



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: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA
93546

Regular Meeting April 16, 2024

TRIBAL LAND ACKNOWLEDGEMENT

In respect to the Indigenous People and Tribal Elders, past, and present, the Bridgeport Indian Colony, Mono Lake Kutzadika Tribe, and Utu Utu Gwaitu Tribe are the indigenous People who live within this, their ancestral homeland from time immemorial to the present and have been the caretakers of these lands, waters, and all natural resources for the benefit of the environment and of all living things. We who live in Mono County offer this land acknowledgment with a spirit of mutual respect and collaboration.

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/86184622677> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 84622 677.

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 861 84622 677

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=68a69f03-6511-41ef-ae37-636788b98695

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. 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

A. Retirement Recognition of California Highway Patrol Officer Christopher "Ryan" Dore

Departments: Clerk of the Board, Sponsored by Chair Peters
10 minutes

(Lieutenant Mike Ritter, California Highway Patrol) - Proposed proclamation of the Mono County Board of Supervisors recognizing California Highway Patrol Officer Christopher "Ryan" Dore on his distinguished 23-year career and upcoming retirement on May 20, 2024.

Recommended Action: Adopt proposed proclamation of the Mono County Board of Supervisors recognizing California Highway Patrol Officer Christopher "Ryan" Dore on his distinguished 23-year career and upcoming retirement on May 20, 2024.

Fiscal Impact: None.

B. Retirement Recognition of Stacey Simon for Her 25 Years of Service with Mono County

Departments: County Counsel
10 minutes

(Christopher Beck, Assistant County Counsel) - Proposed proclamation of the Mono County Board of Supervisors recognizing Stacey Simon for her 25 years of service to Mono County and the County Counsel Department.

Recommended Action: Adopt the proposed proclamation of the Mono County Board of Supervisors recognizing Stacey Simon for her 25 years of service to Mono County and the County Counsel Department.

Fiscal Impact: 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. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes from the 2024, March regular meetings.

Recommended Action: Approve the Board minutes from the March 5, 2024, regular meeting. Approve the Board minutes from the March 12, 2024, regular meeting. Approve the Board minutes from the March 19, 2024, regular meeting.

Fiscal Impact: None.

B. County Maintained Mileage for Fiscal Year 2024-25

Departments: Public Works - Road Department

Proposed resolution is for County Maintained Mileage for FY 2024-25.

Recommended Action: A resolution of the Mono County Board of Supervisors specifying additions and/or exclusions to the maintained mileage within the county road system and establishing maintained mileage for fiscal year 2024-25.

Fiscal Impact: The proposed action will result in no change to the County Maintained Road Mileage from the previous report and is not expected to have any impact on the budget or operations.

C. Grant Funding for County Electric Vehicle (EV) Chargers

Departments: Public Works

This item is to authorize the Public Works Department to Pursue Grant Funding for County Electric Vehicle (EV) Chargers to meet the goals of the Capital Improvement Plan.

Recommended Action: Authorize Public Works Director to prepare and submit grant applications to meet the goals of the Capital Improvement Plan for providing additional Electric Vehicle Charging Infrastructure throughout Mono County.

Fiscal Impact: There are no Fiscal Impacts at this time. If grant agreements are issued Public Works will return to the Board to request that the Public Works Director be authorized to execute the agreements, accept funds, and administer the grants (in consultation with County Counsel). At that time, we will identify fiscal impacts such as matching funds that might be required.

D. Purchase of New Lube / Service Truck

Departments: Public Works

The purchase of this new Lube / Service Truck was authorized under the previous Minute Order of 23-241 for the amount of \$335,000. This item is to increase that amount to \$366,081 to cover all taxes and fees.

Recommended Action: Authorize Public Works Director to purchase the 2024 Freightliner 108 SD, as identified in Minute Order 23-241, on behalf of the County in an amount not to exceed \$366,081.

Fiscal Impact: The Fiscal Impact is \$366,081 which includes taxes, license, and delivery charges, paid from the Fleet's Capital Asset Budget which operates as an Internal Service Fund. There is a budget shortfall of approximately \$70,000 to be covered with budget savings from our previous purchase this fiscal year of the Water Truck for \$80,000 below our estimate.

E. Eastside Lane Rehabilitation Project Phase 2

Departments: Public Works

Authorization to Bid and Award the Eastside Lane Rehabilitation Project Phase 2; Federal Project No. RPL-5947(065)

Recommended Action: (1) Approve the attached bid package and authorize the Public Works Department to advertise the project for bids upon obtaining authorization to proceed (E-76) from the federal government. (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 less than or equal to available project STIP funds. (3) Authorize the Public Works Director, in consultation with County Counsel, to administer that 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. (4) Authorize the Public Works Director to reject all bids if no bid received is within available STIP funds.

Fiscal Impact: Total programmed federal funding is \$3,748,000 in the State Transportation Improvement Program (STIP). Federal reimbursement of 88.53 percent is funded with STIP federal funds. Caltrans Toll Credits have been requested to fund the required 11.47 percent local match. Should Toll Credits be unavailable, the 11.47 percent local match will be funded by SB1 RMRA funds or other local transportation funds. Exact costs will be based on actual bids received. If bids received exceed programmed STIP funding, additional STIP funding may be applied to the project depending on the availability of funds.

F. Mono County Right Edgeline Striping Project

Departments: Public Works

Authorization to bid and award the Mono County Right Edgeline Striping Project and adoption of resolution approving Program Supplement Agreement No. 00000A488 with Caltrans for the provision of state aid for the Mono County Right Edgeline Striping Project.

Recommended Action: (1) Approve the attached bid package and authorize the Public Works Department to advertise. (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 less than or equal to available project funds. (3) Authorize the Public Works Director, in consultation with County Counsel, to administer that 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, and do not cause spending on the project to exceed the budgeted authority. (4) Adopt attached resolution “A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No 00000A488 Under Administering Agency – State Master Agreement No 09-5497S21 for the Mono County Right Edgeline Striping Project State Project No. HSIPSL 5947(070)”. (5) Provide any desired direction to staff.

Fiscal Impact: Total programmed state funding is \$250,000 in the Highway Safety Improvement Program (HSIP). State reimbursement is 100 percent funded with HSIP state funds; no local match is required. Based on the Preliminary Engineer’s Cost Estimate of \$319,556, \$69,556 in local transportation funds (SB1 / RMRA) have been allocated to this project to supplement construction, if needed, and to provide funds for contingency and construction engineering. Exact costs will be based on actual bids received.

G. Mono County Systemic Safety Curve Signage Project

Departments: Public Works

Authorization to Bid and Award the Mono County Systemic Safety Curve Signage Project; State Project No. HSIPSL-5947(069)

Recommended Action: (1) Approve the attached bid package and authorize the Public Works Department to advertise. (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 less than or equal to available project funds. (3) Authorize the Public Works Director, in consultation with County Counsel, to administer that 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, and do not cause spending on the project to exceed the budgeted authority.

Fiscal Impact: Total programmed state funding for construction is \$198,500 in the Highway Safety Improvement Program (HSIP). State reimbursement is 100 percent funded with HSIP state funds; no local match is required. Based on the Preliminary Engineer's Cost Estimate of \$320,740, \$122,240 in local transportation funds (SB1 / RMRA) have been allocated to this project to supplement construction, if needed, and to provide funds for contingency and construction engineering. Exact costs will be based on actual bids received.

H. Fiscal Year 2022-2027 Mental Health Plan (MHP) Contract Amendment between Mono County Behavioral Health (MCBH) and the Department of Health Care Services (DHCS) for the provision of Mental Health Services

Departments: Behavioral Health

Proposed Amendment to Agreement between Mono County Behavioral Health (MCBH) and the Department of Health Care Services (DHCS) pertaining to MCBH's provision of mental health services.

Recommended Action: (1) Approve and authorize Director of Behavioral Health to sign contract amendment with the Department of Health Care Services for the provision of mental health services for the period July 1, 2022, through June 30, 2027, and, (2) Delegate authority to Behavioral Health Director to approve future minor changes or revisions that do not substantively alter the agreement and are approved as to form by County Counsel.

Fiscal Impact: There is no fiscal impact to the County General Fund. Execution of this contract amendment ensures continued receipt of the Department's budgeted revenues to support the delivery of behavioral health services.

I. Letter to U.S. Fish and Wildlife Service Regarding Proposed Endangered Species Act Listing of the Bi-State Sage Grouse

Departments: Community Development

Proposed letter to the U.S. Fish and Wildlife Service regarding the proposed listing of the Bi-State Sage Grouse as Threatened under the Endangered Species Act, affirming the County's commitment to the implementation of the Bi-State Action Plan.

Recommended Action: Approve, with any desired modifications, and authorize the Board Chair to sign.

Fiscal Impact: None at this time. Actions and commitments are incorporated into existing staff workplans and department budgets.

J. Processing of Short-Term and Transient Rental Permit Applications After Moratorium Expiration

Departments: Community Development

Proposed resolution providing direction to staff for processing short-term and transient rental permits while new regulations are under development. The resolution providing policy guidance as to interpretation of existing regulation is not a project under California Environmental Quality Act pursuant to (CEQA) Guidelines §15378(b)(5) and therefore is not subject to CEQA.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: None at this time. Staff time to work on policy revisions is included in the department budget.

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Board Ad Hoc Committee for Board Chambers Audio/Visual Improvements

Departments: Clerk of the Board

10 minutes

(Queenie Barnard, Clerk-Recorder-Registrar) - Establishment of a Board Ad Hoc Committee to provide direction on audio/visual improvements in the Bridgeport Board of Supervisors Chambers and Civic Center Mono Lake Room ("Board Chambers Ad Hoc Committee").

Recommended Action: Establish Board Chambers Ad Hoc Committee and appoint two members of the Board of Supervisors to committee.

Fiscal Impact: None.

B. 2023 Building Division Report

Departments: Community Development - Building

30 minutes

(Tom Perry, Building Official) - Presentation on Building Division permits and activities in 2023.

Recommended Action: None, receive presentation and provide any direction to staff.

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Southern California Edison Company v. California State Board of Equalization, et al. Case number: 30-2023-01328239-CU-MC-CXC

C. 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 Scott Minder.

D. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Counsel.

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 April 16, 2024

Departments: Clerk of the Board, Sponsored by Chair Peters

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Lieutenant Mike Ritter, California
Highway Patrol

SUBJECT Retirement Recognition of California
Highway Patrol Officer Christopher
"Ryan" Dore

AGENDA DESCRIPTION:

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

Proposed proclamation of the Mono County Board of Supervisors recognizing California Highway Patrol Officer Christopher "Ryan" Dore on his distinguished 23-year career and upcoming retirement on May 20, 2024.

RECOMMENDED ACTION:

Adopt proposed proclamation of the Mono County Board of Supervisors recognizing California Highway Patrol Officer Christopher "Ryan" Dore on his distinguished 23-year career and upcoming retirement on May 20, 2024.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Proclamation

History

Time	Who	Approval
4/4/2024 5:39 PM	County Counsel	Yes
3/28/2024 8:52 AM	Finance	Yes

4/4/2024 10:42 PM

County Administrative Office

Yes



**MONO COUNTY BOARD OF SUPERVISORS RECOGNIZING CALIFORNIA
HIGHWAY PATROL OFFICER CHRISTOPHER “RYAN” DORE FOR HIS
23 YEARS OF SERVICE IN LAW ENFORCEMENT**

WHEREAS, Officer Dore grew up in the June Lake and Mammoth Lakes area and worked at the June Lake Junction, Shell gas station for several years. California Highway Patrol (CHP) officers would stop by the Shell station and Ryan would listen to their stories which perked his interest in law enforcement. In February 2001, Ryan left the Eastern Sierra to pursue a career in law enforcement with the CHP. He graduated the CHP Academy in August 2001, and has worked multiple assignments throughout California during his career to include: Santa Barbara Area, Indio Area, Mammoth Lakes Resident Post, Academy - Enforcement Tactics Unit, Gold Run Area, and finally back to the Mammoth Lakes Resident Post.

WHEREAS, A highlight of Officer Dore’s distinguished 23-year career was the five plus years he spent as an instructor at the CHP Academy where he taught Enforcement Tactics. At the Academy, he was cross trained with Weapons Unit and Advanced Officer Safety Training Unit to be able to assist training officers and cadets. During his time at the CHP Academy, he trained over 1,400 cadets as well as hundreds of officers in the use of force and shooting policy. Additionally, he helped train the Ukrainian Federal Police while at the Academy. Officer Dore successfully completed the Force Science Institute training to become certified to recognize and articulate important psychological and physiological factors that can influence human behavior and memory in use of force encounters. He also coordinated multi-agency Active Shooter response in Placer and Nevada counties.

WHEREAS, Officer Dore transferred back “home” to the Mammoth Lakes Residence Post in September 2019, with the goal of using his training and experience to benefit his hometown. Officer Dore has been active in the local community; participating in school walkthroughs, using his training and experience to assist with Active Shooter Response Training in Mammoth Lakes, which involved agencies from throughout Mono and Inyo Counties including Emergency Medical Services, Fire, and local school/hospital staff. He has received the 10851 Award for recovering stolen vehicles and twice honored with the Mothers Against Drunk Drivers (MADD) Award for his efforts in removing impaired drivers for the roadways. In 2023, he was recognized by the Eastern Sierra Peace Officers Association as the Law Enforcement Professional of the Year.

WHEREAS, As a Department, the CHP takes pride in providing the highest level of safety, service, and security to the people of California. Officer Dore has exemplified those values in every contact, as demonstrated by multiple thank you letters the Bridgeport CHP Office has received for assistance Office Dore has rendered to the motoring public.

NOW, THEREFORE, The CHP Bridgeport Area believes the Eastern Sierra Communities are lucky to have had Officer Dore serving in the Mammoth Lakes Resident Post, and we want to thank him for his distinguished 23-year career.

APPROVED AND ADOPTED this 16th day of April 2024 by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Lynda Salcido, Supervisor District #5



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: County Counsel

TIME REQUIRED 10 minutes

SUBJECT Retirement Recognition of Stacey Simon for Her 25 Years of Service with Mono County

PERSONS APPEARING BEFORE THE BOARD

Christopher Beck, Assistant County Counsel

AGENDA DESCRIPTION:

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

Proposed proclamation of the Mono County Board of Supervisors recognizing Stacey Simon for her 25 years of service to Mono County and the County Counsel Department.

RECOMMENDED ACTION:

Adopt the proposed proclamation of the Mono County Board of Supervisors recognizing Stacey Simon for her 25 years of service to Mono County and the County Counsel Department.

FISCAL IMPACT:

None.

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>No Attachments Available</p>
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History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board minutes from the 2024, March regular meetings.

RECOMMENDED ACTION:

Approve the Board minutes from the March 5, 2024, regular meeting. Approve the Board minutes from the March 12, 2024, regular meeting. Approve the Board minutes from the March 19, 2024, regular meeting.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> March 5, 2024 DRAFT Minutes
<input type="checkbox"/> March 12, 2024 DRAFT Minutes
<input type="checkbox"/> March 19, 2024 DRAFT Minutes

History

Time	Who	Approval
4/11/2024 3:48 PM	County Counsel	Yes
3/28/2024 8:51 AM	Finance	Yes

4/12/2024 5:47 AM

County Administrative Office

Yes



**DRAFT MEETING MINUTES
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
March 5, 2024**

Backup Recording

Minute Orders

**Resolutions-
Ordinance**

Zoom

M24-045 – M24-049

R24-025 - R24-029

ORD24-003 Used

9:00 AM Meeting called to order by Chair Peters.

Supervisors Present: Duggan, Gardner, Salcido, and Peters. (All members were present in-person or participated via teleconference in compliance with rules established by the Ralph M. Brown Act).

Supervisors Absent: Supervisor Kreitz.

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

Pledge of Allegiance led by Supervisor Duggan.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Urgency Item Addition to Agenda – Closed Session regarding the ongoing Litigation with Liberty Utilities.

The Board determined that there is a need to take immediate action with respect to the proposed agenda item, that the need for action came to the County's attention subsequent to the agenda being posted and therefore, that the Board add the item to the agenda. *Authority Govt. Code §54954.2(b)(2). Note that*

Note:

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

urgency items may only be added to the agendas of regular meetings, not special meetings.

Action: Added a Closed Session Urgency Item.

Duggan moved; Salcido seconded

Vote: 4 Yes, 0 No, 1 absent

M24-045

Stacey Simon, County Counsel:

- Requested the Urgency Item add to Closed Session.
- Regarding the ongoing litigation with Liberty Utilities regarding the Mountain View Fire.

Chair Peters:

Discussion on the passing of Ray Robles, honored Ray, and we will adjourn the meeting in his honor today.

Public Comment:

Sue Stavallo:

- Discussion regarding the library flooding and the need for a new space.

Chair Peters:

- Suggested that Sue reach out to Sandra Moberly, our County CAO, and the Town Manager to find a temporary location.

2. RECOGNITIONS

A. Proclamation Designating the Month of March 2024 as Grand Jury Awareness Month

Departments: Clerk of the Board

(Supervisor Duggan) - Proclamation designating March 2024 as Grand Jury Awareness Month.

Action: Approved the proclamation designating March 2024 as Grand Jury Awareness Month, as amended.

Duggan moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

M24-046

Supervisor Duggan:

- Presented item.

Chair Peters:

- Correction to proclamation, add Supervisor Salcido's District on signature line.

Lester Perpall, Superior Court Executive Officer:

- Accepted the proclamation and thanked the Board for the support.

3. COUNTY ADMINISTRATIVE OFFICER

Note:

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

Sandra Moberly, County Administrative Officer:

- Update on the Bridgeport Post Office.
- Update on storms, Emergency Operations Center (EOC) discussion, and road closures.
- Discussion regarding a grant application that West Biofuels LLC. has applied for.

4. DEPARTMENT/COMMISSION REPORTS

Wendy Sugimura, Community Development Director:

- Update on the Executive Oversight Committee meeting regarding the Sage Grouse.

Queenie Barnard, Registrar of Voters:

- Update on Elections.
- Thanked Mono County staff/ Poll Workers for assistance with the Elections set up, transport teams, and escorts during the road closure.

Sheriff Braun:

- Update on storm activities and stuck vehicles due to map apps leading people to closed/unsafe roads.

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. Resolution Authorizing Amendment of the Mono County Allocation List for the Sheriff's Office

Departments: Sheriff's Office

Proposed resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to change the salary range for Records Manager in the Office of the Sheriff.

Action: Adopted Resolution R24-025, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to change the salary range for Records Manager in the Office of the Sheriff.

Salcido moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

R24-025

B. Contract with Josh D. Hillemeier for the continued Provision of Indigent Defense Services

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Proposed contract renewal

Note:

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

with Josh Hillemeier for the provision of Indigent Defense Services (public defender).

Action: Adopted Resolution R24-026 and approved the signed contract with Josh Hillemeier for indigent defense services for the period March 21, 2024, through March 20, 2029, for \$16,386.30 per month for the period of January 1, 2024, through December 31, 2024, with a two percent (2%) increase each year starting on January 1, 2025.

Salcido moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

R24-026

C. Lease of Office Space in Civic Center to Eastern Sierra Child Support Services

Departments: County Administrative Office / County Counsel

Amended proposed lease with Eastern Sierra Child Support Services pertaining to leasing space in the Mono County Civic Center, with updated insurance and subrogation language.

Action: Approved and authorized the CAO to sign lease with Eastern Sierra Child Support Services to lease space within the Mono County Civic Center for the period March 5, 2024, through March 1, 2027, at a rate of \$250 per month (\$3,000 per year).

Salcido moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

M24-047

D. Lee Vining Community Center Memorandum of Understanding

Departments: Public Works

Proposed updated MOU to replace the existing Lee Vining Community Center MOU between Mono County and the Mono Lake Kutzadika Tribe that memorializes use of a portion of the center by the Tribe as tribal offices.

Action: Approved and authorized the Chair to sign the updated MOU with the Kutzadika Tribe.

Salcido moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

M24-048

E. Monthly Treasury Transaction Report

Departments: Finance

Note:

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

Treasury Transaction Report for the month ending 1/31/2024.

Action: Approved the Treasury Transaction Report for the month ending 1/31/2024.

Salcido moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

M24-049

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. Email from Virginia Lakes Homeowner

Departments: Clerk of the Board

Email received from a Virginia Lakes homeowner regarding concerns with the High Sierra Snowcat and Yurt business.

7. REGULAR AGENDA - MORNING

A. Conversion of Department of Animal Services into Division of Animal Services

Departments: County Administrative Office

(Christine Bouchard, Assistant County Administrative Officer) - Approval of actions required to convert the County's existing Department of Animal Services into a Division of Animal Services.

Action: 1. Announced fiscal impact and approved modified Agreement Regarding Terms and Resolution R24-027, Conditions of Employment of Chris Mokracek to change the temporary appointment as "Interim Animal Services Director" to a temporary appointment as "Interim Animal Services Manager"
2. Introduced, read title, and waived further reading of proposed ordinance amending Mono County Code Chapters 2.05 and 9.04 to replace references to "Animal Services Department" and "Animal Services Director" with "Animal Services Division" and "Animal Services Manager".

Fiscal Impact: The modified agreement for Chris Mokracek results in the following annual fiscal impact: \$222,293 as Interim Animal Services Manager and Emergency Services Director (\$170,361 salary and \$51,932 benefits) and \$203,651 as solely Emergency Services Director (\$154,522 salary and \$49,129 benefits). Department reclassification of Animal Services to divisional results in some unknown amount of fiscal savings for the difference in compensation between a department head and a division manager.

Gardner moved; Salcido seconded

Vote: 4 Yes, 0 No, 1 Absent

Note:

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

R24-027

Christine Bouchard, Assistant County Administrative Officer:

- Presented item.

Stacey Simon, County Counsel:

- Clarified the amendment and the Brown Act requires the reading of the fiscal impact of Chris Mokracek.
- Clarifies Chris's salary as it is listed in two areas.

B. Resolution Establishing the County Holiday of Juneteenth and Modifying the Christmas Eve Holiday

Departments: County Administrative Office/Human Resources

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution establishing the County Holiday of Juneteenth (June 18) and modifying the method of implementing the County's existing Christmas Eve Holiday.

Action: Adopted Resolution R24-028, Establishing the County Holiday of Juneteenth (June 19) and modifying the method of implementing the County's existing Christmas Eve Holiday.

Duggan moved; Salcido seconded

Vote: 4 Yes, 0 No, 1 Absent

R24-028

Christine Bouchard, Assistant County Administrative Officer:

- Presented item.

C. Terms and Conditions of Employment for Krista Cooper as Adult Services Manager

Departments: Health and Human Services Social Services

(Michelle Raust, Health and Human Services Social Services Deputy Director) - The Health and Human Services (HHS) Department wishes to employ Krista Cooper, MPA, as the HHS Adult Services Manager. Ms. Cooper has worked for Mono County as a Supervisor within the Social Services Department since 2016 and, in recent years, also as the county's Deputy Public Guardian. Staff is seeking approval of the Agreement Regarding Terms and Conditions of Employment for Krista Cooper as Health and Human Services Adult Services Manager for Mono County, an at-will position, at Range 14, Step C.

Action: Announced Fiscal Impact. Adopted Resolution R24-029, Approving Agreement Regarding Terms and Conditions of Employment for Krista Cooper as Health and Human Services Adult Services Manager for Mono County, an at-

Note:

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will position, at Range 14, Step C.

Fiscal Impact: This item increases spending for the remainder of this fiscal year by \$3,330, of which \$2,521 is salary and \$809 is benefits. If this item is approved, the annual cost will be \$179,237, of which \$115,307 is salary and \$63,930 is benefits. The fiscal impact of this item is included in the Health and Human Services FY 2023-24 adopted budget.

Duggan moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 Absent

R24-029

Michelle Raust, Health and Human Services Social Services Deputy Director:

- Presented item.

D. Mono County Jail Facility - Update

(Paul Roten, Public Works Director) - Presentation by Public Works Director, Paul Roten regarding the progress in constructing a new Mono County Jail on Twin Lakes Road in Bridgeport.

Action: None.

Paul Roten, Public Works Director

- Presented item.

Break 10:00 AM

Reconvened 10:10 AM

E. 2024-25 Budget Update

Departments: CAO, Finance

(Christine Bouchard, Assistant County Administrative Officer; Janet Dutcher, Finance Director; Megan Chapman, Budget Officer) - The 2024-25 Budget development is in progress with annual Budget Kickoff tomorrow, March 6. Budget Workshop is scheduled for May 16th. We will be producing a Preliminary Budget for adoption on June 18th. The Preliminary will be modified with updated local and state revenues as well as any new policy level decisions for a Public Hearing on August 8. The Final Budget will be modified based on the public hearing and brought back for adoption on September 17.

Action: None.

Christine Bouchard, Assistant County Administrative Officer:

- Presented item.

Moved to the Board Reports.

8. CLOSED SESSION

Note:

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

Closed Session: 10:38 AM
Reconvened: 12:14 PM

No action to report out of Closed Session.

Moved to Adjournment

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, and Christine Bouchard. 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.

B. Closed Session - Anticipated Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

C. Closed Session – Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono v. KR Property et al. Mono County Superior Court Case number: CV200081

D. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATOR. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Garth Moore and Mono County. Under Negotiation: Price, terms and conditions.

E. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Supervisor Duggan:

- On Thursday Feb. 22 I attended a briefing with Supervisor Duggan about the status of

Note:

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

the Kuitzadika Federal Recognition Legislation. We discussed pursuing introduction of bills from both California Senators, requesting a letter from Gov Newsom endorsing the bill, and reviewing other Federal recognition bills pending in Congress.

