><u>SB 131 (Committee on Budget and Fiscal Review)</u></a>	Taxation
<a href="#"><u>SB 132 (Committee on Budget and Fiscal Review)</u></a>	Income taxes: tax credits: motion pictures: occupational safety: California Film Commission
<a href="#"><u>SB 133 (Committee on Budget and Fiscal Review)</u></a>	Courts
<a href="#"><u>AB 134 (Committee on Budget)</u></a>	Public Safety
<a href="#"><u>SB 145 (Newman)</u></a>	Environmental mitigation: Department of Transportation
<a href="#"><u>SB 146 (Gonzalez)</u></a>	Public resources: infrastructure: contracting
<a href="#"><u>SB 147 (Ashby)</u></a>	Fully protected species: California Endangered Species Act: authorized take
<a href="#"><u>SB 149 (Caballero)</u></a>	Fully protected species: California Endangered Species Act: authorized take
<a href="#"><u>SB 150 (Durazo)</u></a>	Construction: workforce development: public contracts



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**Departments: Public Works**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Paul Roten, Public Works Director

**SUBJECT** Resolution to Ratify Contract for Bridgeport Banner

**AGENDA DESCRIPTION:**

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

Proposed resolution ratifying contract for the Bridgeport Banner.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Paul Roten

**PHONE/EMAIL:** 7909325440 / proten@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Bridgeport Banner Ratify Staff</a>
<a href="#">Resolution Banner Ratify</a>
<a href="#">Bridgeport Banner Contract with Spiess</a>

**History**

Time	Who	Approval
7/4/2023 6:30 AM	County Counsel	Yes
7/6/2023 3:14 PM	Finance	Yes

7/6/2023 4:44 PM

County Administrative Office

Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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**Date:** July 11, 2023  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Paul Roten, Public Works Director  
**Re:** Resolution to Ratify Contract for Bridgeport Banner

## **Background:**

The creation of the banner structure over US Highway 395 in Bridgeport has been a longstanding community request, with more than a decade's worth of community discussion and advocacy. The Bridgeport County Service Area 5 began investing funds into the pre-development costs for the banner, including a site survey, materials, testing, and engineering design.

In May of 2021, the Board authorized County entry into a Maintenance Agreement with Caltrans, in support of the project. The Project Bid Package was mid-development when Caltrans unveiled the 'Clean California' Program, and the Bridgeport Banner Project was identified as a project that would meet the beautification goals of the Clean California Program.

In June of 2022 a Cooperative Agreement was signed for a total funding amount of \$197,000 for the project. In December of 2022 Mono County advertised the project for bid. One bid was received and by Spiess Construction Company, Inc, for an amount of \$306,275. In February of 2023 an increase in the allotted amount for the co-operative agreement was authorized by the California Department of Transportation to an allotted amount of \$322,000. In March of 2023, the Public Works Director signed a contract with Spiess Construction to complete the Bridgeport Banner Project.

## **Discussion:**

The Public Works Director signed the contract with Spiess Construction to stay within expected time frames related to the bidding process. The project has numerous long lead items that had to be fabricated offsite to allow a timely construction process, which have now been completed. No construction has occurred at this time due to the high-water tables being experienced at the location. Construction will begin when water tables are at an acceptable level. The signed contract remains less than the Amended allotted amount of the agreement between the California Department of Transportation and the County of Mono signed by the Chief Administrative Officer.

Please contact me at 760-709-0427 or by email at [proten@mono.ca.gov](mailto:proten@mono.ca.gov) if you have any questions regarding this project.

Respectfully submitted,

Paul Roten,  
Public Works Director

Attachments: Resolution  
Contract





R23-\_\_

**A RESOLUTION OF THE  
MONO COUNTY BOARD OF SUPERVISORS  
TO APPROVE THE AGREEMENT AND TO RATIFY THE SIGNATURE  
BY THE PUBLIC WORKS DIRECTOR ON SAID  
AGREEMENT BETWEEN COUNTY OF MONO AND SPIESS CONSTRUCTION CO.,  
INC FOR THE CONSTRUCTION OF THE BRIDGEPORT BANNER  
IN THE AMOUNT OF THREE HUNDRED AND SIX THOUSAND TWO HUNDRED  
AND SEVENTY-FIVE AND NO/100 DOLLARS.**

**WHEREAS**, Mono County was awarded funding for the Bridgeport Banner Project via the Clean CA Grant Program in 2021.

**WHEREAS**, in May 2021, the Board of Supervisors authorized County entry into a Maintenance Agreement with Caltrans, in support of the Bridgeport Banner Project. The project specific maintenance agreement (Mno-395-PM 76.58) was signed by the Board and Caltrans with an effective date of October 21, 2021.