- Feb. 23 Met with Whitebark Institute.
- Feb. 26 Attended the CSA #1 meeting with the two new Board Members. They are working on the Budgets with the Budget Team and formed an Ad Hoc Committee to work with Marcella Rose for the trial suggestion.
- Feb 27 Attended the Special Meeting for the Local Transportation with Supervisor Kreitz and Supervisor Peters.
- Feb 28 Participated in the Wheeler Crest Fire meeting. Shared the Public Works CIP project.
- Tri Valley Ground Water Management meeting Josh Rhodes was appointed to fill vacancy and Phil West resigned.
- Feb 29 RCRC Legislative Round Up on current bills.
- Discussed the power outage due to the extreme winds in Crowley Lake area and all the trees that were lost in the windstorm.

Supervisor Gardner:

- On Wednesday, Feb. 21 I participated in the monthly meeting of the Mono Basin Fire Safe Council. Topics at that meeting included planning of the US Forest Service maintenance of the fuel break around Mono City, discussion of opportunities for creating Fire Wise Communities in the Mono Basin, and review of grant program availability for the coming season.
- Also, on Feb. 21 I attended the monthly meeting of the Mono Basin RPAC in Lee Vining. Topics at that meeting included a presentation by the Whitebark Institute about their fuels reduction and other programs, and updates from various committees and agency partners.
- On Thursday Feb. 22 I attended a briefing with Supervisor Duggan about the status of the Kuitzadika Federal Recognition Legislation. We discussed pursuing introduction of bills from both California Senators, requesting a letter from Gov Newsom endorsing the bill, and reviewing other Federal recognition bills pending in Congress.
- On Feb. 28 I attended the regular meeting of the Eastern Sierra Council of Governments in Mammoth. Topics at that meeting included updates about the Eastern Sierra Air Alliance, the Cal First Jobs Program, the Comprehensive Economic Development Strategy, and the Inyo Mono Broadband Consortium.
- On Feb. 29 I participated in the regular meeting of the Yosemite Area Regional Transit System Board. Topics at that meeting included approval of an updated mission statement and Goals for YARTS, approval of a contract for advertising on YARTS buses, and approval of the details to finish purchase of new buses for YARTS.
- On Friday March 1 I participated in the monthly meeting of the Kutzadika Tribal Council. Topics at that meeting included review of the progress of the Kutzadika Federal Recognition legislation, and updates on several Tribal activities.
- Also, on the 1st I participated in a meeting with Kutzadika Tribal Chair Charlotte Lange and others about the opportunities for pursuing a housing project on LADWP land next to the Lee Vining Community Center.
- Yesterday I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Topics at the meeting beyond the updates from each of the partners were information about various ongoing grants, and other recreation-related programs.

Note:

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Supervisor Kreitz:

- Absent, no report.

Chair Peters:

- Feb 27 Attended the Special Meeting for the Local Transportation
- Attended the CSA #5 meeting.
 1. Saturday March 24 will be the Bridgeport 4th of July Dinner.
 2. Street sign discussion
 3. Protocol on banner for Main St in Bridgeport.
- Attended the monthly Tribal Counsel meeting.
- Attended the weekly Post Service meeting
- 3/1 Meeting on the WIR Meeting in May.
- 3/4 Met with Wendy Sugimura, Community Development team and County Counsel Office regarding the Walker Basin water leasing program that has been in the works for many years.
- Virginia Lakes offered free food to any emergency workers.
- Thanks to Cassidy Miles for opening a warming center in Bridgeport and Stephanie Butters for assisting also.
- Deputy Moody for assisting the Twin Lakes residents while they did not have any power.

Supervisor Salcido:

- Feb 21 Attended the Town of Mammoth Lakes meeting.
- Feb 26 Attended the ESCOG meeting.
- Feb 29 Attended the YARTS meeting.
- March 1 Attended the formerly know as CERF held a meeting and I attended via zoom.

Moved to Closed Session.

ADJOURNED in memory of Raymond Robles at 12:15 PM.

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

**DANIELLE PATRICK
SENIOR DEPUTY CLERK OF THE BOARD**

Note:

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**DRAFT MEETING MINUTES
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
March 12, 2024**

Backup Recording

Minute Orders

Resolutions-

Ordinance

Zoom

M24-050 – M24-052

R24-030 - R24-030

ORD24-004 Used

9:05 AM Meeting called to order by Chair Peters.

Supervisors Present: Duggan, Gardner, Kreitz, Salcido, and Peters. (All members were present in-person or participated via teleconference in compliance with rules established by the Ralph M. Brown Act).

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Kreitz.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- Bridgeport Post Office update.

Note:

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

4. DEPARTMENT/COMMISSION REPORTS

Queenie Barnard, Registrar of Voters:

- Elections Update.

Jay Sloan, Risk Management:

- Update on Employee Covid Prevention Plan.

Krista Cooper, Health and Human Services:

- Update on the upgrades to the Antelope Valley Senior Center.

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. Ordinance Memorializing Transition of Department of Animal Services into Division of Animal Services

Departments: County Administrative Office

Proposed ordinance amending Chapters 2.05 and 9.08 of the Mono County Code to memorialize the transition of the Department of Animal Services into the Division of Animal Services.

Action: Adopted Ordinance ORD24-004, Amending Chapters 2.05 and 9.08 of the Mono County Code to memorialize the transition of the Department of Animal Services into the Division of Animal Services.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

ORD24-004

B. Sustainable Outdoors and Recreation Budget Transfer and Appropriation for Vehicle and Equipment Purchases

Departments: Public Works - Recreation

This item is a request for an adjustment to the Sustainable Outdoors and Recreation Division of Public Works. The Appropriation Transfer Request is for use of Geothermal Royalties to purchase 3/4-ton pickup plus a lumber rack and toolbox, a small pickup plus a bed cover, and a utility trailer plus toolbox, work bench and power to execute Sustainable Outdoors and Recreation in Mono County.

Action: Approved Appropriation Transfer Request for an increase in appropriations in the Sustainable Outdoors and Recreation budget unit as well as the Fleet budget unit in Public Works. (requires 4/5ths vote).

Duggan moved; Salcido seconded

Note:

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Vote: 5 Yes, 0 No

M24-050

Moved to Item #7b.

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Avalanche Program Update

Departments: Clerk of the Board, Sponsored by Supervisor Duggan

(Sue Burak, Forecaster) - Sue Burak will present an update of the Mono County Avalanche Forecasting Program for County Roads. The program began in the winter of 2015-2016. The winters of 2017, 2019, 2021 and 2023 have presented complex avalanche forecasting challenges as storms associated with atmospheric rivers have become more powerful. Close collaboration between the forecaster, Mono County Road Department and Public Works will be highlighted during this presentation.

Action: None.

Sue Burak, Forecaster:

- Presented item.

Public Comment:

Walt Lehmann:

-

Break: 10:28 AM

Reconvened: 10:40 AM

Moved to Item #7c.

B. Cannabis Operation Permit 23-002 High Sierra June Lake

Departments: Community Development

(Rob Makoske, Analyst) - Presentation by Rob Makoske regarding Cannabis Operation Permit 23-002 / High Sierra June Lake for a microbusiness consisting of retail, non-volatile manufacturing, and distribution.

Action: Approved Subject to Conditions as Recommended: 1. Found that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and filed a Notice of Exemption. 2. Approved Cannabis Operation Permit 23-002 subject to the conditions recommended or with desired modifications.

Gardner moved; Kreitz seconded

Vote: 5 Yes, 0 No

M24-051

Rob Makoske, Analyst:

Note:

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

- Presented item.

Moved back to item #7a.

C. Funding Request from Bridgeport Fire Protection District

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Bridgeport Fire Protection District Funding Request

Action: Staff recommended that the Board consider the request from BFPD and provided direction to staff regarding an increase in the monthly payment made to BFPD. Staff will bring a resolution and agreement back to the Board reflecting Board direction.

Sandra Moberly, County Administrative Officer:

- Presented item.

Janet Dutcher, Finance Director:

- Clarifies the allocation of the Prop 13 and AB8 rate.

Nick Way, Bridgeport Fire Protection District:

- Discussion on the County owned property and the need to protect Bridgeport.
- Thanked the County staff for their time and efforts on this project.

Supervisor Gardner:

- Discussed the LAFCO study of Special Districts.

D. Legal Services Agreement for Representation of the Mammoth Lakes Fire Protection District by Mono County Counsel

Departments: County Counsel

(Stacey Simon, County Counsel) - Proposed legal services agreement with the Mammoth Lakes Fire Protection District (MLFPD) to receive limited legal services from Mono County Counsel.

Action: Approved and authorized County Counsel to sign and contract with MLFPD for limited legal services for the period March 5, 2024, through June 30, 2025, with automatic 1-year renewals until either party decides to terminate the agreement, as amended.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-052

Stacey Simon, County Counsel:

- Introduced item.

Jeff Hughes, Deputy CC:

- Presented item.

Note:

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Supervisor Krietz:

- Update to include the CC staff names and titles.

Moved to the Board Reports.

8. CLOSED SESSION

Stacey Simon, County Counsel:

- Pulled item #8a, item was added to agenda in error.

Closed Session: 11:24 AM

Reconvened: 12:35 PM

Chair Peters:

Report out of Closed Session:

1. Item #8d - Authorized the County to enter an agreement with Garth Moore and Moore Storage located at 264 Highway 182, Bridgeport CA of \$1.25 million closing date on 10/15/2024 with a 60-day contingency and closing condition.

Moved to Adjournment.

A. Closed Session - Anticipated Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Claim for damages filed by Leonel Acero.

C. Closed Session – Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono v. KR Property et al. Case number: CV200081

D. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATOR. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County Negotiator: Mary Booher Negotiating Parties: Garth Moore and Mono County Under Negotiation: Price, terms, and conditions.

E. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section

Note:

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54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, and Christine Bouchard. 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.

F. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Supervisor Duggan:

- 3/7 I participated in the GBUAPCD meeting along with Commissioner Salcido. I was elected Commission Chair for this year and Commissioner John Wentworth representing Mammoth Lakes was elected Vice Chair. We had the first Public Meeting for the FY 24-25 Operational Budget. Staff have been having productive meetings with the new leadership at LADWP and recommend an Advisory Committee be formed to work and meeting with staff and LADWP to improve local relations. The members of the committee are Commissioner Kingsley from Inyo County, Chair Duggan from Mono County, and Vice Chair Wentworth. Commissioner David Griffiths from Alpine County was appointed Alternate.
- 3/11 I participated in RCRC Roadway Infrastructure Ad Hoc Committee Meeting where we had a presentation by Kiana Valentine, Executive Directro of Transportation California on SP1, VMT and pending legislation to watch.

Supervisor Gardner:

- No report.

Supervisor Kreitz:

- Feb. 21 – I attended the CCP General Committee meeting. We reviewed the 10-year data since realignment. The number of probationers back in 2013 was 330 and in 2023 it was 73. Prop 47 impacted the probation population. The pandemic also played a role in the probation population. We received an update on pretrial services and the behavioral health service coordinator some information on her work. Over the course of three years, she has assisted 206 individuals. The probation department has begun using a satisfaction survey that came from UC Berkley. It is available in both English and Spanish.
- IMACA held a special board meeting to discuss the CSAC sponsored legislation SB1023 as it relates to IMACA's Valley Apartments.
- The Southeast Subregion of the Sierra Nevada Conservancy met to review the March 8th board meeting agenda. There were no projects in Mono County included in the agenda.
- Feb 27 – The LTC held a special meeting. LTC – Reds Meadow Road update - \$30mm for reconstruction and is administered by the federal government and the Town takes over the road after the construction. No public access until after June 7. Open Thursday through Sunday and a little longer for the two summer holidays and the campgrounds will remain closed. And the national monument will be open all summer. All info in on their website. Bobby Tanner, owner, and operator of the Reds Meadow Resort has

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received a letter for the USFS Fred Wong with contradictory information from what's on the USFS website.

- OWP draft review and recommendation for submittal to Caltrans by March 1, 2024.
- The special subcommittee of the COC met to discuss HHAP 5 proposals for the application budget. The committee recommended homelessness prevention and intervention.
- March 11 – Eastern Sierra CoC meeting – bringing forth an MOU between Inyo, Mono and the CoC for the HHAP 5 application due on March 27th.
- I attended the Mono Basin Housing Working Group meeting. There was discussion of the County's STR Report, planning for upcoming community engagement events, similar to the ones held this past fall.

Chair Peters:

- 3/7 – CSAC Board of Directors meeting.
- Attended the Antelope Valley RPAC meeting.
- Attended the Public Lands Steering Committee meeting.

Supervisor Salcido:

- March 6 – Attended the Mono County Unified Command Meeting.
- March 7 – Attended the Great Basin Air Quality District Meeting.

Moved to Closed Session.

ADJOURNED AT 12:37 PM.

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

**DANIELLE PATRICK
SENIOR DEPUTY CLERK OF THE BOARD**

Note:

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**DRAFT MEETING MINUTES
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: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA 93546

**Regular Meeting
March 19, 2024**

Backup Recording

Minute Orders

Resolutions-

Ordinance

Zoom

M24-053 – M24-056

R24-030 - R24-031

ORD24-004 Used

9:02 AM Meeting called to order by Vice Chair Salcido.

Supervisors Present: Duggan, Gardner, Kreitz, Salcido, and Peters. (All members were present in-person or participated via teleconference in compliance with rules established by the Ralph M. Brown Act).

Supervisors Absent: Supervisor Gardner left meeting during Item #7a.

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

Pledge of Allegiance led by Supervisor Duggan.

Stacey Simon, County Counsel:

- Clarified Chair Peters reason for attending Board meeting via Zoom (Just Cause Exemption).
- Second time that Chair Peters has used the Just Cause Exemption this year.

Note:

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Chair Peters:

- Provided his reason for attending the via zoom and disclosed that there was no under the age of 18 during the time of the Board meeting.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Fire Chief Ales Tomaier:

- Update on the Fire Districts.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- Update on Bridgeport Post Office.
- Mono County was honored with the California Poppy Award due to Jeff and Jessica Simpson's viral "Poop like a pro" video.

4. DEPARTMENT/COMMISSION REPORTS

Paul Roten, Public Works Director:

- Long Valley update regarding the wind damage and repairs.
- Clarified his plans for the downed trees.

Supervisor Kreitz:

- Asked Paul for clarification on what happens with the downed trees.

Wendy Sugimura, Community Development Director:

- Update on two projects:
 1. Multi-Jurisdictional Hazard Mitigation Plan.
 2. North County Water Transfer Project for the restoration of Walker Lake.

5. CONSENT AGENDA

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

A. Memorandum of Understanding (MOU) with Mammoth Unified School District for School Based Dental Services

Departments: Health and Human Services

The Health and Human Services, Public Health Division, wishes to collaborate with Mammoth Unified School District for the provision of school based dental services for the students of the District. The purpose of this partnership is to provide screenings and services at the school, identify oral health needs of children, link children to a source of care, and establish a dental home.

Note:

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Action: Approved an MOU with Mammoth Unified School District for the provision of School Based Oral Health Services for the period March 1, 2024, through June 30, 2027.

Duggan moved; Kreitz seconded

Vote: 5 Yes, 0 No

M24-053

B. Job Description for the Community Development Department Assistant Director

Departments: Community Development

Consider job description for the Community Development Department Assistant Director, which was included in the 2023-24 budget and allocation list.

Action: Approved the attached job description for the Community Development Department Assistant Director position with as presented.

Duggan moved; Kreitz seconded

Vote: 5 Yes, 0 No

M24-054

C. Memorandum of Understanding with Eastern Sierra Continuum of Care

Departments: Health and Human Services

Proposed memorandum of understanding (MOU) with Eastern Sierra Continuum of Care and Inyo County pertaining to the homeless housing, assistance, and prevention program (HHAP) grant funds.

Action: Approved, and authorized Chair to sign, contract with Eastern Sierra Continuum of Care and Inyo County for the HHAP for the period March 26, 2024, through June 30, 2029.

Duggan moved; Kreitz seconded

Vote: 5 Yes, 0 No

M24-055

D. Assessment Appeals Board Member Compensation

Departments: Clerk of the Board

A resolution of the Board of Supervisors increasing compensation for Assessment Appeals Board Members.

Action: Adopted Resolution R24-030, Increasing compensation for Assessment Appeals Board Members.

Duggan moved; Kreitz seconded

Vote: 5 Yes, 0 No

R24-030

Note:

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

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 Support - Assembly Bill 2902

Departments: Clerk of the Board

Mono County letter of support for Assembly Bill 2902, provides flexibility to local governments implementing the objectives of SB 1383, which requires the reduction of landfilled organic waste by 75 percent by 2025. CalRecycle's implementing regulations impose costly new requirements on local governments, many of which are suited to solid waste systems in urban areas. The greatest implementation challenges and highest rate increases will occur in rural and sparsely populated areas of the state.

Supervisor Duggan:

- Thanked staff for getting the support letter out quickly.

B. Letter of Support - Senate Bill 1032

Departments: Clerk of the Board

Mono County letter of support for the Senate Bill 1031, which will give the Housing and Community Development Department (HCD) the authority to forgive specific legacy loans, per HCD's discretion. Mono County, like many counties in California, struggles to provide enough housing, and in particular, affordable housing to meet the needs of our communities. This is why maintaining the limited stock of affordable housing that exists today is crucial for our community.

C. Letter of Support - Whitebark Institute's grant application for the Eastern Sierra Climate and Communities Resilience Project- Part II Resilient Mono Basin

Departments: Clerk of the Board

Letter of Support for Whitebark Institute's grant application for the Eastern Sierra Climate and Communities Resilience Project- Part II Resilient Mono Basin.

7. REGULAR AGENDA - MORNING

A. Proposed Project with the Town of Mammoth Lakes and Mammoth Mountain Ski Area to Operate Safe Long-term Parking Site

Departments: County Counsel

Note:

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

(Christopher Beck, Assistant County Counsel) - Proposed Project with the Town of Mammoth Lakes and Mammoth Mountain Ski Area to Operate Safe Long-term Parking Site.

Action: None.

Christopher Beck, Assistant County Counsel

- Presented item.
- Clarifies lease details.

Paul Roten, Public Works Director:

- Answered clarifying questions regarding the initial pilot.

Public Comment:

Jake Suppa:

- Is in support of item.
- Requested clarification on restrooms, facilities, and the geothermal plant.

Stacey Simon, County Counsel:

- Clarifies that CSA #1 is not a separate legal entity from the Board. Your Board is the Governing Board of CSA.

Supervisor Gardner left the meeting during this item.

Break: 9:45 AM

Reconvened: 9:50 AM

B. California Redemption Value Program and Recycling Mandates

Departments: Board of Supervisors, Sponsored by Supervisor Kreitz

(Kendra Knight Sustainability Coordinator Mammoth Disposal | Bishop Waste) - Update from Mammoth Disposal regarding the recent changes to the California Redemption Value (CRV) Program, the revised state recycling mandates, and funding opportunities.

Action: None.

Kendra Knight Sustainability Coordinator Mammoth Disposal:

- Presented item.

C. Mono County Solid Waste Update

Departments: Public Works - Solid Waste

(Paul Roten, Public Works Director) - Presentation by Public Works Director, Paul Roten regarding the Mono County Public Works Solid Waste Program.

Action: None.

Paul Roten, Public Works Director:

- Presented item.

Note:

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

D. Contract Amendment with McGinley and Associates for Geothermal Monitoring

Departments: Community Development - Long Valley Hydrologic Advisory Committee (LVHAC)

(Nick Criss, Compliance Officer) - Proposed amendment to the contract with McGinley and Associates pertaining to hydrologic monitoring in Long Valley.

Action: Authorized Community Development Director to approve an amendment to the existing agreement with McGinley and Associates for cost increases associated with re-equipping monitoring sites in Long Valley for the period June 15, 2023, through June 30, 2024, in an amount not to exceed \$34,369.

Duggan moved; Kreitz seconded

Vote: 5 Yes, 0 No

M24-056

Nick Criss, Compliance Officer:

- Presented item.

Moved to Board Reports

8. CLOSED SESSION

Closed Session: 10:49 AM

Reconvened: 12:35 PM

No action to report out of Closed Session.

Moved to Adjournment

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, and Christine Bouchard. 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.

B. Closed Session - Public Employee Evaluation

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

9. REGULAR AGENDA - AFTERNOON

Note:

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

A. Tour of the Parcel - Affordable Housing Project

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Tour of the Parcel Affordable Housing Project with the Board of Supervisors

Action: None.

Sandra Moberly, County Administrative Officer

- Presented item.

10. BOARD MEMBER REPORTS

Supervisor Duggan:

- 3/13/24 - I participated in the RCRC, GSCA, GSFA board meetings in Sacramento. We had a presentation from the Secretary of the California State Transportation Agency about the agency's focus on Safety, Equity, Climate Action, and Economic Prosperity and how that translates to rural counties. There was a spirited discussion on the declining revenues from SB1 and alternative methods of funding from EV's vs VMT.
- Later that evening I attended the Long Valley Fire Protection District Board meeting to recap the efforts and status of the Sunny Slopes Firehouse project and its next steps. The Board, Fire Chief and public in attendance again expressed thanks to County Public Works for their continued coordination and assistance with community clean-up efforts following the recent windstorm in Crowley Lake and Aspen Springs.
- 3/14/24 - I participated in the ESJPA meeting in Sacramento where we discussed many legislative changes before the assembly and rural compliance. RCRC is working with legislators to advocate many small county exemptions that will include Mono County. Some of these are delays to calendar years beyond state mandates, others are permanent exemptions. More information will be coming as we get notice of bill status within the CA Legislature.

Supervisor Gardner:

- No report.

Supervisor Kreitz:

- Attended the CSAC Housing Land Using Committee meeting.
- Met with Executive Director of IMACA.
- Met with Karin Humiston.

Chair Peters:

- Traveled to Riverside and Imperial Counties for the CSAC Regional meeting.
- Provided an overview of the Lithium Workshop.

Supervisor Salcido:

- March 13: I attended a meeting of the Behavioral Health Advisory Board. Discussed the ballot measures impacting Behavioral Health, depending on the final election results and ways that the department could work around fiscal and program changes. The advisory Board will be coming before the Board of Supervisors to report on their work and program updates. Also discussed the Parcel and the timing for clients to be moved

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in depending on their applications and completion of the first buildings. Staff is assisting clients in the application process.

Moved to the Closed Session

ADJOURNED AT 2:04 PM.

ATTEST

LYNDA SALCIDO
VICE CHAIR OF THE BOARD

DANIELLE PATRICK
SENIOR DEPUTY CLERK OF THE BOARD

Note:

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: Public Works - Road Department

TIME REQUIRED

SUBJECT County Maintained Mileage for Fiscal
Year 2024-25

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution is for County Maintained Mileage for FY 2024-25.

RECOMMENDED ACTION:

A resolution of the Mono County Board of Supervisors specifying additions and/or exclusions to the maintained mileage within the county road system and establishing maintained mileage for fiscal year 2024-25.

FISCAL IMPACT:

The proposed action will result in no change to the County Maintained Road Mileage from the previous report and is not expected to have any impact on the budget or operations.

CONTACT NAME: Steve Reeves

PHONE/EMAIL: 760 920 7768 / sreeves@mono.ca.gov

SEND COPIES TO:

sreeves@mono.ca.gov srobison@mono.ca.gov
proten@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
maintained mileage resolution
maintained miles attachment a

History

Time	Who	Approval
4/4/2024 5:52 PM	County Counsel	Yes
4/8/2024 3:19 PM	Finance	Yes
4/12/2024 5:49 AM	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: April 16, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Director of Public Works
Subject: County Maintained Mileage for FY24-25

Recommended Action:

Adopt Resolution No. R24-___ “A Resolution of the Mono County Board of Supervisors Specifying Additions and/or Exclusions to the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2024 – 2025.”

Fiscal Impact:

The proposed action will result in minimal change to the County Maintained Road Mileage from the previous report and is not expected to have any impact on the budget or operations.

Discussion:

Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

The mileage reported to Caltrans in May of 2023 was 679.45 miles. This year, 2024, there is no change. The County will report the maintained mileage of 679.45 miles.

A copy of the draft resolution is enclosed for Board consideration. The detailed list of County-maintained roads, including their designations and mileage, is included as Attachment A to the resolution.

If you have any questions regarding this item, please contact me at 760-709-0427 or at proten@mono.ca.gov.

Respectfully submitted,

Paul Roten
Director of Public Works

enclosure: Draft Resolution
Attachment A – FY 24-25 Maintained Mileage



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
SPECIFYING ADDITIONS AND/OR EXCLUSIONS TO THE
MAINTAINED MILEAGE WITHIN THE COUNTY ROAD SYSTEM AND
ESTABLISHING MAINTAINED MILEAGE FOR FISCAL YEAR 2024-2025**

WHEREAS, pursuant to Section 941 of the California Streets and Highways Code, the County of Mono has in place a system of roads that it maintains for public convenience; and,

WHEREAS, Section 2121 of the California Streets and Highways Code provides that in May of each year, each County shall submit to the State Department of Transportation any additions or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and,

WHEREAS, the State Department of Transportation certified to the State Controller on December 31, 2023, that the total road mileage maintained by the County of Mono was 679.45 miles; and,

WHEREAS, the County finds that since that date, there have been no changes in maintained mileage, as indicated on the 2024-25 tabulation, which is attached hereto as "Attachment A" and incorporated by this reference.