**WHEREAS**, on June 7, 2022, the Mono County Board of Supervisors approved and authorized the CAO to sign Cooperative Agreement 09-0304 with Caltrans providing Clean California funding in the amount of \$197,000 for an Overhead Banner at Sinclair Street, across US Highway 395 in Bridgeport, CA.

**WHEREAS**, on December 6, 2022, the Board of Supervisors approved via Minute Order 22-236, authorization to bid the Bridgeport Banner Project (Project No. 9565) including authorization for the Public Works Director to execute a contract with the lowest responsible bidder in an amount less than or equal to allotted project funds of \$197,000. Furthermore, Minute Order 22-236 authorized the Public Works Director, in consultation with County Counsel, to administer the contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority.

**WHEREAS**, the Bridgeport Banner Project was bid on Mono County's Bid Management System from December 7 to January 19, 2023 whence one bid by Spiess Construction Company was received by Mono County to complete the Bridgeport Banner Project in the total project amount of \$306,275.

**WHEREAS**, in February of 2023 an increase in the allotted amount for the co-operative agreement was authorized by the California Department of Transportation. Amendment No. 1 to the Cooperative Agreement 09-0304 was executed by the Mono County Chief Administrative

1 Officer and the California Department of Transportation providing additional Clean California  
2 grant funding with a final execution date of March 9, 2023. Total allotted funding per the  
3 Amendment is \$323,000 including \$307,000 in Construction Capital and \$15,000 in  
4 Construction Support.

4 **WHEREAS**, on March 6, 2023, a construction contract agreement was executed by the  
5 Mono County Public Works Director and Spiess Construction Company Co., Inc. to complete  
6 the Bridgeport Banner Project for a contract amount of \$306,275.

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

- 9 1. The foregoing recitals are true and correct.
- 10 2. The Mono County Board Of Supervisors here by resolves to approve the  
11 agreement and ratify the signature by the Public Works Director on said  
12 agreement between County Of Mono and Spiess Construction Co., Inc. For The  
13 Construction Of The Bridgeport Banner In The Amount Of Three Hundred And  
14 Six Thousand Two Hundred And Seventy-Five And No/100 Dollars.

15 **PASSED, APPROVED** and **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
16 by the following vote, to wit:

17 **AYES:**

18 **NOES:**

19 **ABSENT:**

20 **ABSTAIN:**

24 \_\_\_\_\_  
25 Rhonda Duggan, Chair  
26 Mono County Board of Supervisors

27 **ATTEST:**

**APPROVED AS TO FORM:**

30 \_\_\_\_\_  
31 Clerk of the Board

30 \_\_\_\_\_  
31 County Counsel

**AGREEMENT BETWEEN COUNTY OF MONO AND  
SPIESS CONSTRUCTION CO., INC FOR THE  
CONSTRUCTION OF THE BRIDGEPORT BANNER  
PROJECT NO. 9565**

**INTRODUCTION**

WHEREAS, the County of Mono (“County”) may have the need for the construction services of Spiess Construction Co., Inc, of Santa Maria, CA (“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 applicable Exhibit shall govern.

## 2. TERM

The term of this Agreement shall be from March 1, 2023 to March 1, 2024 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 \$306,275, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "Contract Limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-nine dollars (\$1,499.00).

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

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

**4. WORK SCHEDULE**

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

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

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

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

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

## 7. COUNTY PROPERTY

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

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

## 8. INSURANCE

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$5,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such 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. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

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

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and

\$2,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the

Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 9. 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.



## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.**

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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.