NOW, THEREFORE, BE IT RESOLVED that the total mileage of maintained County roads to be submitted to the State Department of Transportation in 2024 is 679.45, as indicated on the 2024-25 tabulation (Attachment A), which is hereby adopted by the Board and shall be maintained on file with the Mono County Department of Public Works.

1 **APPROVED AND ADOPTED** this ____ Day of April, 2024, by the following vote of the Board of
2 Supervisors, County of Mono:

3 **AYES** :
4 **NOES** :
5 **ABSENT** :
6 **ABSTAIN** :

7 _____
8 John Peters, Chair
9 Mono County Board of Supervisors

10 ATTEST:

Approved as to Form:

11 _____
12 Clerk of the Board

County Counsel

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ATTACHMENT A

Road No.	Street Name	Miles
2001	Lower Rock Creek Road	9.31
2003	Rock Creek Road	8.07
2005	Crowley Lake Drive	8.65
2006	Owens Gorge Road	9.51
2008	Sunny Slopes Road	0.17
2009	Spillway Road	0.23
2010	Rainbow Tarns Road	0.50
2011	South Landing Road	0.99
2012	Hilton Creek Trail	0.40
2013	Gregory Lane	0.25
2014	McGee Creek Road	3.28
2015	Crowley Lake Place	0.62
2016	Mount Morrison Road	0.68
2017	Benton Crossing Road	30.26
2018	Convict Lake Road	2.73
2019	Convict Campground Road	0.80
2020	Layton Springs Road	0.51
2021	Casa Diablo Mine Cutoff	6.00
2022	Round Mountain Road	4.56
2023	Casa Diablo Mine Road	16.80
2024	Sheep Camp Road	3.40
2025	Chidago Canyon Road	14.33
2026	Deer Springs Road	2.08
2027	Barker Mine Road	4.23
2028	Cattle Drive Road	1.72
2029	Yellow Jacket Road	8.24
2030	Pumice Mill Road	0.72
2032	Joe Main Road	0.76
2033	Rabbit Ranch Road	1.23
2034	Morris Mine Road	3.29
2035	Chidago Loop Road	5.56
2036	Lone Star Road	2.12
2037	Lone Star Mine Road	1.02
2038	Pumice Mill Road	0.60
2039	Chalfant Loop Road	2.02
2040	White Mountain Estates Road	0.88
2041	Sequoia Street	0.20
2042	Ponderosa Street	0.20
2043	Tenaya Drive	0.13
2044	Petroglyph Road	0.38

ATTACHMENT A

Road No.	Street Name	Miles
2045	White Mountain Ranch Road	0.59
2046	Fish Slough Road	17.25
2047	Hieroglyph Road	0.09
2048	Dawson Ranch Road	0.76
2049	Indian Creek Road	0.25
2050	Hammil Road	0.79
2051	Cinnamon Ranch Road	0.24
2052	Crestview Drive	0.50
2053	Black Rock Mine Road	8.11
2054	Van Loon Cutoff	2.68
2055	Walker Place	0.08
2056	South Road	0.31
2057	Goolsby Ranch Road	0.44
2058	Christie Lane	0.36
2059	Reichart Ranch Road	0.68
2060	Clark Ranch Road	0.42
2061	Foothill Road	4.20
2062	G-Bar-T Ranch Road	0.90
2063	Sipes Ranch Road	1.03
2064	Pedro Ranch Road	0.84
2065	Bramlette Ranch Road	1.72
2066	Truman Meadows Road	1.73
2067	Black Lake Road	0.10
2068	Canyon Road	2.49
2069	Ranch Road	1.50
2070	Aspen Springs Ranch Road	0.74
2071	Hot Creek Ranch Road	1.06
2072	Owens River Road	16.14
2073	School Road	0.01
2074	Whitmore Tubs Road	2.70
2076	Pit Road	0.96
2077	Summers Road	0.22
2078	Substation Road	1.52
2080	Casa Diablo Cutoff	0.05
2081	Antelope Springs Road	9.65
2082	Huntley Mine Road	0.11
2083	Dry Creek Cutoff	2.46
2084	Deadman Creek Road	6.16
2085	Glass Creek Road	0.45
2086	Owens River Ranch Road	0.15

ATTACHMENT A

Road No.	Street Name	Miles
2088	Airport Road	1.30
2089	Sherwin Creek Road	3.93
2090	Sawmill Road	1.11
2091	Hot Creek Hatchery Road	4.93
2101	Westridge Road	0.45
2102	Paradise Point	0.04
2103	Scott Road	0.07
2104	Summit Road	0.19
2105	Dennis Way	0.03
2106	Glen Court	0.04
2107	Alison Lane	0.10
2108	Sherwin Trail	0.12
2109	Deer Peak Trail	0.16
2110	Eagle Vista	0.09
2111	Valley View Road	0.33
2112	Rimrock Drive	0.97
2115	Pinon Drive	0.32
2116	Quail Circle	0.10
2120	Sierra Vista Circle	0.04
2201	Swall Meadows Road	1.47
2202	Wilson Road	0.14
2204	Willow Road	0.15
2205	Orchard Road	0.20
2206	Meadow Road	0.10
2207	Foothill Road	0.22
2208	North Valley View Drive	0.22
2209	Mountain View Drive	0.84
2210	Pine Drive	0.23
2211	Sky Meadows Road	1.05
2301	Meadow View Drive	0.24
2302	Lake Manor Place	0.18
2303	Aspen Terrace	0.27
2304	Delta Drive	0.27
2305	Placer Road	0.11
2306	Hilton Creek Drive	0.23
2307	Hilton Creek Place	0.10
2308	Crowley Lake Circle	0.04
2309	Elderberry Lane	0.11
2310	Pearson Road	0.29
2311	Wild Rose Drive	0.05

ATTACHMENT A

Road No.	Street Name	Miles
2312	Sierra Springs Drive	0.64
2313	Larkspur Lane	0.15
2314	Shanna Circle	0.03
2315	Larkspur Drive	0.16
2401	Hunter Avenue	0.27
2402	Valley Road	0.71
2403	Virginia Avenue	0.20
2404	Chase Avenue	0.20
2405	Mountain View Avenue	0.25
2406	Brown's Subdivision Road	0.10
2407	Locust Street	0.50
2408	Chidago Way	0.21
2409	Piute Lane	0.08
2410	Cold Water Road	0.10
2411	White Mountain Drive	0.17
2412	Sacramento Street	0.25
2413	Chalfant Road	0.93
2414	Coyote Road	0.21
2415	Buena Vista Drive	0.23
2416	Lisa Lane	0.28
2417	Ronda Lane	0.18
2418	Mary Lane	0.18
2801	Wheeler View Drive	0.02
2802	Montana Road	0.05
3001	Big Springs Road	5.31
3002	Obsidian Dome Road	1.54
3003	Bald Mountain Road	11.16
3004	Bald Mountain Springs Road	2.29
3005	Pumice Mine Road	4.71
3006	West Portal Road	3.44
3008	Pine Cliff Road	0.98
3009	Aspen Road	0.22
3010	Dream Mountain Drive	0.20
3012	Parker Lake Road	3.10
3015	Oil Plant Road	1.04
3016	Test Station Road	5.56
3017	Rush Creek Road	3.08
3018	Dross Road	0.39
3019	Sand Flat Cutoff	4.54
3020	Pilot Springs Road	4.08

ATTACHMENT A

Road No.	Street Name	Miles
3021	Logging Camp Road	5.53
3022	Wet Meadow Road	20.03
3023	Johnny Meadows Road	1.98
3024	Crooked Meadows Road	0.43
3025	Sage Hen Meadows Road	9.06
3026	Baxters Road	0.56
3027	Dobie Meadows Road	30.86
3028	Adobe Ranch Road	4.41
3029	McGee Canyon Road	8.48
3030	River Springs Road	3.72
3031	Black Canyon Road	1.42
3032	Sawmill Meadows Road	11.52
3033	Sawmill Crossover Road	4.77
3034	Log Cabin Mine Road	4.84
3035	Poole Power Plant Road	3.34
3036	Ellery Lake Campground Road	0.24
3037	Saddlebag Lake Road	2.49
3038	Junction Campground Road	0.23
3039	Picnic Grounds Road	4.18
3040	Picnic Shortcut Road	0.10
3041	McPherson Subdivision Road	0.32
3042	Cemetery Road	5.89
3043	Thompson Road	1.02
3044	Lundy Lake Road	6.58
3045	Lundy Cutoff	0.57
3046	Lundy Dam Road	0.47
3048	Mill Creek Powerhouse Road	0.72
3049	Conway Ranch Road	3.38
3050	Rattlesnake Gulch Road	0.61
3051	Cooney Road	2.42
3052	Goat Ranch Cutoff	7.05
3053	Cottonwood Canyon Road	10.85
3054	Coyote Springs Road	6.53
3101	Big Rock Road	0.12
3102	Lakeview Drive	0.28
3103	Knoll Avenue	0.18
3104	North Crawford Avenue	0.07
3104	South Crawford Avenue	0.22
3105	Foster Avenue	0.12
3106	Brenner Street	0.07

ATTACHMENT A

Road No.	Street Name	Miles
3107	Forest Road	0.41
3108	Bruce Street	0.22
3109	Leonard Avenue	0.38
3110	Howard Avenue	0.07
3111	East Granite Avenue	0.04
3111	West Granite Avenue	0.17
3112	Gull Lake Road	0.14
3113	Lyle Terrace Road	0.37
3114	Gull Lake Campground Road	0.31
3116	Alderman Street	0.20
3120	Northshore Drive	3.53
3201	Pumice Road	0.12
3202	Airport Road	0.55
3203	Utility Road	0.86
3204	Lee Vining Avenue	0.44
3205	Fourth Street	0.06
3206	C Street	0.05
3207	D Street	0.06
3208	Mono Lake Avenue	0.16
3209	Third Street	0.11
3210	Yosemite Drive	0.07
3211	Paoha Drive	0.12
3212	Second Street	0.07
3214	East First Street	0.06
3214	West First Street	0.03
3215	Mattly Avenue	0.53
3301	East Mono Lake Drive	1.22
3302	Blue Lake Way	0.05
3303	Twin Lakes Drive	0.17
3304	Green Lake Court	0.04
3305	Lake Helen Court	0.05
3306	Peeler Lake Drive	0.38
3307	Silver Lake Way	0.09
3401	Conway Road	0.33
3402	Wilson Creek Road	0.38
3403	Glacier Canyon Way	0.26
3404	Lundy Circle	0.06
3405	Bodie Circle	0.06
4001	Virginia Lakes Road	6.20
4002	Dunderberg Meadows Road	8.47

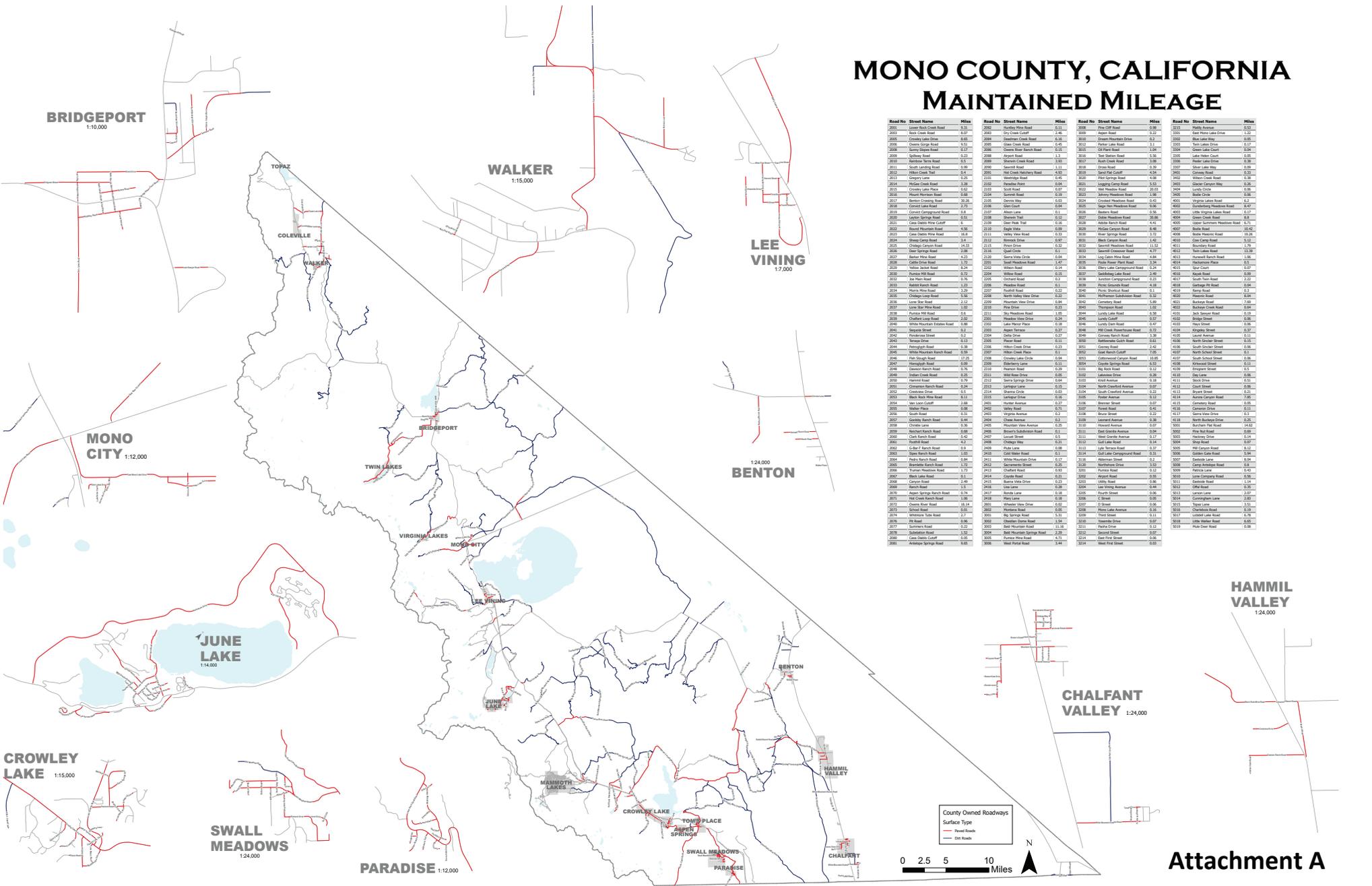
ATTACHMENT A

Road No.	Street Name	Miles
4003	Little Virginia Lakes Road	0.17
4004	Green Creek Road	8.80
4005	Upper Summers Meadows Road	6.71
4007	Bodie Road	10.42
4008	Bodie Masonic Road	19.26
4010	Cow Camp Road	5.12
4011	Boundary Road	1.79
4012	Twin Lakes Road	13.39
4013	Hunewill Ranch Road	1.06
4014	Hackamore Place	0.50
4015	Spur Court	0.07
4016	Kayak Road	0.09
4017	South Twin Road	2.22
4018	Garbage Pit Road	0.04
4019	Ramp Road	0.30
4020	Masonic Road	8.04
4021	Buckeye Road	7.69
4022	Buckeye Creek Road	0.64
4101	Jack Sawyer Road	0.19
4102	Bridge Street	0.06
4103	Hays Street	0.06
4104	Kingsley Street	0.37
4105	Laurel Avenue	0.11
4106	North Sinclair Street	0.15
4106	South Sinclair Street	0.06
4107	North School Street	0.10
4107	South School Street	0.06
4108	Kirkwood Street	0.11
4109	Emigrant Street	0.50
4110	Day Lane	0.06
4111	Stock Drive	0.51
4112	Court Street	0.06
4113	Bryant Street	0.21
4114	Aurora Canyon Road	7.85
4115	Cemetery Road	0.05
4116	Cameron Drive	0.11
4117	Sierra View Drive	0.30
4118	North Buckeye Drive	0.25
5001	Burcham Flat Road	14.62
5002	Pine Nut Road	0.69

ATTACHMENT A

Road No.	Street Name	Miles
5003	Hackney Drive	0.14
5004	Shop Road	0.07
5005	Mill Canyon Road	8.12
5006	Golden Gate Road	5.94
5007	Eastside Lane	8.04
5008	Camp Antelope Road	0.80
5009	Patricia Lane	0.43
5010	Lone Company Road	0.56
5011	Eastside Road	1.14
5012	Offal Road	0.35
5013	Larson Lane	2.07
5014	Cunningham Lane	2.83
5015	Topaz Lane	3.51
5016	Charlebois Road	0.19
5017	Lobdell Lake Road	6.78
5018	Little Walker Road	6.65
5019	Mule Deer Road	0.08
	TOTAL MILEAGE	679.45

MONO COUNTY, CALIFORNIA MAINTAINED MILEAGE



Road No.	Street Name	Miles	Road No.	Street Name	Miles	Road No.	Street Name	Miles	Road No.	Street Name	Miles
2001	Lower Oak Creek Road	5.51	2042	Hartley Hill Road	0.11	2078	Blue Cliff Road	0.06	3215	Harris Avenue	0.53
2002	Rock Creek Road	0.37	2043	Dr. Drew Loop	2.46	2079	Alton Road	0.27	3216	East Mono Lake Drive	1.22
2003	Chimney Lake Drive	0.85	2044	Chimney Creek Road	0.26	2080	Deann Washburn Drive	0.12	3217	West Lake Blvd	0.05
2004	Clayton Forge Road	0.51	2045	Clayton Creek Road	0.49	2081	Decker Lake Road	0.12	3218	Upper Lake Drive	0.17
2005	Conroy Canyon Road	0.37	2046	Conroy Canyon Road	0.37	2082	Deer Park Road	1.34	3219	Green Lake Court	0.04
2006	Salby Road	0.23	2047	Alford Road	1.13	2083	Deer Bottom Road	0.56	3220	Lake Helen Court	0.05
2007	Shoshone View Road	0.51	2048	Shoshone Creek Road	3.92	2084	Deer Creek Road	0.29	3221	Conover Road	0.30
2008	South Landing Road	0.69	2049	Search Road	1.11	2085	Chase Road	0.29	3222	Shore Lake Way	0.09
2009	Yellow Creek Trail	0.41	2050	West Creek Veterinary Road	0.40	2086	Spout Fire Camp	0.54	3223	Conover Road	0.30
2010	Gregory Lane	0.25	2051	Wentworth Road	0.40	2087	Phil Sprague Road	4.08	3224	Whitton Court	0.38
2011	Yellow Creek Road	2.88	2052	Parsons Road	0.60	2088	Longleaf Canyon Road	0.23	3225	Clayton Canyon Way	0.36
2012	Crowley Lake Place	0.62	2053	South Road	0.07	2089	West Meadows Road	20.07	3226	Lundy Circle	0.26
2013	Mount Airborne Road	0.68	2054	Search Road	0.32	2090	Shore Meadows Road	1.98	3227	Black Circle	0.06
2014	Benton Crossing Road	38.28	2055	Greene Way	0.05	2091	Crocker Meadows Road	0.43	4001	Virginia Lakes Road	0.2
2015	Carroll Lake Road	2.07	2056	Green Court	0.06	2092	Sign Hill Meadows Road	0.06	4002	Roundabout Meadows Road	0.47
2016	Carroll Campground Road	0.8	2057	Allen Lane	0.16	2093	Benton Road	0.56	4003	Little Springs Lane Road	0.17
2017	Larkin Springs Road	0.51	2058	Shoreway Trail	0.32	2094	Clayton Meadows Road	30.86	4004	Green Creek Road	0.4
2018	Casa Diablo Mine Canyon	6	2059	Coast Park Trail	0.18	2095	Albion Ranch Road	0.71	4005	Upper Summers Meadows Road	0.71
2019	Redwood Meadows Road	0.80	2060	Redwood Meadows Road	0.80	2096	Woods Canyon Road	0.48	4006	Upper Meadows Road	0.42
2020	Casa Diablo Mine Road	18.8	2061	Valley View Road	0.33	2097	River Springs Road	3.72	4007	Bodie Meadows Road	18.28
2021	Alford Circle	0.4	2062	Whitcomb Road	0.21	2098	Black Springs Road	0.42	4008	Lower Meadows Road	0.12
2022	Chimney Canyon Road	14.13	2063	Phon Drive	0.32	2099	Semmit Meadows Road	11.52	4009	Lower Meadows Road	0.12
2023	Chimney Canyon Road	14.13	2064	Phon Drive	0.32	2100	Semmit Meadows Road	11.52	4010	Blanchard Road	1.76
2024	Chimney Canyon Road	14.13	2065	Phon Drive	0.32	2101	Semmit Meadows Road	11.52	4011	Blanchard Road	1.76
2025	Chimney Canyon Road	14.13	2066	Phon Drive	0.32	2102	Semmit Meadows Road	11.52	4012	Blanchard Road	1.76
2026	Chimney Canyon Road	14.13	2067	Phon Drive	0.32	2103	Semmit Meadows Road	11.52	4013	Blanchard Road	1.76
2027	Chimney Canyon Road	14.13	2068	Phon Drive	0.32	2104	Semmit Meadows Road	11.52	4014	Blanchard Road	1.76
2028	Chimney Canyon Road	14.13	2069	Phon Drive	0.32	2105	Semmit Meadows Road	11.52	4015	Blanchard Road	1.76
2029	Chimney Canyon Road	14.13	2070	Phon Drive	0.32	2106	Semmit Meadows Road	11.52	4016	Blanchard Road	1.76
2030	Chimney Canyon Road	14.13	2071	Phon Drive	0.32	2107	Semmit Meadows Road	11.52	4017	Blanchard Road	1.76
2031	Chimney Canyon Road	14.13	2072	Phon Drive	0.32	2108	Semmit Meadows Road	11.52	4018	Blanchard Road	1.76
2032	Chimney Canyon Road	14.13	2073	Phon Drive	0.32	2109	Semmit Meadows Road	11.52	4019	Blanchard Road	1.76
2033	Chimney Canyon Road	14.13	2074	Phon Drive	0.32	2110	Semmit Meadows Road	11.52	4020	Blanchard Road	1.76
2034	Chimney Canyon Road	14.13	2075	Phon Drive	0.32	2111	Semmit Meadows Road	11.52	4021	Blanchard Road	1.76
2035	Chimney Canyon Road	14.13	2076	Phon Drive	0.32	2112	Semmit Meadows Road	11.52	4022	Blanchard Road	1.76
2036	Chimney Canyon Road	14.13	2077	Phon Drive	0.32	2113	Semmit Meadows Road	11.52	4023	Blanchard Road	1.76
2037	Chimney Canyon Road	14.13	2078	Phon Drive	0.32	2114	Semmit Meadows Road	11.52	4024	Blanchard Road	1.76
2038	Chimney Canyon Road	14.13	2079	Phon Drive	0.32	2115	Semmit Meadows Road	11.52	4025	Blanchard Road	1.76
2039	Chimney Canyon Road	14.13	2080	Phon Drive	0.32	2116	Semmit Meadows Road	11.52	4026	Blanchard Road	1.76
2040	Chimney Canyon Road	14.13	2081	Phon Drive	0.32	2117	Semmit Meadows Road	11.52	4027	Blanchard Road	1.76
2041	Chimney Canyon Road	14.13	2082	Phon Drive	0.32	2118	Semmit Meadows Road	11.52	4028	Blanchard Road	1.76
2042	Chimney Canyon Road	14.13	2083	Phon Drive	0.32	2119	Semmit Meadows Road	11.52	4029	Blanchard Road	1.76
2043	Chimney Canyon Road	14.13	2084	Phon Drive	0.32	2120	Semmit Meadows Road	11.52	4030	Blanchard Road	1.76
2044	Chimney Canyon Road	14.13	2085	Phon Drive	0.32	2121	Semmit Meadows Road	11.52	4031	Blanchard Road	1.76
2045	Chimney Canyon Road	14.13	2086	Phon Drive	0.32	2122	Semmit Meadows Road	11.52	4032	Blanchard Road	1.76
2046	Chimney Canyon Road	14.13	2087	Phon Drive	0.32	2123	Semmit Meadows Road	11.52	4033	Blanchard Road	1.76
2047	Chimney Canyon Road	14.13	2088	Phon Drive	0.32	2124	Semmit Meadows Road	11.52	4034	Blanchard Road	1.76
2048	Chimney Canyon Road	14.13	2089	Phon Drive	0.32	2125	Semmit Meadows Road	11.52	4035	Blanchard Road	1.76
2049	Chimney Canyon Road	14.13	2090	Phon Drive	0.32	2126	Semmit Meadows Road	11.52	4036	Blanchard Road	1.76
2050	Chimney Canyon Road	14.13	2091	Phon Drive	0.32	2127	Semmit Meadows Road	11.52	4037	Blanchard Road	1.76
2051	Chimney Canyon Road	14.13	2092	Phon Drive	0.32	2128	Semmit Meadows Road	11.52	4038	Blanchard Road	1.76
2052	Chimney Canyon Road	14.13	2093	Phon Drive	0.32	2129	Semmit Meadows Road	11.52	4039	Blanchard Road	1.76
2053	Chimney Canyon Road	14.13	2094	Phon Drive	0.32	2130	Semmit Meadows Road	11.52	4040	Blanchard Road	1.76
2054	Chimney Canyon Road	14.13	2095	Phon Drive	0.32	2131	Semmit Meadows Road	11.52	4041	Blanchard Road	1.76
2055	Chimney Canyon Road	14.13	2096	Phon Drive	0.32	2132	Semmit Meadows Road	11.52	4042	Blanchard Road	1.76
2056	Chimney Canyon Road	14.13	2097	Phon Drive	0.32	2133	Semmit Meadows Road	11.52	4043	Blanchard Road	1.76
2057	Chimney Canyon Road	14.13	2098	Phon Drive	0.32	2134	Semmit Meadows Road	11.52	4044	Blanchard Road	1.76
2058	Chimney Canyon Road	14.13	2099	Phon Drive	0.32	2135	Semmit Meadows Road	11.52	4045	Blanchard Road	1.76
2059	Chimney Canyon Road	14.13	2100	Phon Drive	0.32	2136	Semmit Meadows Road	11.52	4046	Blanchard Road	1.76
2060	Chimney Canyon Road	14.13	2101	Phon Drive	0.32	2137	Semmit Meadows Road	11.52	4047	Blanchard Road	1.76
2061	Chimney Canyon Road	14.13	2102	Phon Drive	0.32	2138	Semmit Meadows Road	11.52	4048	Blanchard Road	1.76
2062	Chimney Canyon Road	14.13	2103	Phon Drive	0.32	2139	Semmit Meadows Road	11.52	4049	Blanchard Road	1.76
2063	Chimney Canyon Road	14.13	2104	Phon Drive	0.32	2140	Semmit Meadows Road	11.52	4050	Blanchard Road	1.76
2064	Chimney Canyon Road	14.13	2105	Phon Drive	0.32	2141	Semmit Meadows Road	11.52	4051	Blanchard Road	1.76
2065	Chimney Canyon Road	14.13	2106	Phon Drive	0.32	2142	Semmit Meadows Road	11.52	4052	Blanchard Road	1.76
2066	Chimney Canyon Road	14.13	2107	Phon Drive	0.32	2143	Semmit Meadows Road	11.52	4053	Blanchard Road	1.76
2067	Chimney Canyon Road	14.13	2108	Phon Drive	0.32	2144	Semmit Meadows Road	11.52	4054	Blanchard Road	1.76
2068	Chimney Canyon Road	14.13	2109	Phon Drive	0.32	2145	Semmit Meadows Road	11.52	4055	Blanchard Road	1.76
2069	Chimney Canyon Road	14.13	2110	Phon Drive	0.32	2146	Semmit Meadows Road	11.52	4056	Blanchard Road	1.76
2070	Chimney Canyon Road	14.13	2111	Phon Drive	0.32	2147	Semmit Meadows Road	11.52	4057	Blanchard Road	1.76
2071	Chimney Canyon Road	14.13	2112	Phon Drive	0.32	2148	Semmit Meadows Road	11.52	4058	Blanchard Road	1.76
2072	Chimney Canyon Road	14.13	2113	Phon Drive	0.32	2149	Semmit Meadows Road	11.52	4059	Blanchard Road	1.76
2073	Chimney Canyon Road	14.13	2114	Phon Drive	0.32	2150	Semmit Meadows Road	11.52	4060	Blanchard Road	1.76
2074	Chimney Canyon Road	14.13	2115	Phon Drive	0.32	2151	Semmit Meadows Road	11.52	4061	Blanchard Road	1.76
2075	Chimney Canyon Road	14.13	2116	Phon Drive	0.32	2152	Semmit Meadows Road	11.52	4062	Blanchard Road	1.76
2076	Chimney Canyon Road	14.13	2117	Phon Drive	0.32	2153	Semmit Meadows Road	11.52	4063	Blanchard Road	1.76
2077	Chimney Canyon Road	14.13	2118	Phon Drive	0.32	2154	Semmit Meadows Road	11.52	4064	Blanchard Road	1.76
2078	Chimney Canyon Road	14.13	2119	Phon Drive	0.32	2155	Semmit Meadows Road	11.52	4065	Blanchard Road	1.76
2079	Chimney Canyon Road	14.13	2120	Phon Drive	0.32	2156	Semmit Meadows Road	11.52	4066	Blanchard Road	1.76
2080	Chimney Canyon Road	14.13	2121	Phon Drive	0.32	2157	Semmit Meadows Road	11.52	4067	Blanchard Road	1.76
2081	Chimney Canyon Road	14.13	2122	Phon Drive	0.32	2158	Semmit Meadows Road	11.52	4068	Blanchard Road	1.76
2082	Chimney Canyon Road	14.13	2123	Phon Drive	0.32	2159	Semmit Meadows Road	11.52	4069	Blanchard Road	1.76
2083	Chimney Canyon Road	14.13	2124	Phon Drive	0.32	2160	Semmit Meadows Road	11.52	4070	Blanchard Road	1.76
2084	Chimney Canyon Road	14.13	2125	Phon Drive	0.32	2161	Semmit Meadows Road	11.52	4071	Blanchard Road	1.76
2085	Chimney Canyon Road	14.13	2126	Phon Drive	0.32	2162	Semmit Meadows Road	11.52	4072	Blanchard Road	1.76
2086	Chimney Canyon Road	14.13	2127	Phon Drive	0.32	2163	Semmit Meadows Road	11.52	4073	Blanchard Road	1.76
2087	Chimney Canyon Road	14.13	2128	Phon Drive	0.32	2164	Semmit Meadows Road	11.52	4074	Blanchard Road	1.76
2088	Chimney Canyon Road	14.13	2129	Phon Drive	0.32	2165	Semmit Meadows Road	11.52	4075	Blanchard Road	1.76
2089	Chimney Canyon Road	14.13	2130	Phon Drive	0.32	2166	Semmit Meadows Road	11.52	4076	Blanchard Road	1.76
2090	Chimney Canyon Road	14.13	2131	Phon Drive	0.32	2167	Semmit Meadows Road	11.52	4077	Blanchard Road	1.76
2091	Chimney Canyon Road	14.13	2132	Phon Drive	0.32	2168	Semmit Meadows Road	11.52	4078	Blanchard Road	1.76
2092	Chimney Canyon Road	14.13	2133	Phon Drive	0.32	2169	Semmit Meadows Road	11.52	4079	Blanchard Road	1.76
2093	Chimney Canyon Road	14.13	2134	Phon Drive	0.32	2170	Semmit Meadows Road	11.52	4080	Blanchard Road	1.76
2094	Chimney Canyon Road	14.13	2135	Phon Drive	0.32	2171	Semmit Meadows Road	11.52	4081	Blanchard Road	1.76
2095	Chimney Canyon Road	14.13	2136	Phon Drive	0.32	2172	Semmit Meadows Road	11.52	4082	Blanchard Road	1.76
2096	Chimney Canyon Road	14.13	2137	Phon Drive	0.32	2173	Semmit Meadows Road	11.52	4083	Blanchard Road	1.76
2097	Chimney Canyon Road	14.13	2138	Phon Drive	0.32	2174	Semmit Meadows Road	11.52	4084	Blanchard Road	1.76
2098	Chimney Canyon Road	14.13	2139	Phon Drive	0.32	2175	Semmit Meadows Road	11.52	4085	Blanchard Road	1.76
2099	Chimney Canyon Road	14.13	2140	Phon Drive	0.32	2176	Semmit Meadows Road	11.52	4086	Blanchard Road	1.76
2100	Chimney Canyon Road	14.13	2141	Phon Drive	0.32	2177	Semmit Meadows Road	11.52	4087	Blanchard Road	1.76
2101	Chimney Canyon Road	14.13	2142	Phon Drive	0.32	2178	Semmit Meadows Road	11.52	4088	Blanchard Road	1.76
2102	Chimney Canyon Road	14.13	2143	Phon Drive	0.32	2179	Semmit Meadows Road	11.52	4089	Blanchard Road	1.76
2103	Chimney Canyon Road	14.13	2144	Phon Drive	0.32	2180	Semmit Meadows Road	11.52	4090	Blanchard Road	1.76
2104	Chimney Canyon Road	14.13	2145	Phon Drive	0.32	2181	Semmit Meadows Road	11.52	4091	Blanchard Road	1.76
2105	Chimney Canyon Road	14.13	2146	Phon Drive	0.32	2182					