#### **19. 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.

**20. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION**

The ability of County to enter 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.

**22. AMENDMENT AND MODIFICATION**

This Agreement may be amended or modified by the mutual consent of the Parties, if such amendment or modification 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.

**23. 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><b>If to County:</b>  Mono County Public Works Department  Attn: Valentine Vega  P.O. Box 457  Bridgeport, CA 93517  Phone: 760 932-5446  Email: vvega@mono.ca.gov</p>	<p><b>If to Contractor:</b>  Spiess Construction Co., Inc.  Attn: Scott Coleman  P.O. Box 2849 Santa Maria, CA 93457  (805) 937-5859  info@sccitanks.com</p>
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**25. COUNTERPARTS**

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

**26. GOVERNING LAW; VENUE**

This Agreement shall be interpreted under the laws of the State of California. Exclusive venue for any legal action shall be Mono County, California


**27. 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** 6 **DAY OF** March, **20**<sup>23</sup>.

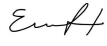
**COUNTY OF MONO**

**Spiess Construction Co., Inc.**

By:   
Name: Paul Roten  
Title: Public Works Director  
Dated: 03/06/2023

By:  Scott A. Coleman (Mar 6, 2023 10:27 PST)  
Name: Scott Coleman  
Title: President  
Dated: 03/06/2023

APPROVED AS TO FORM:

  
Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:

  
Mono County Risk Manager

# ATTACHMENT A

## AGREEMENT BETWEEN COUNTY OF MONO AND SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE BRIDGEPORT BANNER PROJECT NO. 9565

### TERM:

**FROM:** March 1, 2023

**TO:** March 1, 2024

### SCOPE OF WORK:

County has selected, and Contractor shall construct, project Bid Items 1 through 11 set forth in project manual and included in Attachment B of this agreement.

The BRIDGEPORT BANNER Project (hereinafter referred to as the project) is for the purpose of constructing a banner over U.S. Highway 395 on cross street Sinclair Street in Bridgeport, California. The banner project construction will include material procurement, prefabrication of materials, painting of materials, installation of two Cast-In-Drilled-Hole (CIDH) concrete piles to support the two banner columns, installation of columns, and installation of all applicable banner cables, hardware, and fixtures. In addition to the construction of the banner structure, a portion of the existing sidewalk, curb and gutter, cross gutter, and accessible ramp at the northeasterly Sinclair Street intersection with Highway 395 will be removed and realigned. This will require demolition of existing facilities and reconstruction of new facilities at this location. Note, removal of an existing overhead suspension cables and wood post and tree trimming will be required as part of the demolition work of existing facilities.

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. Construction of the CIDH piles shall be per an approved installation plan to be provided by the contractor. Refer to Section 40 of the Project Specifications for CIDH pile installation plan requirements, inspection requirements, and other CIDH pile construction requirements.

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 at the time of bid of this project, 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. All work shall be completed within **Thirty (30) working days** of the start of construction date stated in the Notice to Proceed issued by the County. 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 SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE BRIDGEPORT BANNER PROJECT NO. 9565**

### **TERM:**

**FROM:** March 1, 2023

**TO:** March 1, 2024

### **SCHEDULE OF FEES:**

See Bid Schedule, attached hereto and incorporated herein as Attachment B2. As specified in Paragraph 3.D of the Agreement, the total project cost shall not exceed \$306,275.00 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 SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE BRIDGEPORT BANNER PROJECT NO. 9565

#### BID SCHEDULE BRIDGEPORT BANNER PROJECT PROJECT NO. 9565

GENERAL				BID ITEMS		
ITEM NO.	SPEC REF	ITEM	QTY	UNITS	PRICE PER UNIT	ITEM PRICE
1	8	MOBILIZATION	1	LS	\$17,000.00	\$ 17,000.00
2	12	TRAFFIC CONTROL	1	LS	\$42,000.00	\$ 42,000.00

COLUMN PILE FOUNDATIONS				BID ITEMS		
ITEM NO.	SPEC REF	ITEM	QTY	UNITS	PRICE PER UNIT	ITEM PRICE
3	40	CAST-IN-DRILLED-HOLE (CIDH) CONCRETE PILE (3' Dia x 14' Depth)	2	EACH	\$56,000.00	\$ 112,000.00