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: Public Works

TIME REQUIRED

SUBJECT Grant Funding for County Electric Vehicle (EV) Chargers

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

This item is to authorize the Public Works Department to Pursue Grant Funding for County Electric Vehicle (EV) Chargers to meet the goals of the Capital Improvement Plan.

RECOMMENDED ACTION:

Authorize Public Works Director to prepare and submit grant applications to meet the goals of the Capital Improvement Plan for providing additional Electric Vehicle Charging Infrastructure throughout Mono County.

FISCAL IMPACT:

There are no Fiscal Impacts at this time. If grant agreements are issued Public Works will return to the Board to request that the Public Works Director be authorized to execute the agreements, accept funds, and administer the grants (in consultation with County Counsel). At that time, we will identify fiscal impacts such as matching funds that might be required.

CONTACT NAME: Karyn Spears

PHONE/EMAIL: 760-616-4651 / kspears@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report ev</p>
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History

Time	Who	Approval
4/4/2024 5:54 PM	County Counsel	Yes

4/8/2024 3:15 PM

Finance

Yes

4/12/2024 5:52 AM

County Administrative Office

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: 04-16-2024
To: Honorable Chair and Members of the Board of Supervisors
From: Karyn Spears, Superintendent of Public Works
Re: Pursue Grant Funding for County EV Chargers

Background:

The State of California has enacted the ACF (Advanced Clean Fleet) regulation. According to the State of California, ACF regulation is critical to achieving both our health protective ambient air quality standards and the climate goals established [Governor's Executive Order N-79-20](#). This regulation is expected to save \$26.5 billion in statewide health benefits from criteria pollutant emissions and a net cost savings of \$48 billion to fleets. The following information summarizes the ACF regulation, which complements the ACT regulation, and is a part of a broader strategy to deploy medium- and heavy-duty ZEVs everywhere feasible. Along with this regulation, there are numerous grant opportunities.

Presently travel within Mono County is limited for electric vehicles due in part to the limited charger locations.

Discussion:

The County of Mono fleet would benefit from increased EV chargers throughout North and South County to allow employees more opportunity for charging when travelling. This will also assist us with the CA requirement that 50% of our annual vehicle purchases will be required to be zero emissions.

Electric Vehicle Chargers are included in the Capital Improvement Plan. Public Works is actively pursuing grants to fund these Electric Vehicle Chargers.

Approval of the recommended action will allow Public Works to prepare and submit grant applications, such as the application to the California Energy Commission for the Clean Transportation Programs GFO-23-606 Charging Infrastructure for Government Fleet that will provide EV charging infrastructure to Mono County fleet, supporting our goals of sustainability, and to continue to pursue and apply for grants when they become available.

If grant agreements are issued Public Works will return to the Board to request that the Public Works Director be authorized to execute the agreements, accept funds, and administer the grants (in consultation with County Counsel). At that time, we will identify fiscal impacts such as matching funds that might be required, prior to engaging in said grants.

Please contact me at (760) 616-4651 or kspears@mono.ca.gov if you have any questions regarding this item.

Respectfully submitted,
Karyn Spears

Karyn Spears
Superintendent of Public Works, Parks and Facilities



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: Public Works

TIME REQUIRED

SUBJECT Purchase of New Lube / Service Truck

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The purchase of this new Lube / Service Truck was authorized under the previous Minute Order of 23-241 for the amount of \$335,000. This item is to increase that amount to \$366,081 to cover all taxes and fees.

RECOMMENDED ACTION:

Authorize Public Works Director to purchase the 2024 Freightliner 108 SD, as identified in Minute Order 23-241, on behalf of the County in an amount not to exceed \$366,081.

FISCAL IMPACT:

The Fiscal Impact is \$366,081 which includes taxes, license, and delivery charges, paid from the Fleet's Capital Asset Budget which operates as an Internal Service Fund. There is a budget shortfall of approximately \$70,000 to be covered with budget savings from our previous purchase this fiscal year of the Water Truck for \$80,000 below our estimate.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 7607090427 / proten@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Att. A - Minute Order
Att. B - Invoice

History

Time	Who	Approval
4/11/2024 9:03 PM	County Counsel	Yes
4/8/2024 3:25 PM	Finance	Yes
4/12/2024 5:55 AM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: April 16, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Steve Reeves, P.W. Road Superintendent
Subject: Purchase of New Lube / Service Truck to Replace Old Lube / Service Truck Final Cost

Background:

On October 17th of 2023 per Minute Order 23-241 (Attachment A), the Board authorized the Public Works Director to purchase a 2024 Freightliner 108 SD, for use as a New Lube / Service Truck, on behalf of the County in an amount not to exceed \$335,000.

The amount that Public Works requested for authorization was based on a preliminary estimate by Valew Quality Truck Bodies that did not include state or federal taxes. Valew Quality Truck Bodies is the manufacturer of our current lube / service trucks. They are in Adelanto, CA. This will be a tier 4 final, CARB compliant vehicle.

Discussion:

Upon receiving the final Invoice (Attachment B), the costs including all taxes and fees are as follows:

- truck and body = \$306,900
- Federal Excise Tax = \$36,828
- State Sales Tax = \$22,250.25
- Document and other fees of = \$102.50

For a total of \$366,080.75

We have paid a deposit of \$30,690. This leaves a balance of \$335,390.75.

This item is to request an increase of the original signing limit from \$335,000.00 to \$366,080.75.

If you have any questions regarding this item, please contact me at (760) 932-5449.

Respectfully submitted,

Steve Reeves

Steve Reeves
Public Works Road Superintendent

Attachments: Attachment A – Minute Order 23-241
Attachment B – Valew Invoice dated 3/25/2024

**BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517**

*Queenie Barnard
Clerk of the Board*

**REGULAR MEETING of
October 17, 2023**

**MINUTE ORDER
M23-241
Agenda Item #5c.**

TO: Public Works - Roads

SUBJECT: Service/Lube Truck Acquisition

Authorized Public Works Director to purchase 2024 Freightliner 108 SD on behalf of the County in an amount not to exceed \$335,000.

Gardner moved; Kreitz seconded

Vote: 5 Yes, 0 No

M23-241

Valew Quality Truck Bodies

US Mail Only

PO Box 310
 Adelanto, CA 92301-2704
 Toll Free 844-208-2539



Invoice

Date	Invoice No.	S.O. No.
3/25/2024	8103350	080823-7

Bill To:
Mono County 74 North School St Bridgeport, CA 93517

Ship To:
Mono County 74 North School St Bridgeport, CA 93517

P.O. No.	Terms	Rep.	Account No.	Ship Date	Shipped Via	F.O.B.
	C.O.D.	SN		3/25/2024	WC	

Qty.	Item Code	Description	Price Each	Amount
	FRHTLNR	2024 FREIGHTLINER 108 SD 6X6 VIN: 3ALKG5FE7RDVC1547	165,100.00	165,100.00T
1	F.E.T.	FEDERAL EXCISE TAX	12.00%	19,812.00
1	CSTMBDY	CLOSED BACK LUBE AND FUEL SERVICE BODY	141,800.00	141,800.00T
1	F.E.T.	FEDERAL EXCISE TAX	12.00%	17,016.00
1	DOC FEES	DOCUMENT PROCESSING CHARGE	85.00	85.00
1	LIC FEES	LICENSING FEES - EXEMPT PLATES	0.00	0.00
1	CTS	CALIFORNIA TIRE SURCHARGE	17.50	17.50
1	DEPOSIT	DEPOSIT	-30,690.00	-30,690.00
		EXEMPT LICENSED PLATES CERTIFICATION ON FILE EG		

DISCLOSURE OF REGULATION APPLICABILITY AN ON-ROAD HEAVY DUTY DIESEL OR ALTERNATIVE-DIESEL VEHICLE OPERATED IN CALIFORNIA MAY BE SUBJECT TO THE CALIFORNIA AIR RESOURCES BOARD REGULATION TO REDUCE PARTICULATE MATTER AND CRITERIA POLLUTANT EMISSIONS FROM IN-USE-HEAVY-DUTY DIESEL VEHICLES. IT THEREFORE COULD BE SUBJECT TO EXHAUST RETROFIT OR ACCELERATED TURNOVER REQUIREMENTS TO REDUCE EMISSIONS OF AIR POLLUTANTS. ADDITIONAL EMISSIONS REQUIREMENTS MAY APPLY DEPENDING ON THE TYPE AND USE OF DIESEL OR ALTERNATIVE-DIESEL VEHICLES, INCLUDING BUT NOT LIMITED TO: PORT OR DRAYAGE TRUCKS, PUBLIC AGENCY AND UTILITY TRUCKS, SOLID WASTE COLLECTION VEHICLES AND TRANSIT BUSES.	Subtotal	\$313,140.50
	Sales Tax (7.25%)	\$22,250.25
	Total:	\$335,390.75

Seller reserves the right to cancel any order or contract at any time. Seller agrees to refund Buyer's deposit within thirty (30) days of a cancellation by Seller. Buyer agrees that, in the event of Seller's Cancellation or nonperformance, Seller will not be liable for consequential damages of any nature., including, but not limited to, lost profits, down time, equipment rental, wages, time lost, and transportation expense. Buyer agrees that Seller's maximum liability pursuant to this contract is limited to the invoice total, excluding any applicable Federal or State taxes.

Buyer agrees to Terms and Conditions set forth by Seller including "General Terms and Conditions of Sale". Buyer also acknowledges receipt of the documentation attached to this invoice labelled " Addendum A", "Addendum B" and "Addendum C".

Buyer _____ Date _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: Public Works

TIME REQUIRED

SUBJECT Eastside Lane Rehabilitation Project
Phase 2

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Authorization to Bid and Award the Eastside Lane Rehabilitation Project Phase 2; Federal Project No. RPL-5947(065)

RECOMMENDED ACTION:

(1) Approve the attached bid package and authorize the Public Works Department to advertise the project for bids upon obtaining authorization to proceed (E-76) from the federal government. (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 less than or equal to available project STIP funds. (3) Authorize the Public Works Director, in consultation with County Counsel, to administer that 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. (4) Authorize the Public Works Director to reject all bids if no bid received is within available STIP funds.

FISCAL IMPACT:

Total programmed federal funding is \$3,748,000 in the State Transportation Improvement Program (STIP). Federal reimbursement of 88.53 percent is funded with STIP federal funds. Caltrans Toll Credits have been requested to fund the required 11.47 percent local match. Should Toll Credits be unavailable, the 11.47 percent local match will be funded by SB1 RMRA funds or other local transportation funds. Exact costs will be based on actual bids received. If bids received exceed programmed STIP funding, additional STIP funding may be applied to the project depending on the availability of funds.

CONTACT NAME: Chad Senior

PHONE/EMAIL: 760 920-3496 / csenior@mono.ca.gov

SEND COPIES TO:

csenior@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Project Manual 5947\(065\)](#)

[Project Plans 5947\(065\)](#)

History

Time	Who	Approval
4/5/2024 10:01 AM	County Counsel	Yes
4/11/2024 12:33 PM	Finance	Yes
4/12/2024 5:50 AM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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Date: April 16, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Chad Senior, Associate Engineer
Re: Authorization to Bid and Award the Eastside Lane Rehabilitation Project Phase 2; Federal Project No. RPL-5947(065)

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

Background:

This Capital Improvement Program project will rehabilitate failing asphalt pavement on portions of Eastside Lane from Highway 395 to Offal Road and from Cunningham Lane to Topaz Lane. The existing asphalt concrete will be recycled in-place for reuse on this project by implementing full-depth reclamation (FDR). This road rehabilitation treatment provides environmental sustainability by reducing the use of natural resources and minimizing fuel consumption, greenhouse gas emissions, and waste disposal. Additionally, roadway drainage, signs, and traffic paint striping will be rehabilitated.

The project was approved by the California Transportation Commission (CTC) at the March 22, 2024 meeting. An authorization to proceed (E-76) from the federal government is expected to be received by the public works department within a few weeks of the CTC approval.

Discussion:

Upon receiving the E-76 and obtaining Board of Supervisor approval, the project will be advertised for bid on Mono County's Bid Management System to begin construction in 2024. The project manual (contract documents, special provisions, technical specifications, project plans, etc.) is attached to this staff report for Board reference.

Note, a Program Supplement Agreement (PSA) with Caltrans is forthcoming for this project. The signed agreement and necessary Board resolution will be placed on a future board agenda for approval and execution. The PSA authorizes the State to disburse the appropriate funds necessary to reimburse the County for costs related to the Eastside Lane Rehabilitation Project Phase 2. The project can be bid and awarded prior to execution of the agreement; however, the signed PSA and resolution must be provided prior to invoicing for reimbursement of STIP funds.

The project is exempt from the California Environmental Quality Act (CEQA Section 15301, Class 1, Type C) and a Notice of Exemption has been prepared for this project by the Public Works Department. This project is also subject to National Environmental Policy Act (NEPA) requirements. A NEPA Categorical Exclusion (CE) was completed by Caltrans on November 28, 2022 in accordance with Chapter 3 of Title 23, United States Code Section 326 and a Memorandum of Understanding between FHWA and the State. Caltrans has determined that the project is a Categorical Exclusion under 23 CFR 771.117(c): activity (c)(26).

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

Respectfully submitted,



Chad Senior,
Associate Engineer

Attachments: Project Manual
Project Plans

PROJECT MANUAL
FOR
EASTSIDE LANE REHABILITATION PROJECT
Project No. RPL-5947(065)
MONO COUNTY, CALIFORNIA



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

CONTRACTING AGENCY:

COUNTY OF MONO

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

January 2024

OPTIONAL PRE-BID CONFERENCE:

11:00 am, Wednesday May 8, 2024
Public Works Conference Room
74 North School Street
Bridgeport, California 93517

BID SUBMITTAL DEADLINE:

3:00 pm, Wednesday May 15, 2024
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 237
Bridgeport, California 93517

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CERTIFICATION PAGE

*County of Mono, Department of Public Works
Eastside Lane Rehabilitation Project Phase 2
Project No. RPL-5947(065)*

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

APPROVED BY:



(Signature)

January 26, 2024

Date

Kalen Dodd
C73887
County Engineer
County of Mono Department of Public Works
74 North School Street
Bridgeport, California 93517

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Project No. RPL-5947(065)*

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SECTION I



INVITATION FOR BIDS

Eastside Lane Rehabilitation Project Phase 2

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SECTION I



INVITATION FOR BIDS

Eastside Lane Rehabilitation Project Phase 2

RPL-5947(065)

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COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BIDS

EASTSIDE LANE REHABILITATION PROJECT PHASE 2
Project No. RPL-5947(065)

Notice is hereby given that the Mono County (“County”) Department of Public Works calls for bids from qualified General Engineering and Asphalt Paving contractors for the **EASTSIDE LANE REHABILITATION PROJECT PHASE 2** (“Project”). The purpose of this Project is to rehabilitate approximately 5 miles of existing asphalt concrete pavement on Eastside Lane in Walker, CA. Project limits are from the intersection with Highway 395 to Offal Road and from the intersection with Cunningham Lane to Topaz Lane. Two existing culverts crossing under Eastside Lane will be replaced as part of this project. Associated signs, paint striping, and paint markings are included in the project. The Disadvantaged Business Enterprise (DBE) goal for this project is **8 percent**.

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

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

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

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

The Project and all work must be completed within **35 working days** from the date of issuance of the Notice to Proceed.

An **optional** pre-bid conference and site visit will be held at the County’s Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. Online web access to attend the meeting will also be provided. Access to the online meeting will be posted on the Mono County Bid Management System prior to the scheduled date. The optional pre-bid conference is scheduled for **11:00 am Wednesday May 8, 2024**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, or any other reason, all plan-holders will be notified in advance.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **3:00 pm Wednesday May 15, 2024 (“Bid Submission Deadline”)**.

As soon thereafter as is practicable, all bids received by the Clerk as of the Bid Submission Deadline will be taken to the Department of Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend in person or online. Advance notice for online attendance will be posted on the Mono County Bid Management System prior to the scheduled date for all interested parties.



Chad Senior
Associate Engineer
Mono County Department of Public Works

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS



EASTSIDE LANE REHABILITATION PROJECT PHASE 2

Project No. RPL-5947(065)

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS

EASTSIDE LANE REHABILITATION PROJECT PHASE 2

Project No. RPL-5947(065)

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

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the **EASTSIDE LANE REHABILITATION PROJECT PHASE 2 (“Project”)** in strict accordance with the Project Manual, which include the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Construction Quality Assurance Program, Agreement, any applicable addenda issued by the County’s Department of Public Works, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the Project and related work contemplated in the Project Manual and described in any contract executed pursuant to this Invitation for Bids.

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

Bidder hereby agrees to commence work on the Project pursuant to any contract executed pursuant to this Invitation for Bids on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 35 working days from the date of issuance of the Notice to Proceed**, pursuant to the provisions specified in any contract executed pursuant to this Invitation for Bids.

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

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

Bidder’s Company Name: _____

Company Address: _____

Office Telephone No.: _____ Email Address: _____

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

Mono County Business License. No.: _____

Name of Company Officer: _____ Title: _____

Bidder’s Signature Date

(Add seal if by a corporation)

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COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS

INSTRUCTIONS TO BIDDERS

EASTSIDE LANE REHABILITATION PROJECT PHASE 2
Project No. RPL-5947(065)

1. SECURING BID DOCUMENTS

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

2. PRE-BID CONFERENCE

An **optional** pre-bid conference and site visit will be held at the Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. A virtual web meeting will be scheduled for all interested parties to attend. Information to join the meeting will be posted on the Mono County Bid Management System prior to the scheduled meeting. The meeting is scheduled for **11:00 am, Wednesday, May 8, 2024**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, or any other reason, all plan-holders will be notified in advance.

3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

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

of a bid constitutes agreement by a bidder that its representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder's attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

4. APPROXIMATE QUANTITIES

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

5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Eastside Lane Rehabilitation Project Phase 2 Proposal Forms ("Proposal Forms") contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.
- B. **ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER.** Proposal Forms (contained herein on pages **BD-1 through BD-30**) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. After bid opening, the County will determine available funding, and, if it chooses to do so, the County will award a contract for construction of the project. For purposes of comparing bids and determining the apparent low bidder, the County will use the amount entered as the "**Bidder's Total Project Cost**" on page **BD-3** of the proposal forms.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidences that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- F. Bidders' attention is directed to the insurance and bond requirements described below and

as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.

- G. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning Buy America, Disadvantaged Business Enterprises, employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. This Project is subject to Disadvantaged Business Enterprise (DBE) requirements. Mono County has calculated a **DBE goal of 8 percent**. Each bidder shall complete Exhibit 15-G, Construction Contract DBE Commitment form on page BD-25 and Exhibit 15-H, Proposer/Contractor Good Faith Efforts on page BD-27. Bidders are recommended to submit Exhibit 15-H even if you indicate on Exhibit 15-G that you will meet the proposed DBE requirement. Exhibit 15-H protects the bidder's eligibility for award of the contract if Mono County determines that the bidder failed to meet the DBE goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error. DBE submittal (Exhibit 15-G, 15-H, and copy of quote from each DBE) shall be submitted to the County no later than 4:00 pm on the 5th day after bid opening. If the last day for submitting the bid forms falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified. DBE forms may be delivered to the Clerk of the Board of Supervisors or submitted electronically to csenior@mono.ca.gov before the deadline.
- I. Proposal Forms (contained herein on pages **BD-1 through BD-30** and bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **EASTSIDE LANE REHABILITATION PROJECT PHASE 2** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.
- J. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Wednesday, May 15, 2024** ("Bid Submission Deadline"). Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- K. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

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

7. WITHDRAWAL OF BID

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

8. AGREEMENT AND BONDS

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

9. OPENING OF BIDS

As soon after the Bid Submission Deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Online web access for bid opening attendance will be available. Advance notice will be posted on the Mono County Bid Management System providing web access for any interested parties to attend. Note, any bid received after the Bid Submission Deadline will be returned to the bidder unopened.

10. BID EVALUATION

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Mono County's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low bidder, and such other bidders as the Department of Public Works deems appropriate, appears to be a "responsible bidder." Said investigation will involve checking each bidder's and any listed subcontractor's license status and eligibility to contract for public works, and may also include, a request for bidder references and/or insurance certificates, a request for documents demonstrating the bidder's solvency and available resources to timely complete the work, and

consideration of the bidder's performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid that does not affect the contract price and provided such waiver is allowed by law.

11. BID PROTEST PROCEDURE

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

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

Bidders may submit protests to the County by mail or electronically. Protests submitted by mail (USPS, UPS, FedEx, Golden State Overnight, etc.) must be addressed and delivered to the Clerk of the Board of Supervisors, c/o Mono County Department of Public Works, Attn: Chad Senior, 74 North School Street, Post Office Box 237, Bridgeport, California, 93517. Protests submitted electronically should be emailed to Chad Senior at cseior@mono.ca.gov.

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

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to the Department of Public Works' investigation and to provide any information requested by the Department of Public Works. The Department of Public Works shall notify the protested bidder of any evidence reflecting upon his responsibility, afford the protested bidder an opportunity to rebut such evidence, and allow the protested bidder to present evidence in support of his qualifications to perform the contract. The Department of Public Works shall respond to the protesting party upon the conclusion of its investigation by providing the protesting party a statement of its conclusions and findings. Thereafter, the Director of the Department of Public Works shall make a recommendation to the Board of Supervisors regarding the bid protest.

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

12. AWARD OR REJECTION OF BIDS

- A. After expiration of the Bid Protest Deadline, the County may, in its discretion take any of the following actions: (1) Award a contract notwithstanding the filing of a bid protest; (2)

refrain from awarding a contract pending resolution of any or all bid protests; or (3) otherwise proceed as it deems appropriate, including without limitation rejecting all bids received. Further, under Public Contract Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

- B. If it chooses to award a contract, the County shall award the contract to the bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, any such contract will not be in force until it is approved and fully executed by the County and the successful bidder.
- C. Payment under any contract resulting from this Invitation for Bids will be consistent with the Sample Standard Agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.
- D. Contract award, if made, is anticipated to occur within two (2) weeks after the date of bid opening but could occur up to 60 days after said date. In such an event, all bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect.
- E. The County assumes no responsibility for any costs the bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

13. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the contract for the Project, which the successful bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within eight (8) days, not including Saturdays, Sundays, or legal holidays following receipt of such contract and Notice of Intent to Award. Failure to do so by the successful bidder shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of a contract for the Project.
- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully-executed contract for the Project and acceptable bonding and insurance certificates are received by the County.

- D. The bid security of all bidders will be retained by the County until a contract for the Project is executed by the successful Bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the bidders whose proposals they accompanied.

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the successful bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project and related work will be held responsible for their work, which shall be subject to the provisions of the Project Manual and any contract executed pursuant to this Invitation for Bids.
- B. Each bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or Ten Thousand dollars (\$10,000.00), whichever is greater, of the bidder's bid.
- C. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set.
- D. No bidder whose bid is accepted shall, without consent of the Director of the Department of Public Works, do any of the following:
- (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
 - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Director of the Department of Public Works, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.

15. INTEREST IN MORE THAN ONE BID

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

16. COORDINATION WITH OTHER CONTRACTORS

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

17. SUBSTITUTIONS

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

18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as the Contractor, will be required to furnish a valid Mono County Business License issued by County's Office of the Treasurer prior to commencing the work.
- B. In order to be eligible for award of a contract for the Project, a bidder must possess either of the following classification(s) of contractor's license: (1) Class A – General Engineering; or (2) C12 – Earthwork and Paving.
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business and Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. All bidders, contractors, and subcontractors shall possess the appropriate licenses to cover the above advertised work. The County will verify that the successful bidder, as well as any contractor and any subcontractor, is appropriately licensed to perform Project work designated prior to awarding any contract pursuant to this Invitation for Bids.

19. LABOR REQUIREMENTS

The services and work to be provided by the successful bidder, as the Contractor for this Project, constitute a "public work" within the meaning of Labor Code sections 1720 and 1720.3. Accordingly, as required by Labor Code section 1771, the successful bidder, as the Contractor,

and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages (“prevailing wage”) specified for each craft and classification to all workers employed in the execution of the project. Copies of prevailing wages, as determined by the Director of the Department of Industrial Relations, are available online at: www.dir.ca.gov/OPRL/DPreWageDetermination.htm and on file at the office of the Department of Public Works, located at 74 North School Street, Bridgeport, California, 93517, and are available to any interested party upon request. These wages are not included in any part or section of the Project Manual. Changes, if any, to prevailing wage rates will be available at the same location.

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

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

Project construction shall begin on the start date stated in the Notice to Proceed issued by the County. If a construction start date is not stated in the Notice to Proceed, the Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed. The Project and all related work shall be diligently prosecuted to completion before the expiration of **thirty-five (35) working days** from the construction start date. By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.

BID SCHEDULE
Eastside Lane Rehabilitation Project Phase 2
Project No. RPL-5947(065)

Contractor: _____

Eastside Lane Road Rehabilitation Phase 2			Bid Items			
Item No.	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS		
2	13	SWPPP Preparation	1	LS		
3	13	SWPPP Site Monitoring, Installation of BMPs	1	LS		
4	12	Temporary Traffic Control	1	LS		
5	14	Contractor-Supplied Biologist	125	Hour		
6	22, 30	Grind / Pulverize Exist Roadbed, Finish Roadway	83,843	SY		
7	19,22	Prepare new road apron subgrade and base grade	166	SY		
8	39	3" Hot Mix Asphalt	14,322	Ton		
9	19	Shoulder Backing (AC Grindings)	41,300	LF		
10	19	Shoulder Backing (Import)	10,760	LF		
11	84	Centerline (Paint)	26,490	LF		
12	84	6" Bike Lane Line / Right Edgeline (Paint)	52,058	LF		
13	84	Bike Lane Symbol Without Person Marking (Paint)	8	EA		
14	84	Bike Lane Arrow Marking (Paint)	8	EA		
15	84	"STOP" Marking (Paint)	4	EA		
16	84	Stop Bar / Limit Line (Paint)	4	EA		
17	84	"STOP AHEAD" Marking (Paint)	1	EA		
18	82	Install Steel Post Sign (reuse existing sign panel)	11	EA		
19	82	Install Steel Post Sign (new sign panel)	6	EA		
20	70	24"x35" Arch CSP Culvert Replacement	62	LF		
21	70	Extend Existing 18" CMP	6	LF		
22	70	36" CSP Culvert Replacement	68	LF		
23	70	Flared End Section (36" CSP)	4	EA		
24	70	Flared End Section (18" CSP)	4	EA		
25	70	Flared End Section (24" CSP)	4	EA		
26	19	Grade ditch	425	LF		
27	78	Replace Existing Survey Monument	4	EA		

BIDDER'S TOTAL PROJECT COST (BID ITEMS 1-27)	
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Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number
				DIR Reg Number		
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

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

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number
				DIR Reg Number		
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						

ACKNOWLEDGEMENTS

EASTSIDE LANE REHABILITATION PROJECT PHASE 2
Project No. RPL-5947(065)

RECEIPT OF ADDENDA

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

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

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

ACKNOWLEDGEMENT OF SITE VISIT

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

Eastside Lane: Yes No

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

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DISCLOSURES AND CERTIFICATIONS

EASTSIDE LANE REHABILITATION PROJECT PHASE 2

Project No. RPL-5947(065)

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

Yes: _____ No: _____

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

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

PUBLIC CONTRACT CODE SECTION 10285.1 QUESTIONNAIRE

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

Yes: _____ No: _____

The Bidder must place a check mark after "Yes" or "No" in one of the blank spaces provided. If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

PUBLIC CONTRACT CODE 10232 STATEMENT

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

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

WORKERS' COMPENSATION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

BIDDER'S QUALIFICATION STATEMENT

EASTSIDE LANE REHABILITATION PROJECT PHASE 2

Project No. RPL-5947(065)

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

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

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

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

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

Previous Work History: This Qualifications Statement includes a form titled “Experience on Completed or Ongoing Projects.” Please use this form to detail the work that the firm has performed within the last three (3) years. A minimum of three (3) successfully completed general civil and/or paving construction projects are required. Use one (1) page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five (5) years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

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

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

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated If
 Partnership, state whether general or limited
 If Sole Proprietorship, include name of owner
 If Joint Venture*, include name all partnering firms

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

B. Is the firm, and all persons or firms listed in the bid as subcontractors, registered with the Department of Industrial Relations as required by California Labor Code section 1725.5?

_____ Yes _____ No

C. If you checked "No" in the previous question, then you must fall within one of the limited exceptions set forth in California Labor Code section 1771.1, and must register with the Department of Industrial Relations prior to contract award. Does the firm (or any subcontractor) fall within California Labor Code section 1771.1 and become registered prior to contract award?

_____ Yes (attach explanation) _____ No (not qualified)

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

3. FINANCIAL INFORMATION:

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

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

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

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

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

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

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

- | | |
|---|--|
| <input type="checkbox"/> 1. Grading & Earthwork | <input type="checkbox"/> 13. Micro-surfacing |
| <input type="checkbox"/> 2. Concrete | <input type="checkbox"/> 14. Slurry Sealing |
| <input type="checkbox"/> 3. Hot Mix Asphalt Paving | <input type="checkbox"/> 15. Tack Coat Placement |
| <input type="checkbox"/> 4. Roadway milling | <input type="checkbox"/> 16. Utility Placement & Trenching |
| <input type="checkbox"/> 5. Roadway Grinding & Pulverization | <input type="checkbox"/> 17. Traffic Control |
| <input type="checkbox"/> 6. Roadway Subgrade Stabilization | <input type="checkbox"/> 18. SWPPP Preparation |
| <input type="checkbox"/> 7. Pavement Grid Interlayer Installation | <input type="checkbox"/> 19. Roadway Sign Placement |
| <input type="checkbox"/> 8. Full Depth Reclamation (FDR) | <input type="checkbox"/> 20. Roadway Paint Striping |
| <input type="checkbox"/> 9. Hot Mix Asphalt Overlays | <input type="checkbox"/> 21. Roadway Paint Markings |
| <input type="checkbox"/> 10. Stress Absorbing Membrane Interlayer | <input type="checkbox"/> 22. Erosion Control Protection /BMP |
| <input type="checkbox"/> 11. Asphalt Concrete Hot In-Place Recycle | <input type="checkbox"/> 23. Roadway Culvert Installation / Repair |
| <input type="checkbox"/> 12. Asphalt Concrete Cold In-Place Recycle | <input type="checkbox"/> 24. Metal Fabrication and Welding |

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

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

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

PROJECT EXPERIENCE WITH ROADWAY REHABILITATION AND/OR ASPHALT RECONSTRUCTION PROJECTS

Project Status:

- Project completed
- Work in progress

Contractor's Role*:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

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

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

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

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

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

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

EASTSIDE LANE REHABILITATION PROJECT PHASE 2 (FEDERAL PROJECT NO. RPL-5947(065))

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

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

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

PRINCIPAL:

Executed on: _____

By: _____

(Seal of Corporation)

Title: _____

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

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

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

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

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

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

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

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

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

LOCAL AGENCY SECTION

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). RPL-5947(065) Bid Opening Date _____ CON

The County of Mono established a Disadvantaged Business Enterprise (DBE) goal of 8% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed**:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to met or exceed the DBE contract goal.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

Fillable pdf Exhibit 15-G and 15-H is available for download at

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

SECTION II



SAMPLE STANDARD AGREEMENT

Eastside Lane Rehabilitation Project Phase 2

RPL-5947(065)

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**AGREEMENT BETWEEN COUNTY OF MONO AND
[CONTRACTOR] FOR THE CONSTRUCTION OF
THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2
FEDERAL PROJECT NO. RPL-5947(065)**

INTRODUCTION

WHEREAS, the County of Mono (“County”) may have the need for the construction services of [CONTRACTOR], of [CITY, STATE] (“Contractor”) (County and Contractor may be referred to individually as a “Party” and collectively as the “Parties”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

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

2. TERM

The term of this Agreement shall be from [BEGIN DATE], to [END DATE], unless sooner terminated as provided in this Agreement.

3. CONSIDERATION

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

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

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

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

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

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

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state

income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc.

provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total that is the result of Contractor's negligence.

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

8. 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 13 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 22 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 22.

22. AMENDMENT AND MODIFICATION

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

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>If to County:</p> <p>Mono County Public Works Department Attn: Chad Senior P.O. Box 457 Bridgeport, CA 93517 Phone: 760 924-1812 Email: csenior@mono.ca.gov</p>	<p>If to Contractor:</p> <p>[NAME] [ATTN:]]STREET] [CITY, STATE, ZIP] [Phone:] [Email:]</p>
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24. 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.

25. 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

26. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2024.

COUNTY OF MONO

[CONTRACTOR]

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2 RPL-5947(065)

TERM:

FROM: [DATE]

TO: [DATE]

SCOPE OF WORK:

County has selected, and Contractor shall construct, project bid items 1 through 25 set forth in the Project Manual and included in Attachment B of this agreement.

The major work items of this the EASTSIDE LANE REHABILITATION PROJECT PHASE 2, Project No. RPL-5947(065) (“Project”) are to rehabilitate the existing asphalt concrete on Eastside Lane from Highway 395 to Offal Road and from Cunningham Lane to Topaz Lane. The project will also replace two existing culverts crossing under Eastside Lane, install flared end sections at culvert locations designated on the plans, paint traffic markings, install roadway signs, and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project’s Invitations for Bids and the Contract Documents, including the Project Manual, Project Plans, the Standard Specifications and the Standard Plans (2023) issued by the California Department of Transportation, and the AASHTO Green Book (2018) as they may have been amended for County’s use.

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

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

SCHEDULE OF FEES:

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

WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. All work shall be completed within **Thirty-Five (35) 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 [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2 RPSTPL-5947(065)

TERM:

FROM: [DATE]

TO: [DATE]

SCHEDULE OF FEES:

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

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ATTACHMENT B2

**AGREEMENT BETWEEN COUNTY OF MONO AND
[CONTRACTOR] FOR THE CONSTRUCTION OF THE
EASTSIDE LANE REHABILITATION PROJECT PHASE 2
RPL-5947(065)**

BID SCHEDULE

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EXHIBIT 1

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2

Federal Project No. RPL-5947(065)

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	760 932-7549
Antelope Valley Fire District	530 495-900
Antelope Valley Mutual Water Company	775 690-2161
Southern CA Edison	760 924-4810

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

2.2 OTHER PROJECTS.

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

2.3 PROTECTION OF PROPERTY.

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

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

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

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

2.4 ENVIRONMENTAL PROTECTION.

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

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

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

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

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

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

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

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a

proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

3.3 APPLICABILITY TO SUBCONTRACTORS

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

3.4 QUARTERLY DISCLOSURES

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

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

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

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

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

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

Each subcontract must comply with the Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required

documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

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

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

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

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

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

4.2 PERFORMANCE OF SUBCONTRACTORS

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

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

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

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

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

involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

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

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

5.2 PROSECUTION AND PROGRESS.

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

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

Changes and Extra Work: The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Control of Work:

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

6.2 OMITTED ITEMS.

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employment.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

6.4 CONTRACTOR PERSONNEL.

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

6.5 METHODS AND EQUIPMENT.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

6.6 PARTIAL PAYMENTS.

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

6.7 FINAL ACCEPTANCE.

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days,

submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

6.9 FORCE MAJEURE.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

6.10 WARRANTY AND GUARANTEE.

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the

case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

7.2 TERMINATION BY COUNTY FOR CAUSE.

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.

3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of

the work performed.

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4. Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same.

SECTION 8. MATERIALS

8.1 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS.

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an “or equal” item approved by the Engineer and installed or applied by Contractor.

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its “Approved Equal.” The words “Or Equal” or “Approved Equal” shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

8.3 STORAGE OF MATERIALS.

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner’s or lessee’s permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction

safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **NO** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

9.3 CONSTRUCTION SITE NUISANCE.

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

9.4 PUBLIC CONVENIENCE AND SAFETY.

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

9.6 PERMITS.

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

9.7 CONSTRUCTION LAYOUT AND STAKES.

If specified on the plans, the Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for

construction of the work.

9.8 TESTING AND INSPECTIONS.

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

9.9 CONTRACTOR QUALITY CONTROL.

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

9.10 INSPECTION OF THE WORK.

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

9.11 RETEST OF WORK.

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

9.12 MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

10.3 WATER SUPPLY.

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

10.4 EXISTING FACILITIES.

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable timeframes.

11.2 ATTENDEES.

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of **THIRTY-FIVE (35) WORKING DAYS** beginning on the date set forth in the Notice to Proceed.

14.2 LIQUIDATED DAMAGES.

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment

to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of **\$5,200.00 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 15-16, available at <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.

14.3 BREACH.

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time-frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

EXHIBIT 2

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2

PREVAILING WAGES AS OF: [DATE]

A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code sections 1720 and 1720.3. Accordingly, and as required by California Labor Code section 1771, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A (Scope of Work) of this Agreement that constitute a public work.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Pursuant to California Labor Code section 1773.2, copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to California Labor Code section 1777.5, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. In addition, Contractor and/or any subcontractor under him employing a registered apprentice to perform services or work that constitute a public work shall comply with the remaining requirements and provisions of California Labor Code section 1777.5, a copy of which is included at the end of this Exhibit 2. The Contractor, as the prime contractor under any contract issued for the EASTSIDE LANE REHABILITATION PROJECT PHASE 2, shall be responsible for complying with California Labor Code section 1777.5 for all apprenticeable positions and workers employed by the Contractor.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to California Labor Code section 1775, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than Two Hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by California Labor Code section 1775(b). In addition, Contractor and/or any subcontractor under him shall comply with and be subject to the remaining

requirements and provisions of California Labor Code section 1775, a copy of which is included at the end of this Exhibit 2.

E. Payroll Records.

Pursuant to California Labor Code section 1776, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public.

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

Pursuant to California Labor Code section 1810, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work, is limited and restricted to eight (8) hours during any one (1) calendar day and 40 hours during any one (1) calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

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

J. Records of Hours.

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

Enforcement as required by California Labor Code section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code section 1813, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in Attachment A (Scope of Work) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one calendar week.

L. Registration with DIR and Compliance Monitoring.

Pursuant to California Labor Code section 1725.5, unless subject to the limited exceptions stated in Labor Code section 1771.1, no contractor or subcontractor may be qualified or listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CALIFORNIA LABOR CODE SECTIONS

California Labor Code Section 1775:

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed

penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

California Labor Code Section 1777.5:

- (a) This chapter does not prevent the employment of properly registered apprentices upon public works.
- (b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.
- (d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding

body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure

of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2 FEDERAL PROJECT NO. RPL-5947(065)

BOND REQUIREMENTS

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Director of the Department of Public Works or his designee after consultation with the County Risk Manager, the following bonds: 1) a **labor and materials payment bond** in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful **performance bond** in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a **one-year warranty bond** in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an “Admitted Surety Insurer.” For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in- Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by County within 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

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SAMPLE PERFORMANCE BOND

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

EASTSIDE LANE REHABILITATION PROJECT PHASE 2 as described in the Project Manual.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of [X Dollars (\$ X)], to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

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SAMPLE PAYMENT BOND

WHEREAS, The County of Mono, acting by and through its Department of Public Works, hereafter referred to as “Obligee”, has awarded to [CONTRACTOR], hereafter designated as the “Principal”, a contract for the work described as follows:

EASTSIDE LANE REHABILITATION PROJECT PHASE 2 as described in the Project Manual.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of [X Dollars (\$ X)], for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

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SAMPLE WARRANTY BOND

KNOW ALL BY THESE PRESENTS that we, _____, the Contractor in the contract hereto annexed, as Principal, and, _____ as Surety, are held and firmly bound unto the County of Mono in the sum of _____ (\$ _____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of the EASTSIDE LANE REHABILITATION PROJECT PHASE 2 such that it is free from defects in materials and workmanship for a period of one year commencing on

_____ [DATE] (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

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EXHIBIT 4

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2 FEDERAL PROJECT NO. RPL-5947(065)

INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoices shall be informative and concise regarding work performed during that billing period.

If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two (2) pages.

The progress of work shall initially be determined by Contractor, but must then, be approved in writing by County. Additionally, the making of one or more (1+) progress payments shall not be construed as approval of the work performed by Contractor. Should Contractor submit an improper payment request, County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Public Contract Code sections 9203 and 20104.50, County shall retain five percent (5%) of each progress payment until the Project is completed unless, at any time after fifty percent (50%) of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld by County to ensure performance under this Agreement or request County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date County records the Notice of Completion.

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EXHIBIT 5

AGREEMENT BETWEEN THE COUNTY OF MONO AND

[Click here to enter text.](#)FOR THE PROVISION OF

[Click here to enter text.](#) 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.

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EXHIBIT 6

**AGREEMENT BETWEEN THE COUNTY OF MONO AND [CONTRACTOR] FOR THE
CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2
FEDERAL PROJECT NO. RPL-5947(065)**

REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects, LAPM Exhibit 12-G)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS
SECTION**

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. Mono County has designated Method 3 below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract 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.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days. Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within

the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form. If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

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

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial

performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will takeplace.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

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

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

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

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

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

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424- 9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. [*This provision may be omitted by the Local Agency, at their option.*]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay,

the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
3. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of **THIRTY-FIVE (35) WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Mono the sum of **\$5,200.00 per day**, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1 Polyvinylchloride
 - 2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer’s certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States. Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and prorated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

[The current version of Form FHWA-1273 is accessible at FHWA's website:

<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

FHWA-1273 – Revised October 23, 2023

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag

Vessels: ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by

subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements. **Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative

action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

d. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform

every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The

failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this

subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined; The classification is used in the area by the construction industry; and

(ii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for

determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding** (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or

helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs

anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the

required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate

on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. **Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a)

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

d. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

e. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

f. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

g. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These

clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority

to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction

contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees; the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(3) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

\$25,000 or more – as defined in 2 CFR Parts 180 and 1200.
2 CFR 180.220 and
1200.220.

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,"

provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325. * * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding

this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by

submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA	25.6
	CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz	19.6
	7500 Santa Rosa CA Sonoma	14.9
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	9.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	17.1
		23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties	16.1
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus 8120 Stockton, CA	24.3
	CA San Joaquin Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	

179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	
180	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	
	CA Kings; CA Madera; CA Tulare	23.6
	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
4480 Los Angeles-Long Beach, CA	28.3	
CA Los Angeles		
6000 Oxnard-Simi Valley-Ventura, CA CA	21.5	
Ventura		
6780 Riverside-San Bernardino-Ontario, CA	19.0	
CA Riverside; CA San Bernardino		
7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7	
CA Santa Barbara		
Non-SMSA Counties		
CA Inyo; CA Mono; CA San Luis Obispo	24.6	
	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	
CA Imperial	18.2	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.

Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either

by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S.

Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee,

etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq). Federal Trainee Program Special Provisions (to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is zero (0).

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

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EXHIBIT 9

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2 FEDERAL PROJECT NO. RPL-5947(065)

FEDERAL MINIMUM WAGE RATES

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

General Decision Number: CA20240020 02/23/2024

Superseded General Decision Number: CA20230020

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and
Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not
include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does
not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally
required to pay at least the applicable minimum wage rate
required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered
contracts entered into by the federal government that are
subject to the Davis-Bacon Act itself, but do not apply to
contracts subject only to the Davis-Bacon Related Acts,
including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

Executive Order 14026 generally applies to the contract.