EXISTING FACILITIES SITE WORK				BID ITEMS		
ITEM NO.	SPEC REF	ITEM	QTY	UNITS	PRICE PER UNIT	ITEM PRICE
4	15	EXISTING FACILITIES - SITE DEMOLITION	1	LS	\$31,000.00	\$ 31,000.00
5	73	CURB & GUTTER (TYPE A2)	35	LF	\$ 175.00	\$ 6,125.00
6	73	CONCRETE SIDEWALK	131	SF	\$ 25.00	\$ 3,275.00
7	73	ACCESSIBLE RAMP	1	LS	\$ 8,000.00	\$ 8,000.00
8	73	CONCRETE CROSS GUTTER	25	SF	\$ 135.00	\$ 3,375.00
9	73	RESET UTILITY VALVE CAP / COLLAR (CONTIGENCY)	1	EA	\$ 1,000.00	\$ 1,000.00
10	39	HOT MIX ASPHALT (PATCH)	1	LS	\$ 7,500.00	\$ 7,500.00

BANNER STEEL STRUCTURE INSTALLATION				BID ITEMS		
ITEM NO.	SPEC REF	ITEM	QTY	UNITS	PRICE PER UNIT	ITEM PRICE
11	78	INSTALLATION OF UPPER COLUMNS, PLATES, WIRE ROPES, HARDWARE, AND FIXTURES	1	LS	\$75,000.00	\$ 75,000.00

<b>BIDDER'S TOTAL PROJECT COST</b> <b>(BID ITEMS 1 THROUGH 11)</b> County will use this total to compare bids and determine apparent low bidder.	<b>\$ 306,275.00</b>
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# EXHIBIT 1

## AGREEMENT BETWEEN COUNTY OF MONO AND SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE BRIDGEPORT BANNER PROJECT NO. 9565

### GENERAL CONDITIONS

#### SECTION 1. GENERAL

##### 1.1 DEFINITIONS AND TERMS.

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

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

- K. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.
- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2015 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2015 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

## **1.2 ORDER OF PRECEDENCE OF DOCUMENTS.**

In the event of a conflict between the Agreement (including any attachment or exhibit thereto); the Invitation for Bids and Instructions to Bidders; the Project Plans; the Technical Specifications; the 2018 State of California, Department of Transportation, Standard Specifications; and the Quality Assurance Program (QAP), the Contractor shall immediately notify the County. The County shall have the sole discretion to resolve any such conflict by deciding which document or provision shall govern.

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

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

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents,

businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

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

Mono County Sheriff's Department  
Southern CA Edison  
Bridgeport Fire Protection District  
Amerigas  
Bridgeport Public Utilities

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

## **2.2 OTHER PROJECTS.**

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

## **2.3 PROTECTION OF PROPERTY.**

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

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

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

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

#### **2.4 ENVIRONMENTAL PROTECTION.**

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

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

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

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

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

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

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

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

#### **3.1 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a

proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

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

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

### **3.3 APPLICABILITY TO SUBCONTRACTORS**

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

### **3.4 QUARTERLY DISCLOSURES**

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

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

## **SECTION 4. SUBCONTRACTORS**

### **4.1 SUBCONTRACTING**

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

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

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

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



County upon its request.

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

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

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

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

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

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

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

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

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

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

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

noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

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

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

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

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

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

#### **5.2 PROSECUTION AND PROGRESS.**

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

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

#### **5.3 ORDER OF WORK.**

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

## SECTION 6. PROJECT ADMINISTRATION

### 6.1 GENERAL.

**Changes and Extra Work:** The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

#### **Control of Work:**

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

### 6.2 OMITTED ITEMS.

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

### 6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employment.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

### 6.4 CONTRACTOR PERSONNEL.

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

#### **6.5 METHODS AND EQUIPMENT.**

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

#### **6.6 PARTIAL PAYMENTS.**

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

#### **6.7 FINAL ACCEPTANCE.**

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

#### **6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.**

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

## **6.9 FORCE MAJEURE.**

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

## **6.10 WARRANTY AND GUARANTEE.**

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious

loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

## **SECTION 7: TERMINATION**

### **7.1 TERMINATION BY CONTRACTOR.**

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

### **7.2 TERMINATION BY COUNTY FOR CAUSE.**

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.