The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

Executive Order 13658 generally applies to the contract.

The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024

ASBE0005-001 09/01/2023

INYO AND KERN

	Rates	Fringes
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36
Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 49.58	25.27

ASBE0005-005 07/04/2022

INYO AND KERN

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

ASBE0016-003 02/01/2023

MONO

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 62.26	23.82

BOIL0092-005 01/01/2024

INYO AND KERN

Rates	Fringes
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BOILERMAKER.....\$ 51.98 42.11

BOIL0549-003 01/01/2021

MONO COUNTY

Rates Fringes

BOILERMAKER.....\$ 45.60 38.99

* BRCA0004-005 05/01/2020

Rates Fringes

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

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-010 09/01/2022

Rates Fringes

TERRAZZO FINISHER.....\$ 38.37 14.13

TERRAZZO WORKER/SETTER.....\$ 46.49 14.66

BRCA0018-011 06/01/2022

Rates Fringes

TILE LAYER.....\$ 45.05 18.33

BRCA0018-012 06/01/2022

KERN

	Rates	Fringes
MARBLE FINISHER.....	.\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0661-001 07/01/2021

	Rates	Fringes
CARPENTER		
(01) Carpenter, cabinet installer, insulation installer, floor worker		

and acoustical installer....	\$ 51.03	16.28
(02) Millwright.....	\$ 52.10	16.48
(03) Piledrivermen; Derrick barge; Bridge or Dock Carpenter; Heavy framer; Rockslinger; Rock Bargeman; Scowman.....	\$ 51.73	16.28
(04) Shingler (Commercial).	\$ 51.17	16.28
(05) Table Power Saw Operator.....	\$ 52.13	16.28
(06) Pneumatic Nailer or Power Stapler.....	\$ 51.29	16.28
(07) Roof Loader of Shingles (Commercial).....	\$ 38.92	16.28
(08) Saw Filer.....	\$ 51.03	16.28
(09) Scaffold Builder.....	\$ 42.80	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0428-001 01/01/2024

	Rates	Fringes
CABLE SPLICER		
China Lake Naval Weapons		
Center, Edwards AFB.....	\$ 67.15	3%+20.19
Remainder of Kern County....	\$ 59.02	3%+20.19

ELECTRICIAN

China Lake Naval Weapons		
Center, Edwards AFB.....	\$ 61.78	3%+20.19
Remainder of Kern County....	\$ 53.65	3%+20.19

ELEC0428-003 01/01/2024

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

	Rates	Fringes
Communications System		
Installer		
China Lake Naval Weapons		
Center.....	\$ 51.10	3%+19.64
Edwards AFB.....	\$ 47.59	3%+19.64
KERN COUNTY.....	\$ 41.46	3%+19.64

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV

monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0477-001 06/01/2021

INYO AND MONO

	Rates	Fringes
ELECTRICIAN.....	\$ 45.75	3%+25.33

CABLE SPLICER: \$1.50 above Electrician.

TUNNEL WORK: 10% above Electrician.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

* ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.63	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

 * ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80

GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment

(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80

GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment

(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or

similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled

tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie

padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000

auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units -

multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist

operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs,

Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator

(Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County

boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side

of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the

Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0155-002 01/01/2024

INYO and MONO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	34.20

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Edwards AFB

IRON0155-003 01/01/2024

KERN COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 47.45	34.90

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Edwards AFB

LABO0220-002 07/01/2022

KERN COUNTY

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30

GROUP 4.....\$ 47.15 23.30

LABORER

GROUP 1.....\$ 36.39 21.04

GROUP 2.....\$ 36.94 21.04

GROUP 3.....\$ 37.49 21.04

GROUP 4.....\$ 39.04 21.04

GROUP 5.....\$ 39.39 21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and

installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein;

Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services;
Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter;
Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander;
Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person;
Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing

and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing;

Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-005 07/01/2022

KERN COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a

Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-001 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30

LABORER

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

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete,

the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of

joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type,

regardless of method used for such loading and placing;
Driller: All power drills, excluding jackhammer, whether
core, diamond, wagon, track, multiple unit, and any and all
other types of mechanical drills without regard to the form
of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump
person; Dump person (outside); Swamper (brake person and
switch person on tunnel work); Tunnel materials handling
person; Nipper; Pot tender, using mastic or other materials
(for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading
agitator cars; Vibrator person, jack hammer, pneumatic
tools (except driller); Bull gang mucker, track person;
Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet
person; Cherry picker person; Grout gun person; Grout mixer
person; Grout pump person; Jackleg miner; Jumbo person;
Kemper and other pneumatic concrete placer operator; Miner,
tunnel (hand or machine); Nozzle person; Operating of
troweling and/or grouting machines; Powder person (primer
house); Primer person; Sandblaster; Shotcrete person; Steel
form raiser and setter; Timber person, retimber person,
wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-004 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25

Laborers: (STRIPING/SLURRY
SEAL)

GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including
repair and filling of cracks by any method on any surface

in parking lots, game courts and playgrounds; carstops;
operation of all related machinery and equipment; equipment
repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender -
removal of all traffic lines and markings by any method
(sandblasting, waterblasting, grinding, etc.) and
preparation of surface for coatings. Traffic control
person: controlling and directing traffic through both
conventional and moving lane closures; operation of all
related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and
application of pavement markers, delineating signs, rumble
and traffic bars, adhesives, guide markers, other traffic
delineating devices including traffic control. This
category includes all traffic related surface preparation
(sandblasting, waterblasting, grinding) as part of the
application process. Traffic protective delineating system
installer: removes, relocates, installs, permanently
affixed roadside and parking delineation barricades,
fencing, cable anchor, guard rail, reference signs,
monument markers; operation of all related machinery and
equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes
and markings; hot thermo plastic; tape traffic stripes and
markings, including traffic control; operation of all
related machinery and equipment

PAIN0036-009 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 42.15	23.52

PAIN0036-021 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 34.08	18.50
(2) Repaint.....	\$ 26.40	17.02
(4) All other work.....	\$ 34.08	18.50
(5) Industrial.....	\$ 41.42	19.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0169-002 01/01/2023

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

PAIN1247-001 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 43.20	18.03

PLAS0200-007 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

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

PLAS0500-002 07/01/2020

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

PLUM0345-001 09/01/2023

	Rates	Fringes
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PLUMBER

Landscape/Irrigation Fitter.	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

PLUM0460-002 09/01/2023

	Rates	Fringes
PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration).....	\$ 57.18	26.51
China Lake, Marine Warfare Training Center.....	\$ 67.68	25.51
Edwards Air Force Base.....	\$ 64.18	26.51

FOOTNOTE: Work from a swinging scaffold, swinging basket,
spider or from a bosun chair: 10% above the regular rate of
pay for that day.

ROOF0027-001 01/01/2024

	Rates	Fringes
ROOFER.....	\$ 42.51	16.11

FOOTNOTE: Work with pitch, pitch base or pitch impregnated
products or any material containing coal tar pitch, on any
building old or new, where both asphalt and pitchers are
used in the application of a built-up roof or tear off:
\$2.00 per hour additional.

SFCA0669-007 01/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.91

SHEE0105-003 01/01/2024

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 56.95	30.04
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

SHEE0105-004 07/01/2023

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including

Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.98	29.24

TEAM0011-002 07/01/2023

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 38.19	33.69
GROUP 2.....	\$ 38.34	33.69
GROUP 3.....	\$ 38.47	33.69
GROUP 4.....	\$ 38.66	33.69
GROUP 5.....	\$ 38.69	33.69
GROUP 6.....	\$ 38.72	33.69
GROUP 7.....	\$ 38.97	33.69
GROUP 8.....	\$ 39.22	33.69
GROUP 9.....	\$ 39.42	33.69
GROUP 10.....	\$ 39.72	33.69
GROUP 11.....	\$ 40.22	33.69
GROUP 12.....	\$ 40.65	33.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
 El Centro Naval Facility, Fort Irwin, Marine Corps
 Logistics Base at Nebo & Yermo, Mountain Warfare Training
 Center, Bridgeport, Point Arguello, Point Conception,
 Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

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SECTION III



TECHNICAL SPECIFICATIONS & QUALITY ASSURANCE PROGRAM

Eastside Lane Rehabilitation Project Phase 2

RPL-5947(065)

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
TECHNICAL SPECIFICATIONS
EASTSIDE LANE REHABILITATION PROJECT PHASE 2
Project No. RPL-5947(065)

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2. BIDDING

BID INELIGIBILITY

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

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

CONTRACTOR REGISTRATION

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List. Failure to do so may result in rejection of a bid or rescission of an award.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

BID ITEM LIST

Submit a bid based on the bid item quantities the County shows on the Bid Item List.

SUBCONTRACTOR LIST

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

Under 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor

to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

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

Disadvantaged Business Enterprise Goal

The Department shows a goal for DBEs to comply with the DBE program objectives provided in 49 CFR 26.1.

Make work available to DBEs and select work parts consistent with the available DBEs, including subcontractors, suppliers, service providers, and truckers.

Meet the DBE goal shown on the *Notice to Bidders* or demonstrate that you made adequate good faith efforts to meet this goal.

You are responsible to verify at bid opening the DBE firm is certified as a DBE by the California Unified Certification Program and possesses the work codes applicable to the type of work the firm will perform on the Contract.

Determine that selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR 26.55(c)(1)–(4). Under 49 CFR 26.55(c)(1)–(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work.

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

Credit for materials or supplies you purchase from DBEs will be evaluated on a contract-by-contract basis and counts toward the goal in the following manner:

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies if they are obtained from a DBE that is neither a manufacturer nor a regular dealer. 49 CFR 26.55 defines *manufacturer* and *regular dealer*.

You receive credit toward the goal if you employ a DBE trucking company that is performing a commercially useful function. The Department uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.

- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

[49 CFR 26.55(d)]

DBE Commitment Submittal

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

Submit a DBE Confirmation form for each DBE shown on the DBE Commitment form to establish that it will be participating in the Contract in the type and dollar amount of work shown on the form. If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement.

Failure to submit a completed DBE Confirmation form and a copy of the quote from each DBE will result in disallowance of the DBE's participation.

DBE Good Faith Efforts Submittal

You can meet the DBE requirements by either documenting commitments to DBEs to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

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

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

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

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

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

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

BID DOCUMENT COMPLETION AND SUBMITTAL

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

Bid Proposals shall be submitted by the bid opening date and time shown on the *Invitation for Bids* with the exception of the following items:

1. Public works contractor registration numbers may be submitted up to ten (10) days after bid opening for both contractor and subcontractor list.
2. Exhibit 15-G: Proposer/Contractor DBE Commitment may be submitted up to five (5) days from bid opening (no later than 4:00 pm on the 5th day after bid opening).
3. DBE Confirmation / Quote may be submitted up to five (5) days from bid opening (no later than 4:00 p.m. on the 5th day after bid opening)
4. Exhibit 15-H: Proposer/Contractor Good Faith Efforts may be submitted up to five (5) days from bid opening (no later than 4:00 pm on the 5th day after bid opening).

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

BID WITHDRAWAL

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

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

BID OPENING

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

The Department may reject:

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

CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

4. SCOPE OF WORK

The **EASTSIDE LANE REHABILITATION PROJECT PHASE 2** (hereinafter referred to as the project) is for the purpose of rehabilitating the existing asphalt concrete on Eastside Lane from Highway 395 to Offal Road and from Cunningham Lane to Topaz Lane. Relevant road signs and pavement markings will be installed after the paving operations are complete. The project also includes replacement of two existing culverts crossing under Eastside Lane and installation of flared end sections at some culvert locations.

There may be other items of work not mentioned above that are required by the 2023 State of California, Department of Transportation, Standard Specifications, 2023 Edition (hereinafter referred to as Caltrans Specifications), or these Technical Specifications. Project work shall conform to the plans, project specifications, including these Technical Specifications, and the Caltrans Specifications. If any item of work or statement in the Technical Specifications or project plans conflicts with Federal Project Requirements, the Federal requirement shall prevail and be upheld by the Contractor.

The contract intent is to provide for work completion using the best general practices. Nothing in the specifications voids the Contractor's public safety responsibilities.

CHANGES AND EXTRA WORK

The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Change Order.

A Change Order is approved when the County signs the Change Order. If you disagree with the terms of a Change Order, submit an RFI within 10 days of receipt of the approved Change Order. Any proposed Change Order work performed by the Contractor prior to obtaining permission or a signed Change Order from the County will not be reimbursed. Until the County approves a Change Order, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the Change Order before its approval.

Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Work-Character Changes

The County adjusts the unit price for an item if:

1. Ordered plan or specification change materially changes the character of a work item from that on which the bid item price was based.
2. Unit cost of the changed item differs from the unit cost of that item under the original plans and specifications.
3. No approved Change Order addresses the payment.

Submit an RFI for an ordered change that materially changes the character of work within 10 days of the change.

DIFFERING SITE CONDITIONS (23 CFR 635.109)

Contractor's Notification

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

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

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

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

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

Engineer's Investigation and Decision

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

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

5. CONTROL OF WORK

GENERAL

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

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

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

Furnish the resources except County-furnished materials required to complete the work as described in the Contract.

Contractor shall be responsible for all construction survey staking, as necessary for construction.

Work is subject to the County's inspection, sampling, and testing. The County's inspection, sampling, and testing do not relieve you of your responsibility to provide Quality Control (QC). Contractor shall provide QC for all work performed. This work consists of obtaining samples for process control testing, performing process control tests, providing quality control inspection, exercising management control to plan and implement construction processes that are systematic, consistent, and effective; ensuring that work conforms to the contract requirements; and documenting quality control activities and results.

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

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the County does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

CONTRACT COMPONENTS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

Governing ranking of Contract parts in descending order is:

- Special provisions
- Project plans
- Standard specifications
- Revised standard plans
- Standard plans
- Supplemental project information
- Written numbers and notes on a drawing govern over graphics
- Detail drawing governs over a general drawing
- Specific specification governs over a general specification
- Specification in a section governs over a specification referenced by that section

INSPECTOR'S AUTHORITY

Inspectors are authorized to inspect work including preparation, fabrication or manufacture of materials for the project. The inspector is not authorized to alter or waive contract requirements, issue instruction contrary to the contract, act as foreman for the Contractor, or direct Contractor's operations. The inspector has authority to identify non-conforming work until the issue can be referred to and decided by the Engineer. The inspector may take necessary action to prevent imminent and substantial risk of death or injury including stopping work.

ENGINEER'S AUTHORITY

The Engineer makes the final decision on questions regarding the Contract, including:

1. Work quality and acceptability
2. Manner of performance of the work
3. Drawing and specification interpretation
4. Contract fulfillment
5. Time and progress rate
6. Measurement and payment

The Engineer has the authority to enforce or fulfill an order that you fail to fulfill promptly. Failure to enforce a Contract part does not waive enforcement of any Contract provision.

The Engineer may reject work that does not comply with the Contract at any time, including after a payment has been made.

SUBCONTRACTING

No subcontract releases you from the Contract or relieves you of your responsibility for a subcontractor's work.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor. For a list of debarred contractors, go to the Department of Industrial Relations' website.

If you violate Public Contract Code §4100 et seq., the County may exercise the remedies provided in Public Contract Code §4110. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code §4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.

Each subcontract must comply with the Contract.

The County encourages you to include a dispute resolution process in each subcontract.

Each subcontractor must have an active and valid:

1. State contractor license with a classification appropriate for the work to be performed (Bus & Prof Code §7000 et seq.)
2. Public works contractor registration number with the Department of Industrial Relations.

Submit copies of subcontracts upon request.

Upon request, immediately remove and do not again use a subcontractor who fails to satisfactorily prosecute the work.

DISADVANTAGED BUSINESS ENTERPRISES

Use each DBE as listed on the DBE Commitment form unless you receive authorization for a substitution. Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed under 49 CFR 26.

Maintain records, including:

1. Name and business address of each 1st-tier subcontractor

2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th day of each month for the previous month's work, submit:

1. Monthly DBE Trucking Verification form
2. Monthly DBE Payment form

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. Upon work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form. Submit the form within 30 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form. Submit it within 30 days of Contract acceptance. The County withholds \$10,000 until the form is submitted. The County releases the withhold upon submission of the completed form.

DBEs must perform work or supply materials as listed on the DBE Commitment form.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or those of an affiliate, a non-DBE firm, or another DBE firm or obtain materials from other sources without authorization from the County.

The County authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on the plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor license and the listed DBE does not have a valid license under the Contractor's License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the Contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. County determines other documented good cause under 49 CFR 26.53.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 business days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBE to you regarding the request

If the County authorizes the termination or substitution of a listed DBE, make good faith efforts to find another DBE. The substitute DBE must (1) perform at least the same dollar amount of work as the original DBE under the Contract to the extent needed to meet the DBE goal and (2) be certified as a DBE with the work code applicable to the type of work the DBE will perform on the Contract at the time of your request for substitution. Submit your documentation of good faith efforts within 7 days of your request for authorization of the substitution. The County may authorize a 7-day extension of this submittal period at your request. Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

Unless the County authorizes a request to terminate or substitute a listed DBE, the County does not pay for work unless it is performed or supplied by the DBE listed on the DBE Commitment form. You may be subject to other sanctions under 49 CFR 26.

Use of Joint Checks

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

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

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

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

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

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

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

CHARACTER OF WORKERS

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

WORKPLACE VIOLENCE AND HARASSMENT PREVENTION

You and the Engineer are responsible to maintain a work environment that protects employees and members of the public from acts of violence, threats, harassment, intimidation, or abusive conduct in performance of the work. There will be zero-tolerance for such acts or conduct.

The following are used in determining if any such acts or conduct have occurred:

1. An act of violence is an attempt or actual use of force with the intent to threaten, harass, intimidate, commit a violent injury, or damage property.
2. A threat is a verbal, written, or physical statement intended to intimidate by expressing intent to harass, injure, or damage property.
3. Harassment is severe or pervasive use of unwelcome words, actions, or physical contact. Verbal or

written harassment may include disparaging or derogatory comments or slurs, or unreasonable or excessive criticism.

4. Intimidation is an attempt to frighten, alarm, or scare a person into, or deter them from, some action.
5. Abusive conduct is a behavior of an individual in the workplace, with malice, that a reasonable person would find hostile, offensive, or unrelated to performance of the work.

The County will make the final determination as to whether an individual's acts or conduct require removal from the Contract. Once notified by the Engineer, immediately remove the individual and do not allow that individual to participate on the Contract.

If you believe a County employee has engaged in such acts or conduct, immediately inform the County.

COORDINATION WITH OTHER ENTITIES

Other entities may perform work at or near the job site and material sources at any time. Coordinate activities to avoid delays.

Each contractor or other entity performing work at or near the job or material site is responsible to the other for damage to work, persons, or property and for costs due to unnecessary delays.

SUBMITTALS

The Contractor shall provide an 'electronic file' of submittals for each of the following items to the Engineer:

1. Construction Schedule
2. Storm Water Pollution Prevention Program (SWPPP)
3. Asphalt Concrete Mix Design
4. Pavement Marking Paint and glass beads Product Specifications and Certificates of Compliance
5. Buy America documentation and Certificates of Compliance
6. Corrugated Metal Pipe / Flared End Section Certificates of Compliance
7. Sign panel certificates of compliance
8. Quality Control personnel certifications, laboratory certifications, required test data, laboratory test results, field test reports, and evaluation reports
9. Subcontracts, as requested
10. Certified Payroll
11. Other materials specifications, Certificates of Compliance, and informational submittals, as requested

The Engineer reserves the right to require additional submittals from the Contractor that are not specifically identified above. If so requested, the Contractor shall provide the Engineer with an 'electronic file' of any additional submittals.

CONSTRUCTION

Work shall progress only after engineer's approval of the Construction Schedule Submittal. The construction schedule shall include consideration for local events. Many of these events have set up times and clean up times that must also be avoided, before and after said event. We have included dates below for local events in the year 2021 between April and November. If any construction occurs outside that time frame, there may be additional block-out dates. Refer to <https://www.monocounty.org/things-to-do/events/> for the most current list of events planned for each community. Based on local events the following are general block-out dates:

- Memorial Day (May 27)
- 4TH of July (July 3 – July 5)
- Labor Day (September 2)
- Eastern Sierra ATV & UTV Jamboree (September 10-23) Exact Dates to be determined

The engineer may increase or decrease block-out dates for local events. During the duration of local events, work can continue in unaffected regions.

Furnish a weatherproof bulletin board of suitable size and construction for continuous display of posters and other information required by the contract (worker's rights, prevailing wage requirements, etc.). Erect and maintain the bulletin board at a conspicuously assessable location on the Project and remove and dispose of it after final Project acceptance.

Portions of Eastside Lane are located within a right-of-way granted by with the United States Bureau of Land Management (BLM). The Contractor shall conform to any BLM requirements.

No equipment or construction materials shall be stored or staged within the traveled way without County permission. The Contractor shall coordinate with Mono County regarding establishment and operation of storage and staging areas. The proposed staging area is the shoulder of Eastside Lane north of Topaz Lane (dirt road) and the designated area in the Walker Landfill property. Excess AC grindings can be hauled to the Mono County Yard in Walker.

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

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

In each stage of construction, after completion of the preceding stage, the first order of work shall be the removal of any existing pavement delineation that conflicts with the pavement delineation being used by public traffic, as determined by the Engineer.

24 Hour Contact Number - The Contractor shall assign a Project Superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall post a notice of construction at the mailbox location on Hot Creek Hatchery Road. In addition, Contractor shall notify applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and the Mono County Department of Public Works. Notice shall state that access to and from their property will be maintained on all roads during construction.

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

Mammoth Ranger District (U.S. Forest Service)	760 924-5500
Antelope Valley Fire District	530 495-2900
Antelope Valley Mutual Water Company	775 690-2161

RECORDS**Record Retention**

Retain project records from bid preparation through

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to subcontractors and suppliers
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

Record Inspection, Copying, and Auditing

Make your records available for inspection, copying, and auditing by State representatives for the time frame listed above. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives for the same period. Before Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier of the date when the audit is to start.

Cost Accounting Records

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Change order work other than extra work. Distinguish this work by:
 - 2.1. Bid item prices
 - 2.2. Force account
 - 2.3. Agreed price
3. Extra work. Distinguish extra work by:
 - 3.1. Bid item prices
 - 3.2. Force account
 - 3.3. Agreed price
 - 3.4. Specialist billing
4. Work performed under potential claim records
5. Overhead
6. Work performed by subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and copies of the corresponding vendors' invoices
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls

6. Equipment:
 - 6.1. Size
 - 6.2. Type
 - 6.3. Identification number
 - 6.4. Hours operated

Maintain separate records for change order work costs.

NONCOMPLIANT AND UNAUTHORIZED WORK

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

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

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

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

SURVEY MONUMENTS

Protect survey monuments on and off the roadway. Four survey monuments exist within, or immediately adjacent to the existing asphalt concrete pavement of Eastside Lane which will need to be reset, as shown on the construction plans.

DAMAGE REPAIR AND RESTORATION

Before Contract acceptance, restore damaged work to the same state of completion as before the damage. Restoration of damaged work includes restoration of erected falsework and formwork.

The County does not adjust payment for repair or restoration that the Engineer determines was caused by your failure to construct the work under the Contract or protect the work.

DAMAGE CAUSED BY AN ACT OF GOD

Under Pub Cont Code § 7105, the Department pays for repair or restoration to damaged work in excess of 5 percent of the total bid if the damage was caused by an act of God.

Submit a request for repair or restoration work payment before performing work other than emergency work.

FINAL INSPECTION AND CONTRACT ACCEPTANCE

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

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

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

GUARANTEE

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

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

1. Normal wear and tear

2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

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

The Department does not pay for corrective work.

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

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

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

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

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

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

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

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

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

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

PAYMENT

There is no separate payment for CONTROL OF WORK.

6. CONTROL OF MATERIALS

GENERAL

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Caltrans Specifications Section 6, "CONTROL OF MATERIALS".

Select sources and submit acceptable material. If possible, submit material source information on or before the preconstruction meeting. Notify the Engineer of proposed sources prior to delivery to the project to expedite material inspection and testing. Do not incorporate materials requiring submittal into the work until approved.

Material may be approved at the source of supply before delivery to the project. Approval of material source

does not constitute acceptance of material submitted from the source. If an approved material source fails to supply acceptable material during the life of the project, further use of that source may be denied.

Store materials and samples in a way that preserves the quality and facilitates prompt inspection. Stored material approved before storage may again be inspected before use in the work. Do not use private property for storage without written permission of the owner or lessee. Submit copies of agreements and documents.

Material incorporated into the work must be new.

BUY AMERICA

Crumb Rubber (Pub Res Code § 42703(d))

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

Steel and Iron Materials

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the United States may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

BUY CLEAN CALIFORNIA ACT

Does not apply to this project.

QUALITY ASSURANCE (QA)

Quality assurance includes all activities used to (1) provide an overall level of quality for the project and (2) determine compliance with the Contract documents.

Quality control includes sampling, testing, and inspections performed under your QC program to (1) control material quality and (2) ensure the specified quality characteristics for the project are met.

County acceptance includes sampling, testing, and inspections performed by the County to verify compliance with the Contract. Refer to Mono County's Quality Assurance Program (QAP) included in the Project Manual and QAP, Appendix A, Table 1, *Eastside Lane Rehabilitation Project Phase 2, Schedule of Minimum Sampling and Testing for Acceptance*, included herein, for project specific QA requirements.

COUNTY ACCEPTANCE

The County may use multiple acceptance methods for a material.

Specifications in sections titled "County Acceptance" do not include all requirements on which the County makes its acceptance.

The County may inspect, sample, and test materials for compliance with the Contract at any time.

Allow the County to record, including photograph and video, to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the County performs.

Schedule work to allow time for the County's inspection, sampling, and testing.

The County deducts testing costs for work that does not comply with the Contract.

The County may retest material previously tested and authorized for use. If the County notifies you of a retest, furnish resources for retesting.

Job Site Inspection and Testing

If a material is to be inspected or tested at the job site, the material must be authorized for use before it is incorporated into the work.

Certificates of Compliance

Where a certificate of compliance is specified and if any material is produced outside the United States.

Submit a certificate of compliance:

1. Before the material is incorporated into the work
2. For each lot of the material. Identify the lot on the certificate
3. Signed by the producer of the material and stating that the material complies with the Contract

QUALITY CONTROL

Develop, implement, and maintain a Quality Control program.

Prepare and maintain QC records, including:

1. Names and qualifications of:
 - 1.1. Samplers
 - 1.2. Testers
 - 1.3. Inspectors
2. Testing laboratories' identification and certifications
3. Testing equipment calibrations and certifications
4. Inspection reports
5. Sampling and testing records organized by date and type of material
6. Test results with comparison of quality characteristic requirements
7. Test results in relation to action and any suspension limits
8. Records of corrective actions and suspensions

Within 24 hours, notify the Engineer of any noncompliance identified by your QC program.

Allow the County access to all QC records.

Submit QC test data and QC test results within 2 business days of test completion.

Quality Control Manager:

The QC manager must be responsible directly to you for the quality of the work, including materials and workmanship performed by you and your subcontractors.

The QC manager must be your employee or must be hired by a subcontractor providing only QC services. The QC manager must not be employed or compensated by a subcontractor or by other persons or entities hired by subcontractors who will provide other services or materials for the project.

Notify the Engineer of the name and contact information of the QC manager.

PAYMENT

There is no separate payment for CONTROL OF MATERIALS.

7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

All work performed in connection with LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC shall conform to the provisions in Caltrans Specifications Section 7 "LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC".

PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

The Engineer may order or consent to your request to open a completed section of surfacing, pavement, or

structure roadway surface for public use. You will not be compensated for any delay to your construction activities caused by the public. This does not relieve you from any other contractual responsibility.

PUBLIC SAFETY

You are responsible to provide for public safety.

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

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

Move workers, equipment, and materials without endangering traffic.

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

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

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

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

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

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

1. Creates a hazard to the public
2. Obstructs traffic control devices

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

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

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

PAYMENT

There is no separate payment for RESPONSIBILITY TO THE PUBLIC.

8. PROSECUTION AND PROGRESS

GENERAL

The Contractor shall submit a construction schedule for the Engineer's approval within 10 calendar days of contract approval. 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.

The Engineer's review and acceptance of schedules neither voids any Contract part nor your responsibility for submitting complete and accurate information. Errors or omissions on schedules do not void your responsibility for completing all work within the time specified for completion of the work. If any aspect of the schedule has an error or omission after a schedule has been accepted, correct it on the next update schedule.

SUBMITTALS

Construction Schedule

TIME

Complete the work within the Contract time.

Meet each specified interim work-completion date.

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

The Weekly Statement of Working Days form shows:

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

SUSPENSIONS

The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension. Providing the passageway is force account work. The Department makes a time adjustment for the suspension due to a critical delay.

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The Department does not make a time adjustment for the suspension.

Upon the Engineer's order of suspension, suspend work immediately. Resume work when ordered.

Delays

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

Time Adjustments

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

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

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

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

Payment Adjustments

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

LIQUIDATED DAMAGES

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

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

Liquidated damages for this project are \$5,200.00 per day.

MOBILIZATION

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials, supplies and incidentals to and from the project site. Mobilization includes the obtaining of permits, insurance, and bonds.

PAYMENT

There is no separate payment for PROSECUTION AND PROGRESS.

The Department makes partial payments for mobilization under Public Contract Code § 10264(a) except the amount of work completed does not include the amount earned for mobilization. The partial payment amount is reduced by a prorated amount bid in excess of the maximum allowed under Public Contract Code § 10264(a)(5).

The contract LUMP SUM (LS) price paid for "MOBILIZATION" shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, creating as-built drawings, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract.

9. PAYMENT

PAYMENT SCOPE

The County pays you for furnishing the resources and activities required to complete the work. The County's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. Permits, licenses, agreements, certifications, or any combination of these and taxes
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work

The County does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item.

CHANGED QUANTITY PAYMENT ADJUSTMENTS

Increases of More Than 25 Percent

If the total bid item quantity exceeds 125 percent of the quantity shown on the Bid Item List and if no approved Change Order addresses payment for the quantity exceeding 125 percent, the Engineer may adjust the unit price for the excess quantity under section 9-1.04 or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total item pay quantity.
2. In determining the unit cost, the Engineer excludes the item's fixed costs. You have recovered the fixed costs in the payment for 125 percent shown on the Bid Item List.
3. After excluding fixed costs, the Engineer determines the item unit cost under section 9-1.04. If the payment for the number of units of a bid item in excess of 125 percent of the Bid Item List is less than \$15,000 at the unit price, the Engineer may not adjust the unit price unless you request it.

Decreases of More Than 25 Percent

If the total item pay quantity is less than 75 percent of the quantity shown on the Bid Item List and if no approved Change Order addresses payment for the quantity less than 75 percent, you may request a unit price adjustment. The Engineer may adjust the unit price for the decreased quantity under section 9-1.04 or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total pay quantity.
2. In determining the unit cost, the Engineer includes the item's fixed costs.
3. After including fixed costs, the Engineer determines the item unit cost under section 9-1.04.

The Department does not pay more than 75 percent of the item total in the Bid Item List.

ELIMINATED ITEMS

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

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

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

PAYMENT ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS

Applies to asphalt contained in materials for pavement structures and pavement surface treatments such as HMA, tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed

in the work. Does not apply if you opted out of payment adjustments for price index fluctuations at the time of bid.

The Engineer adjusts payment whenever the California statewide crude oil price index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of bid.

California statewide crude oil price index determined using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista and Midway Sunset fields.

If a company discontinues posting its prices for a field, the Department determines the index from the remaining posted prices. The Department may include additional fields to determine the index.

For the California statewide crude oil price index, go to the Department's Division of Construction website.

If the adjustment is a decrease in payment, the Department deducts the amount from the monthly progress payment.

The Department makes payment adjustments due to price index fluctuations for changed quantities under section 9-1.06.

If you do not complete the work within the Contract time, payment adjustments during the overrun period are determined using the California statewide crude oil price index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. 50 percent or more over the price index at bid opening, notify the Engineer.
2. 100 percent or more over the price index at bid opening, do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The Department may decrease bid item quantities, eliminate bid items, or terminate the Contract.

Before placing material containing asphalt, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.

Submit a public weighmaster's certificate for HMA, tack coat, asphaltic emulsions, and modified asphalt binders, including those materials not paid for by weight. For slurry seals, submit a separate public weighmaster's certificate for the asphaltic emulsion.

12. TEMPORARY TRAFFIC CONTROL

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in CT Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7- 1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

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

Accommodate traffic according to the MUTCD, the traffic control plan (Caltrans Standard Plan T-sheets), and this section.

CONSTRUCTION

Perform work in a manner that ensures the safety and convenience of the public and protects residents and

property adjacent to the project. Accommodate public traffic on roads adjacent to and within the project until the project is accepted as complete.

Assign flaggers to:

1. Control traffic
2. Warn the public of any dangerous conditions resulting from the work activities
3. Provide for the passage of traffic through the work as specified for the passage of traffic for public convenience and public safety

Maintain flagging apparel, traffic control devices, and equipment for flaggers in good repair.

Place all construction area signs outside of the traveled way. Do not block a bicycle or pedestrian pathway with a construction area sign.

Maintain accurate information on construction area signs. Immediately replace or correct signs that convey inaccurate information.

During the progress of work, immediately cover or remove unneeded signs.

Be prepared to furnish additional construction area sign panels, posts, and mounting hardware or portable sign mounts on short notice due to changing traffic conditions or damage caused by traffic or other conditions. Maintain an inventory of commonly required items at the job site or make arrangements with a supplier who is able to furnish the items daily on short notice.

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

Except for temporary interruptions approved by the Engineer, Contractor shall maintain property owner access to their property over both walkways and driveways at all times.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage along sidewalks, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic in each direction of travel except for single direction traffic control with flaggers as approved by the Engineer. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

For shoulder drop-offs of 3 inches or less, provide "Low Shoulder" warning signs. For shoulder drop-offs in excess of 3 inches, provide 1V:3H fillet with "Should Drop-Off" warning signs.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed as approved by the Engineer.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

Temporary Traffic Control Plan (TTCP)

The TTCP plan shall include the relevant CT Standard Plan(s) (T-Sheets) and shall be identified for approval prior to the start of construction.

PAYMENT

The contract price paid per LUMP SUM (LS) for TEMPORARY TRAFFIC CONTROL shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing and submitting the required traffic control plans, obtaining Caltrans Encroachment Permit, and providing construction and detour signs (including temporary in-ground signs within the Caltrans right-of-way), flaggers, pilot car, and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

13. WATER POLLUTION CONTROL

All work performed in connection with WATER POLLUTION CONTROL shall conform to the provisions in CT Specifications Section 13 WATER POLLUTION CONTROL, the plans and these Technical Specifications.

The intent of the WATER POLLUTION CONTROL is to eliminate the potential for dust or sediment to exit the project site in any form of runoff and to conform to any federal, state and/or local requirements.

SUBMITTALS

Stormwater Pollution Prevention Plan (SWPPP)

Note, SWPPP must be prepared using the latest template posted on the Construction stormwater website (Caltrans). County will upload the approved SWPPP to water board and pay the general construction permit fee.

Within 24 hours after a nonstormwater discharge, or within 48 hours after (1) the end of a storm event resulting in a discharge or (2) receiving a written notice or an order from the RWQCB or another regulatory agency, submit the following information:

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

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

Submit Certificates of Compliance for erosion control materials, as required.

MATERIALS

Fiber Rolls

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

WATER POLLUTION CONTROL MANAGER

Assign a WPC manager to implement the WPCP or SWPPP. Assign an alternate WPC manager to perform the responsibilities of the WPC manager in the manager's absence. The alternate WPC manager must have the same qualifications as the WPC manager. An assistant WPC manager for WPCP projects or a QSP delegate for SWPPP projects may be assigned to act under the supervision of the WPC manager to inspect, repair, and maintain WPC practices, collect water quality samples, and record water quality data. You may have more than one assistant WPC manager or QSP delegate.

Responsibilities

The WPC manager must:

1. Be the primary contact responsible for WPC work
2. Oversee WPC work, including:
 - 2.1. Maintenance of WPC practices
 - 2.2. Inspections of WPC practices identified in the SWPPP or WPCP
 - 2.3. Inspections and reports for visual monitoring
 - 2.4. Preparation and implementation of the rain event action plans for projects within the Lake Tahoe Hydrologic Unit
 - 2.5. Sampling and analysis
 - 2.6. Preparation and submittal of:
 - 2.6.1. NAL exceedance reports
 - 2.6.2. Violation reports for the receiving water monitoring trigger
 - 2.6.3. Annual reports
 - 2.6.4. WPC-practice status reports
3. Oversee and enforce hazardous waste management practices under section 14-11, including spill prevention and control measures
4. Have the authority to:
 - 4.1. Mobilize crews to make immediate repairs to WPC practices
 - 4.2. Stop construction activities damaging WPC practices or causing water pollution
5. Ensure that all employees have current WPC training and provide training if collecting water quality samples is delegated
6. Implement the authorized SWPPP or WPCP
7. Revise the WPCP or recommend changes to the SWPPP
8. Be at the job site within 2 hours of being contacted

CONSTRUCTION

Monitor the NWS's forecast daily at its website.

Install facilities and devices used for WPC practices before performing other job site activities. Install soil stabilization and sediment control materials for WPC practices in all active areas or before any storm event.

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

You may request or the Engineer may order changes to the WPC work. Changes may include additional or new WPC practices. Additional WPC work is change order work except when the additional WPC practices are a result of your means and methods.

Retain a printed copy of the authorized WPCP or SWPPP at the job site.

The SWPPP, Waste Discharge Identification (WDID), and associated permits, records, and inspection forms shall be kept on-site and made available for inspection when requested. At the completion of the Project, the complete SWPPP, including inspection forms, logs, monitoring reports, and any other information added during the Project shall be provided to Mono County.

Project Winterization:

This project is not expected to require winterization. If winterization is required, all costs associated with it will be the responsibility of the Contractor. Winterization would include cleaning all surfaces of sediment, debris and dust. If there is a winter shutdown, no work will be permitted in project areas that have not been started.

Continue SWPPP implementation during any suspension of work activities.

INSPECTIONS

Inspect WPC practices identified in the SWPPP or WPCP:

1. Before a forecasted storm event
2. After a qualifying precipitation event that produces runoff
3. At 24-hour intervals during extended storm events
4. On a predetermined schedule of at least once a week

Inspect the following work activities and areas daily:

1. Storage areas for hazardous materials and waste as specified in section 14-11
2. Hazardous waste disposal and transporting activities as specified in section 14-11
3. Hazardous material delivery and storage activities
4. Demolition sites

Inspect vehicles and equipment at the job site daily for leaks and spills. Verify that operators are inspecting vehicles and equipment each day of use.

Inspect the following work activities and areas daily if the activity occurs daily or weekly if the activity occurs weekly:

1. Vehicle and equipment cleaning facilities
2. Vehicle and equipment maintenance and fueling areas
3. Pile driving areas for leaks and spills
4. Temporary concrete washouts
5. Paved roads at job site access points for street sweeping
6. Dewatering work
7. Temporary ATS
8. Work over water

DEFICIENCIES

If a deficiency in the implementation of the authorized WPCP or SWPPP is identified, immediately correct the deficiency unless a later date is authorized, but before precipitation occurs.

The County may correct the deficiency if you fail to correct it immediately, by the agreed date, or before the onset of precipitation. The cost of this work is deducted.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

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

A QSD must be assigned to develop and revise the SWPPP.

The SWPPP must:

1. Describe the work involved in the installation, maintenance, repair, and removal of temporary and permanent WPC practices.
2. Include maps showing:
 - 2.1. Locations of disturbed-soil areas
 - 2.2. Water bodies and conveyances
 - 2.3. Locations and types of WPC practices that will be used for each Contractor-support facility
 - 2.4. Locations and types of temporary WPC practices that will be used in the work for each construction phase
 - 2.5. Locations and types of WPC practices that will be installed permanently under the Contract
 - 2.6. Water quality sampling locations
 - 2.7. Locations planned for the storage and use of potential nonvisible pollutants
 - 2.8. Receiving-water sampling locations
 - 2.9. Locations of surface water buffers
3. Include a Construction Site Monitoring Program or Construction Site Monitoring and Reporting Program as applicable.
4. Include a schedule showing when:
 - 4.1. Work activities that could cause the discharge of pollutants into stormwater will be performed
 - 4.2. WPC practices, including soil stabilization and sediment control, that will be used in the work for whichever has the longest duration in the first:
 - 4.2.1. 60 days
 - 4.2.2. Construction phase
5. Include a copy of each permit obtained by the County, such as the Department of Fish and Wildlife permits, US Army Corps of Engineers permits, RWQCB 401 certifications, Docket No. ESPO- SMA 15/16-001 Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils with the DTSC (ADL Agreement), ADL Agreement notification, and RWQCB waste discharge requirements for aerially deposited lead reuse.
6. Include training records for project personnel.
7. Include contact information of all personnel responsible for WPC practices.
8. Include sediment load calculations for surface water buffer. Calculate sediment load of surface water buffer and equivalent sediment load reductions achieved with WPC practices when a 50-foot undisturbed buffer cannot be maintained using RUSLE2 or other approved method.

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

CONSTRUCTION SITE MONITORING PROGRAM

Submit a construction site monitoring program with your SWPPP. The program must be prepared by a QSD.

For all projects, submit:

1. Visual monitoring procedures
2. Sampling and analysis plan for nonvisible pollutants
3. Sampling and analysis plan for nonstormwater discharges
4. Sampling and analysis plan for monitoring required by the RWQCB

For projects with dewatering activities, also submit a sampling and analysis plan for pH and turbidity. For a risk level 2 project, also submit a sampling and analysis plan for pH and turbidity.

For a risk level 3 project, also submit:

1. Sampling and analysis plan for pH and turbidity
2. Sampling and analysis plan for receiving-water monitoring
3. Sampling and analysis plan for any temporary ATS

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

Submittal Requirements

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

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

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

JOB SITE MANAGEMENT

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

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

SPILL PREVENTION AND CONTROL

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

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

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

Immediately report spills to the WPC manager.

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

MATERIAL MANAGMENT

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

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

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

Minimize the use of hazardous materials if practicable.

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

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

MATERIAL STORAGE

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

STOCKPILE MANAGEMENT

Minimize stockpiling of materials at the job site.

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

Manage stockpiles by implementing WPC practices on:

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

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

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

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

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

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

PAYMENT

The contract LUMP SUM (LS) price paid for SWPPP PREPARATION shall include full compensation for preparing and obtaining an approved Stormwater Pollution Prevention Plan (SWPPP), obtaining necessary permits, and for furnishing all labor, and incidentals, and as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

The contract LUMP SUM (LS) price paid for SWPPP SITE MONITORING, INSTALLATION OF BMPS” shall include full compensation for furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, monitoring, inspections, sampling, reporting, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the WATER POLLUTION CONTROL as specified in the SWPPP, as shown on the project plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

14. ENVIRONMENTAL COMMITMENTS

General:

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

Project Specific Environmental Commitments:

Biology:

1. Notification will be provided to the assigned Caltrans Biologist approximately 30 days prior to construction start.
2. All project-related culvert work and activities will occur under dry conditions.
3. Pre-construction nesting bird surveys conducted by a qualified Biologist between February 15 and September 30, within 48 hours of construction start.
 - a. The qualified Biologist will survey up to 250 feet from the project impact area for songbirds and up to 500 feet from the project impact area for nesting raptors.
 - b. If nesting birds are found within 250 feet (songbirds), 500 feet (raptors) of the project impact area, notify the Caltrans biologist. A no work buffer may be implemented if the Biologists determine that project activities are impacting nesting behaviors.

Contractor Supplied Biologist:

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

The Contractor-supplied biologist must:

1. Monitor regulated species within the project area, as needed
2. Ensure that construction activities do not result in the take of regulated species
3. Ensure that construction activities comply with permits, licenses, agreements, and certifications, and approvals (PLACs)
4. Immediately notify the Engineer of any take of regulated species
5. Prepare, submit, and sign notifications and reports

All reports must include:

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

Biologist Qualifications:

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

Submittals:

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

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

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

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

Payment:

There is no separate payment for ENVIRONMENTAL COMMITMENTS.

The contract PER HOUR price paid for CONTRACTOR-SUPPLIED BIOLOGIST shall include full compensation for providing all required services specified in the Project Specific Environmental Commitments, and for furnishing all reports, labor, materials, tools, equipment and incidentals, and for doing all the work involved as stated in the approved environmental documents for the project, as shown on the Project plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

15. EXISTING FACILITIES

All work performed in connection with EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Facilities," of the CT Specifications and these Technical Specifications.

CONSTRUCTION

Existing underground utility lines are not shown on the plans. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

Not all existing overhead utility lines are not shown on the plans. The contractor shall take all precautionary measures necessary to protect overhead utility lines and protect workers and pedestrians during construction operations.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation.

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

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

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

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

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as shown on the plans and as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only by a registered Land Surveyor in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

PAYMENT

Full compensation for EXISTING FACILITIES and for preservation of existing survey monuments, except those noted on the plans as requiring replacement and paid for separately, shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

17. CLEARING AND GRUBBING

Clearing and grubbing consists of removing objectionable material from the following construction areas:

1. Highways
2. Bridges and other structures
3. Roads, road approaches, streets, and ramps
4. Material sites
5. Ditches and channels
7. Other described areas

Clear and grub before performing earthwork in a project area.

Do not injure standing trees, plants, and improvements shown to be protected.

CLEARING

Clear all construction areas above original ground of (1) all vegetation such as trees, logs, upturned stumps, roots of downed trees, brush, grass, and weeds and (2) other objectionable material including concrete, masonry, and debris. Cut tree branches that extend over the roadway and hang within 20 feet of finished grade.

GRUBBING

Grub all construction areas to a depth necessary to remove all trees, existing stumps, roots, buried logs, and other vegetative or objectionable material.

DISPOSAL OF MATERIALS

Dispose of materials resulting from clearing and grubbing activities legally at a landfill or the material may be disposed of on-site with approval from the Engineer.

PAYMENT

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

18. DUST CONTROL

All work performed in connection with DUST CONTROL shall conform to the provisions in CT Specifications Section 18 DUST PALLIATIVES.

CONSTRUCTION

The Contractor shall perform necessary work to control dust at all times, as required by regulation.

Water shall be used to suppress dust as necessary on:

1. Construction staging, material storage, and layout areas
2. Compacted soil or aggregate base roads or driveways
3. Paved surfaces
4. Active haul roads and detours

If necessary, sweep up or vacuum any residue on pavement before it can be blown by traffic or wind, migrate across lanes or shoulders, migrate to adjacent soils or enter a drainage facility.

Debris collected shall be disposed legally, such as at landfill facility.

PAYMENT

Full compensation for DUST CONTROL including but not limited to that resulting from construction, public traffic, or wind shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be madetherefor.

19. EARTHWORK

19.1 GENERAL

All work performed in connection with EARTHWORK shall conform to the provisions in CT Specifications Section 19 EARTHWORK.

Performing earthwork activities includes removal of unsuitable material or a buried man-made object if the removal is described. The work also consists of salvaging, removing, and disposing of fences, structures, pavements, culverts, utilities, curbs, sidewalks, signs, snowpoles, and other obstructions within the project earthwork area.

Excavated material may be used as road shoulder fill if approved by the Engineer.

UNSUITABLE MATERIAL

Excavate and dispose of unsuitable material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas as ordered.

Notify the Engineer before removing the unsuitable material if:

1. Removal is not otherwise described
2. You request payment for removal as change order work

Backfill the space resulting from excavating unsuitable material with material suitable for the planned use.

GRADE TOLERANCE

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

1. Does not vary more than 0.05 foot above or below the grade established by the Engineer where HMA is to be placed.
2. Does not extend above the grade established by the Engineer where concrete base or pavement is to be placed.
3. Beneath structural approach slabs or the thickened portion of sleeper slabs do no extend above the grade established by the Engineer.
4. At any point is within 0.05 foot above the grade established by the Engineer if the material to be placed on the grading plane is paid by the cubic yard.
5. At any point is within 0.10 foot above the grade established by the Engineer if subbase or base material to be placed on the grading plane is paid by the ton

BURIED MAN-MADE OBJECTS

Remove and dispose of a buried man-made object encountered in an excavation as part of the excavation work.

Notify the Engineer before removing the buried man-made object if:

1. Removal of the object is not otherwise described
2. Object could not have been determined by visual inspection

3. You request payment for removal of the object as change order work

19.2 ROADWAY EXCAVATION

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

Roadway excavation includes:

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

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

Compaction must comply with section 19-5.

Construct embankments under section 19-6.

SURPLUS MATERIAL

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

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

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

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

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

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

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

DEFICIENCY MATERIAL

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

SELECTED MATERIAL

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

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

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

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

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

SLOPES

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

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

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

Round the tops of excavation slopes and ends of excavations.

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

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

PAYMENT

The payment quantity for PREPARE NEW ROAD APRON SUBGRADE AND BASE GRADE is the area of roadway grading measured in SQUARE YARDS (SY) which includes full compensation for furnishing all labor, materials, tools, equipment, hauling, storing, grubbing, disposal, placing, scarification and compaction of embankment, and other incidentals, and for doing all the work involved complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

The payment quantity for "GRADE DITCH" is the length of roadway ditch grading measured in LINEAR FEET (LF) which includes full compensation for furnishing all labor, materials, tools, equipment, hauling, storing, grubbing, disposal, placing, scarification and compaction of embankment, and other incidentals, and for doing all the work involved complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

19.3 STRUCTURE EXCAVATION AND BACKFILL

Structure excavation includes:

1. Excavating foundations for structures, including trenches for culverts, pipes, rods, deadmen, cutoff walls, and other facilities
2. Placing structure backfill where compaction of the structure backfill is not required.
3. Control and removal of water
4. Installation and removal of facilities required to complete the work unless specified or allowed to remain in place

STRUCTURE BACKFILL

Structure backfill must be free of organic or other unsatisfactory material.

Structure backfill shall be 3-inch minus material within 1 foot of culvert pipes. Native trench spoils can be used provided all material over 3 inches is removed. Alternately, structure backfill may be slurry backfill per slurry cement backfill specifications.

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

SLURRY CEMENT BACKFILL

Slurry cement backfill (Lean Concrete Backfill) may be used as structure backfill for pipe culverts. If using

slurry cement backfill, submit a Lean Concrete mix design from manufacturer for approval prior to construction.

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

The backfill must contain at least 188 pounds of cement per cubic yard and enough water to produce a fluid workable mix that flows and can be placed without segregation during placement.

Place slurry in a uniform manner that prevents (1) voids or segregation of the backfill and (2) floating or shifting of the culverts. Remove foreign material that falls into trenches.