4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled “Force Majeure”, the County will have the right to terminate the Contract for cause or the Contractor’s right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor’s right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.3 TERMINATION BY COUNTY FOR CONVENIENCE.**

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4. Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.4 PAYMENT ADJUSTMENT FOR TERMINATION.**

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same.



## **SECTION 8. MATERIALS**

### **8.1 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS.**

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an “or equal” item approved by the Engineer and installed or applied by Contractor.

### **8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.**

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its “Approved Equal.” The words “Or Equal” or “Approved Equal” shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

### **8.3 STORAGE OF MATERIALS.**

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner’s or lessee’s permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

## **SECTION 9. CONSTRUCTION DETAILS**

### **9.1 ORDER OF WORK.**

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

### **9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.**

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **NO** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

### **9.3 CONSTRUCTION SITE NUISANCE.**

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

### **9.4 PUBLIC CONVENIENCE AND SAFETY.**

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

### **9.5 HIGHWAY CONSTRUCTION EQUIPMENT.**

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

### **9.6 PERMITS.**

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

### **9.7 CONSTRUCTION LAYOUT AND STAKES.**

If specified on the plans, the Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible

for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

## **9.8 TESTING AND INSPECTIONS.**

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

## **9.9 CONTRACTOR QUALITY CONTROL.**

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

## **9.10 INSPECTION OF THE WORK.**

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

## **9.11 RETEST OF WORK.**

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

## **9.12 MAINTENANCE DURING CONSTRUCTION.**

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various

Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

## **SECTION 10. OPERATIONS AND SAFETY**

### **10.1 TEMPORARY CONTRACTOR FACILITIES.**

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

### **10.2 BORROW, DISPOSAL AND MATERIAL SITES.**

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

### **10.3 WATER SUPPLY.**

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

#### **10.4 EXISTING FACILITIES.**

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

### **SECTION 11. PROGRESS MEETINGS**

#### **11.1 WEEKLY PROGRESS MEETINGS.**

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable timeframes.

#### **11.2 ATTENDEES.**

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

### **SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES**

#### **14.1 BEGINNING OF WORK AND TIME OF COMPLETION.**

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of **Thirty (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 **\$1,500.00 per day** as liquidated damages, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual, Chapter 12, page 17-18, available at <http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch12.pdf>.

### **14.3 BREACH.**

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time-frame may be deemed by the County as a breach of contract.

## **SECTION 15. PROJECT CLOSEOUT**

### **15.1 "As-Built" Drawings.**

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

## EXHIBIT 2

### AGREEMENT BETWEEN COUNTY OF MONO AND SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE BRIDGEPORT BANNER

#### PREVAILING WAGES AS OF: December 7, 2022

##### 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 BRIDGEPORT BANNER 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 apprentice able 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. "Apprentice able craft or trade," as used in this section, means a craft or trade determined as an apprentice able 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 apprentice able 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 apprentice able 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 apprentice able 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 SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE BRIDGEPORT BANNER PROJECT NO. 9565

#### 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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**PERFORMANCE BOND**

**WHEREAS**, the County of Mono, acting by and through its Department of Public Works, has awarded to Spieß Construction Co., Inc., hereafter designated as the “Contractor”, a contract for the work described as follows:

BRIDGEPORT BANNER, PROJECT NO. 9565 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 **Three Hundred and Six Thousand Two Hundred and Seventy Five** Dollars (\$306,275.00), 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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**PAYMENT BOND**

**WHEREAS**, The County of Mono, acting by and through its Department of Public Works, hereafter referred to as "Obligee", has awarded to Spiess Construction Co., Inc., hereafter designated as the "Principal", a contract for the work described as follows:

BRIDGEPORT BANNER, PROJECT NO. 9565 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, material, men 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 (\$306,275.00 ), 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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**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 BRIDGEPORT BANNER, PROJECT NO. 9565 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 SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE BRIDGEPORT BANNER PROJECT NO. 9565

#### 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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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Newfront Insurance Services (Construction) 777 Mariner Island Blvd, Suite 250 San Mateo, CA 94404  www.Newfront.com	CONTACT NAME: Construction Team	PHONE (A/C. No. Ext): 415-754-3635	FAX (A/C. No.):
	E-MAIL ADDRESS: Constructioncertrequest@Newfront.com		
INSURED Spiess Construction Co., Inc. P.O. Box 2849 Santa Maria, CA 93457	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co Pittsburgh PA		19445
	INSURER B: Continental Insurance Company		35289
	INSURER C: Sirius International Insurance Corp		086396
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 73013471

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU & Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6896099	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		<input checked="" type="checkbox"/>	5774708	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7034584073	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	CA Only: 13265797 All Other States: 13265796	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability (Occurrence)			CPL-S0001142-4	9/1/2022	9/1/2023	\$3,000,000 Per Occ/\$3,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: SCCI Job #22302 - Project No. 9565 - State Project No. 0922000025 - Bridgeport Banner.  
 The County of Mono, its officers, officials, employees, and volunteers are named additional insured with respects to general liability, as required by written contract. General & Auto Liability coverage is primary and non-contributory, as required by written contract. Excess liability is following form. Waiver of subrogation applies to general & auto liability and workers compensation, as required by written contract.  
 30 days notice of cancellation - 10 days for non-payment of premium. Endorsements attached.

**CERTIFICATE HOLDER****CANCELLATION**

County of Mono P.O. Box 237 Bridgeport CA 93517	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  AUTHORIZED REPRESENTATIVE  Rod Sockolov
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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

<p><b>Name Of Person(s) Or Organization(s):</b> All persons or organizations as required by written contract with the insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Number of Days' Notice** 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

**ENDORSEMENT**

This endorsement, effective 12:01A.M. forms a part of

policy No.5774708 issued to Spiess Construction Co., Inc.

by National Union Fire Ins Co Pittsburgh PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

---

**Authorized Representative or  
Countersignature (in States Where  
Applicable)**

74445 (10/99)



**ENDORSEMENT**

This endorsement, effective 12:01 A.M. forms a part of

policy No.5774708 issued to Spiess Construction Co., Inc.

by National Union Fire Ins Co Pittsburgh PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

---

AUTHORIZED REPRESENTATIVE

**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 09/01/2022 forms a part of

Policy No. 5774708 issued to **Spiess Construction Co., Inc.**

By **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within **30** days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

---

**Authorized Representative**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN  
CONTRACT IN STATES WHERE  
APPLICABLE.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 9/1/2022

Insured

Spieess Construction Co., Inc.  
Insurance Company

National Union Fire Ins Co Pittsburgh PA

Policy No.

CA Only: 13265797

All Other States: 13265796

Endorsement No.

Premium

Countersigned by

WC 00 03 13  
(Ed. 4-84)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 09/01/2022 forms a part of Policy No. CA Only: 13265797  
Issued to Spiess Construction Co., Inc. All Other States: 13265796

By National Union Fire Insurance Co

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE NAMED INSURED  
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

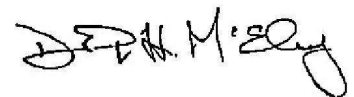
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



**AUTHORIZED REPRESENTATIVE**

**WC 99 00 56  
(Ed. 04/11)**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9.  
Name of case: Workers' Compensation claim of Robert Weber.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
7/6/2023 7:23 PM	County Counsel	Yes
6/22/2023 1:45 PM	Finance	Yes
7/6/2023 8:35 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**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): Mary Booher, Stacey Simon, Janet Dutcher, Jack Conry, and Oliver Yee. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
6/30/2023 1:59 PM	County Counsel	Yes
6/22/2023 1:46 PM	Finance	Yes
7/3/2023 9:05 AM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employee  
Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

Time	Who	Approval
6/23/2023 3:25 PM	County Counsel	Yes
6/22/2023 1:46 PM	Finance	Yes
6/26/2023 2:28 PM	County Administrative Office	Yes