CULVERT BEDDING

Shape trench beds to fit the bottom of the culvert and to provide uniform support along the entire culvert length. You may excavate the trench below the bottom of the culvert and construct shaped bedding by backfilling and compacting the backfill material. Shape beds using a template conforming to the outside shape of the culvert and guided by headers set parallel to the culvert grade.

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

SAND BEDDINGS

Sand bedding must consist of sand:

1. Free of clay or organic material
2. Suitable for the purpose intended
3. Complying with the gradation requirements shown in the following table:

Sieve size	Percentage passing
No. 4	90-100
No. 200	0-5

STRUCTURE COMPACTION

Place structure backfill in uniform layers. Bring backfill up uniformly on all sides of structures. Backfill layers must be at most 0.67 foot (8") thick before compacting.

Compact structure backfill to a relative compaction of at least 95 percent of maximum dry density.

Do not use compaction equipment or methods that may cause excessive displacement or damage structures.

PAYMENT

Full compensation for structure excavation and backfill is included in bid item "24"x35" ARCH CSP CULVERT REPLACEMENT", "36" CSP CULVERT REPLACEMENT", and "EXTEND EXISTING 18" CMP" measured in LINEAR FEET (LF) and includes full compensation for furnishing all labor, materials, tools, equipment, hauling, storing, excavating, placing, disposal, backfilling, compaction, and other incidentals, and for doing all the work involved complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

19.5 COMPACTION

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

CONSTRUCTION

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

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

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

RELATIVE COMPACTION (95 Percent)

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

PAYMENT

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

19.6 EMBANKMENT CONSTRUCTION

Constructing embankments includes:

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

MATERIALS

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

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

CONSTRUCTION

Compact embankment under section 19-5.

Construct embankment slopes under section 19-2.

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

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

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

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

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

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

1. Distribute the material throughout the embankment

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

PAYMENT

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

19.9 SHOULDER BACKING

Specifications for constructing shoulder backing adjacent to the edge of new pavement surfacing.

MATERIALS

Shoulder backing must be clean and consist of one or any combination of the following materials:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. RAP
6. Aggregate base

Shoulder backing must be graded within the percentage passing limits shown in the following table:

Sieve size	Percentage passing
2"	100
1"	75-100
3/4"	65-100
No. 4	35-60
No. 30	10-35
No. 200	5-15

If 100 percent RAP is used, shoulder backing must be graded within the percentage passing limits shown in the following table:

Sieve size	Percentage passing
1-1/2"	100
3/4"	70-100
No. 4	30-80

Shoulder backing must comply with the sand equivalent requirements shown in the following table:

Quality characteristics	Test method	Requirement
Sand Equivalent		
Single type of material except RAP		10-35
Combination of all type of materials including RAP	California Test 217	10-35
Combination of all type of materials excluding RAP		10-30
100% RAP (min)		10

If aggregate base is approved by engineer for shoulder backing, the aggregate base shall meet the requirements of CT Specifications, Section 26, "Aggregate Base".

CONSTRUCTION

Do not place shoulder backing containing RAP within 100 feet measured horizontally from a culvert, watercourse, or bridge.

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

Excavate, if necessary, to a depth of 3 inches below pavement surface. Scarify the basement material to receive shoulder backing at least 0.25 feet deep and water immediately before placing the shoulder backing.

Place and spread shoulder backing directly on the basement material. After placing the shoulder backing, water and compact it with a minimum of 2 passes with a steel-tired roller weighing at least 8 tons. Compaction equipment width shall match the width of shoulder backing installed to prevent bridging during compaction. Wherever the total thickness of shoulder backing is more than 6 inches, place the backing as embankment (Ct Specifications 19.) and compact to 95% of maximum dry density. Form smooth and uniform cross sections and slopes.

Do not deposit shoulder backing on new pavement.

Complete shoulder backing within 5 days after placement of adjacent new surfacing except complete shoulder backing within 15 days wherever edge treatment under is placed.

Before opening a lane adjacent to uncompleted shoulder backing, place portable delineators and W8-9, Low Shoulder, signs off of and adjacent to the new pavement surfacing.

Portable delineators and signs must comply with section 12 except the signs may be set on temporary portable supports or on barricades.

Place portable delineators at the beginning and along the drop-off of the edge of pavement in the direction of travel, at maximum intervals of 500 feet on tangents and 200 feet on curves.

Place the W8-9 signs at the beginning and along the drop-off of the edge of pavement in the direction of travel, at maximum intervals of 2,000 feet.

Remove portable delineators and W8-9 signs when the shoulder backing is complete in that area.

PAYMENT

SHOULDER BACKING (AC GRINDINGS OR IMPORT) is paid for by the LINEAR FOOT (LF). The payment quantity for shoulder backing is the horizontal length of shoulder backing placed parallel to the road centerline. The County does not increase the embankment quantity if subsidence or consolidation occurs after you start placing the backing material. The contract unit price paid shall include full compensation for excavation, hauling material, compaction, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

22. FINISHING ROADWAY

Perform finishing activities after completing all other construction activities.

CONSTRUCTION

Trim and shape graded areas without surfacing to smooth and uniform cross sections and slopes:

1. Between edge of shoulder and hinge point of slopes
2. At medians

For a graded roadbed without surfacing or pavement, trim and shape the entire roadbed to uniform cross sections and slopes

Trim slopes of gutters without lining or surfacing to the required grade and cross section.

Do not stockpile material on finished pavement or allow material to drift across pavement. Clean finished pavement of dirt and foreign material.

Clear debris and obstructions from ditches and channels constructed under the Contract.

Clean out sewers, culverts, and other drainage facilities and appurtenant structures constructed under the Contract.

Remove debris and excess material adjacent to culverts, headwalls and endwalls, bridge ends, poles, posts, trees, or other objects and leave in a neat and orderly condition.

Remove from slopes any exposed material that might become loose such as rocks and roots.

Remove loose rock larger than 2-1/2 inches in maximum dimension from:

1. Between the edge of shoulder and hinge point of slopes
2. Medians
3. Finished roadbed

Dispose of material resulting from finishing activities. If authorized, soil and rock resulting from finishing activities may be used along the roadway.

Finishing roadway includes removal, loading, and hauling of excess asphalt road grindings necessary to finish grade the roadway and hauling of unused, excess material to County yard for permanent storage.

PAYMENT

Full compensation for finishing roadway shall be considered as included in the prices paid for the bid items GRIND / PULVERIZE EXIST ROADBED, FINISH ROADWAY, paid for by the SQUARE YARD (SY), and no separate payment will be made therefor. The contract unit price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

30. RECLAIMED PAVEMENTS**30.2 Pulverized Roadbed**

Includes specifications for constructing a uniform reclaimed pavement base by pulverizing the asphalt concrete pavement and underlying material.

SURFACE PREPARATION

Before pavement recycling activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation.

2. Removing standing water.
3. Referencing the profile and cross slope.
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
 - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way.
 - 4.2. Cut lines must indicate the sequence of the cuts.
5. Referencing existing lane lines and striping layout.

If excess material is to be stored adjacent to the shoulder, clear and dispose of the weeds, grass, and debris from the area.

SUBMITTALS

Material sampling shall be done on the first day of road pulverization (test strip) to confirm the gradation meets the requirements. Initial test results shall be submitted within 24 hours.

Perform sampling and testing for each test strip and production work at the specified frequency for the quality characteristics shown in the following table:

Pulverized Roadbed Quality Characteristic Sampling Locations and Testing Frequencies

Quality characteristic	Test method	Minimum sampling and testing frequency	Sampling location
Gradation	California Test 202	Minimum 1 per material/type	Loose mix after pulverizing and mixing per CT125
Depth of cut	NA	300 feet	Both sides of reclaiming machine along cut length
In-place wet density	ASTM D1557 (Modified Proctor) or CT 231	Minimum 1 per material/type	Loose mix after pulverizing and mixing per CT125
Relative compaction	ASTM D6938 or CT 231	Minimum one test per 5000 sq. ft. of road area	Compacted roadbed

COUNTY ACCEPTANCE

The County accepts pulverized roadbed based on:

1. Visual inspection including:
 - 1.1. Segregation, tearing, and scarring of the finished surface
 - 1.2. Variance of more than 0.05 foot measured from the lower edge of a 12-foot straightedge
 - 1.3. Uniform surface texture throughout the work limits
 - 1.4. Repaired areas
2. Compliance with the following table:

Pulverized Roadbed Requirements for Acceptance

Quality characteristic	Test method	Requirement
Relative compaction (min, %)	ASTM D6938 or CT 231	95
Thickness (ft)	Field measurement	Not more than 0.05 ft less than the thickness shown

MATERIALS

The quality characteristics of pulverized roadbed must comply with the requirements shown in the following table:

Pulverized Roadbed Quality Characteristic Requirements

Quality characteristic	Test method	Requirement
Gradation (% passing) Sieve Size: 2 inch 1 1/2 inch	California Test 202	100 90-100
Depth of cut (ft)	NA	Not more than 0.05 ft less than the thickness shown
In-place wet density (lb/cu ft)	ASTM D1557 or CT 231	Report only
Relative compaction (min, %)	ASTM D6938 or CT 231	95

SUPPLEMENTARY AGGREGATE

If supplementary aggregate is specified, supplementary aggregate must comply with the specifications for Class 2 aggregate base in Caltrans Standard Specifications, Section 26.

CONSTRUCTION

Pulverizing equipment must:

1. Be a self-propelled reclaiming machine
2. Pulverize the existing pavement and underlying material to the required size
3. Mix the pulverized pavement, underlying material, and water into a homogeneous and uniform mixture
4. Be equipped with automatic depth controls capable of maintaining the cutting depth to within 0.05 foot of the depth shown
5. Have a minimum 8-foot wide cutter that can remove the existing pavement to the specified depths

Compacting equipment must be a sheepsfoot roller, a vibratory steel-tired roller, and a pneumatic-tired roller. All compacting equipment must be self-propelled and reversible. The frequency of amplitude of vibrating rollers must be adjustable and exceed a static force of 15 tons in vibratory mode.

FINISHING

The finished recycled surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline.

The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Maintain the pulverized roadbed surface free of ruts, bumps, indentations, raveling, and segregation. Repair damaged pulverized roadbed with minor HMA.

PAYMENT

Payment for GRIND/PULVERIZE EXIST ROADBED, FINISH ROADWAY shall be per SQUARE YARD (SY) and shall include full compensation for furnishing all labor, materials, tools, equipment, compaction, grading, finishing roadway, hauling material, stockpiling, incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

39. ASPHALT CONCRETE

TYPE A HOT MIX ASPHALT

Hot Mix Asphalt (HMA) binder shall be PG 58-34, modified (preferred) or unmodified, per Section 92 of the Caltrans Standard Specifications (Type A). Aggregate Gradation shall be $\frac{3}{4}$ -inch.

This item shall consist of pavement courses composed of mineral aggregate and an approved asphalt cement binder (asphalt binder) mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished and approved before placement of the next course.

JOB MIX FORMULA (JMF)

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

Submit the proposed HMA mix design, including location of all commercial mixing plants to be used for approval prior to the start of work. A separate job-mix formula (JMF) shall be supplied for each plant proposed for use on the project. Asphalt Binder certificate of compliance from the manufacturer shall be included with the mix design submittal. HMA mix design shall be approved by the Engineer in writing prior to the start of HMA production.

Laboratories testing aggregate and HMA qualities used to prepare the mix design and JMF must be qualified under AASHTO Materials Reference Laboratory program and Caltrans Independent Assurance Program. A **copy of the laboratory's current accreditation and accredited test methods** shall be submitted to the Engineer with the proposed JMF prior to start of construction.

Should a change in sources of materials be made, a new JMF must be approved by the Engineer in writing before the new material is used. After the initial production JMF has been approved by the Engineer and a new or modified JMF is required for whatever reason, the subsequent cost of the Engineer's approval of the new or modified JMF will be borne by the Contractor. There will be no time extension given or considerations for extra costs associated with the stoppage of production paving or restart of production paving due to the time needed for the Engineer to approve the initial, new or modified JMF.

The job mix formula shall meet the design requirements in CT Standard Specifications, Section 39. The submitted JMF shall be stamped or sealed by the responsible professional Engineer and shall include the following at minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF.
- Certified material test reports for the course and fine aggregate and mineral filler.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt binder content

- Percentage and properties (asphalt content, asphalt binder properties, and aggregate properties) of reclaimed asphalt mix pavement (RAP), if used.
- Number of gyrations or blows
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results or Hamburg wheel test.
- The Contractor shall submit to the Engineer the results of verification testing of at least three (3) asphalt samples prepared at the optimum asphalt content.
- SDS for asphalt binder, supplemental fine aggregate (except fines from dust collectors), and antistrip additives.
- Date the JMF was developed. Mix designs that are not dated will not be accepted. Mix designs from a previous construction season may or may not be accepted; the engineer will determine acceptance.

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

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

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

Reclaimed Asphalt Pavement (RAP)

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

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

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

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

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

RAP Stockpile Fractionation Gradation Requirements

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

^aMaximum mechanical shaking time is 10 minutes.

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

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

CONSTRUCTION

Do not place HMA on wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for depositing, pickup, loading, and paving are continuous
4. For method compaction:
 - 4.1. The temperature of the HMA and the HMA produced with WMA water injection technology in the windrow does not fall below 260 degrees F
 - 4.2. The temperature of the HMA produced using WMA additive technology in the windrow does not fall below 250 degrees F

HMA placed in a windrow on the roadway surface must not extend more than 250 feet in front of the loading equipment or material transfer vehicle.

You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture

HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps
4. Marks
5. Tearing
6. Irregular texture

Complete finish rolling activities before the pavement surface temperature is:

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

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

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

Aggregate Gradation Requirements

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

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

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

Spread Type A HMA at the ambient air and surface temperatures shown in the following table:

Minimum Ambient Air and Surface Temperatures

Lift thickness (feet)	Ambient air (°F)		Surface (°F)	
	Unmodified asphalt binder	Modified asphalt binder	Unmodified asphalt binder	Modified asphalt binder
Type A HMA and Type A HMA produced with WMA water injection technology				
<0.15	55	50	60	55
≥0.15	45	45	50	50
Type A HMA produced with WMA additive technology				
<0.15	45	45	50	45
≥0.15	40	40	40	40

Spreading and Compaction Equipment

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must be heated and produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers of the vibratory, steel wheel, and pneumatic-tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the HMA. The number, type, and weight of rollers shall be sufficient to compact the HMA to the required density while it is still in a workable condition. All rollers shall be specifically designed and suitable for compacting HMA concrete and shall be sized to achieve the required compaction results. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used. Depressions in pavement surfaces caused by rollers shall be repaired by the Contractor at their own expense.

Operate rollers according to the recommendation of the manufacturer. Each roller must have a separate operator. Rollers must be self-propelled and reversible.

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

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades, and cross sections
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction

Material Transfer Vehicle

If a material transfer vehicle is specified, the material transfer vehicle must have sufficient capacity to prevent stopping the paver and must be capable of:

1. Either receiving HMA directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface
2. Remixing the HMA with augers before transferring into the paver's receiving hopper or feed system
3. Transferring HMA directly into the paver's receiving hopper or feed system

Deliveries shall be scheduled so that placing and compacting of HMA is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until material has been compacted, as specified, and allowed to cool to atmospheric temperature.

Surface Preparation

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

Subgrade

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

Prepaving Inertial Profiler

Does not apply to this project.

Tack Coat

Edges of existing HMA pavement abutting the new work shall be saw cut and carefully removed as shown on the drawings and coated with asphalt tack coat before new material is placed against it.

Apply a tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
 - 3.1. Curbs

- 3.2. Gutters
- 3.3. Construction joints

Equipment for the application of tack coat must comply with CT Specifications, section 37-1.03B.

Before placing HMA, apply a tack coat in 1 application at the minimum residual rate shown in the following table for the condition of the underlying surface:

Tack Coat Application Rates for HMA

HMA over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
Concrete pavement and existing asphalt concrete surfacing	0.03	0.04	0.03
Planed pavement	0.05	0.06	0.04

If a stress absorbing membrane interlayer as specified in section 37-2.06 is applied, the tack coat application rates for new HMA apply.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume under section 9-1.02 or use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

Apply a tack coat to vertical surfaces with a residual rate that will thoroughly coat the vertical face without running off.

If authorized, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:
 - 2.1. No dust, dirt, or extraneous material is present
 - 2.2. Surface is at least 140 degrees F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not allow the tracking of tack coat onto pavement surfaces beyond the job site.

If you use an asphalt binder for tack coat, the asphalt binder temperature must be from 285 to 350 degrees F when applied.

Longitudinal Joints

Longitudinal joints in the top layer must match lane lines. Alternate the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the lane line. Other longitudinal joint placement patterns are allowed if authorized.

If placing HMA against the edge of existing pavement, saw cut or grind the pavement straight and vertical along the joint and remove extraneous material.

Pavement Edge Treatments

Construct edge treatment on the HMA pavement as shown.

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

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

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

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

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

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

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

Compaction

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

Sequence of rolling operations and type of rollers used shall be at discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing direction of the roller, or from any other cause, shall be corrected at once.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained.

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

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

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

Any HMA that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

Areas of segregation in the surface course, as determined by the Engineer, shall be removed and replaced at

the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of 2 inches deep. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

ASPHALT PRODUCTION START-UP PROCEDURES (CONTROL STRIP):

An asphalt concrete control strip shall be constructed prior to the start of production asphalt paving to correlate the nuclear gauge(s) to obtained asphalt core densities and confirm compliance with project specifications. Note, if nuclear gauge correlation data from a previous job within the last year can be provided, showing the proposed nuclear gauge was calibrated to the project approved HMA mix design, the County may waive the start-up procedures (control strip) requirement.

The amount of HMA shall be sufficient to construct a test section 300 feet long and 24 feet wide, at minimum, placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. A cold joint for this test section is an exposed construction joint at least 4 hours old or whose mat has cooled to less than 160° F. The cold joint must be constructed using the same procedure that will be used during production. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. Construct the control strip using asphalt concrete mix production, lay-down, and compaction procedures intended for the entire mix production.

Nuclear density gauge readings shall be taken behind each roller pass at final compaction to determine the roller pattern necessary to achieve required density.

Cores of the compacted HMA control strip shall be obtained to correlate the nuclear gauge(s) to the HMA mix using the following procedure:

1. Establish a minimum of 5 random test site locations after placement and compaction of the control strip.
2. Determine in-place density of the asphalt using the nuclear gauge and obtain a set of two cores (4" or 6" diameter) from within the outlined test position of the nuclear gauge for each of the 5 test site locations (CT 375).
3. Determine average core density for each test site location (CT 308 or AASHTO T275, Method A).
4. Determine the gauge correlation factor for each test site by subtracting the average nuclear density from the average core density for each test location.
5. Compute the average correlation factor for all the test site locations and compute the standard deviation. If any correlation value varies from the average correlation value by more than two standard deviations at the 95% confidence level, consider this correlation value statistically invalid and exclude it from the data.
6. Determine the final correlation factor by averaging the valid correlation factors.

Note, a correlation factor must be developed for each nuclear gauge used on the project. The obtained correlation factor shall remain with the gauge and be applied to all compaction testing results for the duration of the project. A new correlation factor shall be established whenever there is a change in lift thickness of 0.5" or more, underlying material, material source, mix design, or recalibration of the nuclear density gauge.

HMA MATERIAL ACCEPTANCE AND TESTING (QA):

Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor except that coring, as required in Section B below, shall be completed and paid for by the Contractor, if required. Refer to Appendix A, Table 1, *Eastside Lane Rehabilitation Project Phase 2, Schedule of Minimum Sampling and Testing for Acceptance Testing*.

A standard **Lot shall be equal to one day's production**. Measurement in tons shall be the U.S. ton (short ton) which is equal to 2000 lbs. Where more than one plant is simultaneously producing HMA for the job, the lot sizes shall apply separately for each plant. Each **Lot** shall be divided into **four (4) Sublots** of approximately equal size for compaction testing using nuclear gauge.

A. Hot Mix Asphalt

Plant-produced HMA will be tested for asphalt content (CT 382 or AASHTO T308) and theoretical maximum density (CT 309 or AASHTO T209) **per Lot (one test per day of HMA production)**. Sampling shall be from a random location from the windrow or loose mat behind paver per CT 125. Frequencies of testing shall be per Appendix A, Table 1, *Eastside Lane Rehabilitation Project Phase 2, Schedule of Minimum Sampling and Testing for Acceptance*.

Coldfeed will be sampled **per Lot (one test per day of HMA production)** from the batch plant during HMA production for sieve analysis. If RAP is part of the JMF, RAP will be collected concurrently with the coldfeed at the batch plant for sieve analysis and the gradation shall be combined. Coordinate sampling with the batch plant to obtain coldfeed / RAP samples that correspond to field sampled HMA tonnage. Frequencies of testing is provided in Appendix A, Table 1, *Eastside Lane Rehabilitation Project Phase 2, Schedule of Minimum Sampling and Testing for Acceptance*.

B. In-Place HMA

HMA placed in the field shall be tested for in-place density (relative compaction) on a **Sublot** basis. Testing locations for in-place density shall be on a random basis with frequencies per Appendix A, Table 1, *Eastside Lane Rehabilitation Project Phase 2, Schedule of Minimum Sampling and Testing for Acceptance*:

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

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

Relative compaction shall be calculated from the peak density obtained from the nuclear gauge during compaction divided by the Theoretical Maximum Density obtained from that day's production (CT 309 or AASHTO T209). **Relative compaction shall be 91 to 97 percent of the Lot theoretical maximum density.** Note, relative compaction percentages will be revised to match the approved mix design as necessary.

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

Reduced Payment Factors for Percent of Maximum Theoretical Density

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

HMA QUALITY CONTROL

Contractor Quality Control shall be performed for the project including inspection, sampling, and testing necessary to maintain process control and meet minimum testing requirements. An organizational list of personnel with associated responsibilities and relevant certifications and relevant Laboratory certifications shall be provided prior to construction. An action plan shall be developed to correct situations when deviations from required specifications occur.

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

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

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

PAYMENT

Payment for TACK COAT is included in the payment for 3" HOT MIX ASPHALT.

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

The payment quantity for 3" HOT MIX ASPHALT is measured based on the combined mixture weight. Payment will be made only for HMA material actually used. If recorded batch weights are printed

automatically, the bid item for HMA is measured by using the printed batch weights, provided:

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

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

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Full compensation for the Quality Control is included in the contract prices paid per ton for HMA as designated in the bid schedule and no additional compensation will be allowed therefor.

Full compensation for the performing and submitting mix designs and for Contractor sampling, testing, inspection, testing facilities, and preparation and submittal of results is included in the contract price paid per ton for HMA as designated in the Bid Schedule and no additional compensation shall be allowed therefor.

Full compensation for reclaimed asphalt pavement, if applicable, is included in the contact price paid per ton for HMA as designated in the Bid Schedule and not compensation shall be allowed therefor.

61. CULVERT AND DRAINAGE PIPE JOINTS

Specifications for constructing joint systems and couplers for culverts and drainage pipes.

Joint systems and couplers for culverts and drainage pipes are classified as standard, positive, or downdrain.

SUBMITTALS

Submit a certificate of compliance for each classification of joint systems and couplers.

PERFORMANCE SPECIFICATIONS

Joint systems or couplers must:

1. Perform their intended function
2. Possess durability equivalent to that of the pipe
3. Comply with the quality characteristics shown in the following table:

Joint Classification Requirements

Quality characteristic	Requirement		
	Standard	Positive ^a	Downdrain ^b
Shear strength (min, %)	2	5	5
Moment strength (min, %)	0	15	15
Tensile strength			
6"–42" dia ^c (min, lb)	0	0	5,000
45"–84" dia ^c (min, lb)	0	0	10,000
Joint overlap ^d			
Integral			
12" and smaller dia ^c (min, in)	1/4	1/2	--
15"–33" dia ^c (min, in)	1/2	3/4	--
36" and larger dia ^c (min, in)	3/4	1	--
Sleeve width (min, in)	10-1/2	10-1/2	10-1/2
Watertightness	Where described	Where described	Required

^aPositive joints must comply with either (1) shear strength, moment strength, and joint overlap-sleeve properties, or (2) shear strength and joint overlap-integral characteristics.

^bJoints for downdrains have at least the specified values when tested with joints sealed to comply with the watertightness requirement.

^cLimits for corrugated metal pipe arch depend upon the equivalent diameter of circular pipe under AASHTO M 36 for corrugated steel pipe and AASHTO M 196 for corrugated aluminum pipe.

^dJoints designed to comply with required values by means other than joint overlap as shown in the table may be used if authorized.

^eInside diameter of circular pipes or inside horizontal dimension of oval or arch pipes.

Storm drains, side storm drains, and fittings must be open, clean, and free draining upon final completion of the work.

MATERIALS

Resilient joint material must be a neoprene expanded rubber or sheet rubber gasket, "O" ring rubber gasket, butyl rubber base joint sealant, or other authorized resilient material.

All joints, including any connection, must be capable of transferring the required shear across the joint.

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

PAYMENT

Full compensation for culvert and drainage pipe joints shall be included in the price for bid item 24"x35" ARCH CSP CULVERT REPLACEMENT, 36" CSP CULVERT REPLACEMENT AND EXTEND EXISTING 18" CMP, paid by the LINEAR FOOT (LF) and no separate payment will be made therefor.

CONCRETE BACKFILL FOR PIPE TRENCHES

Specifications for placing concrete backfill in pipe trenches

SUBMITTAL

Concrete mix design

MATERIALS

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

CONSTRUCTION

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

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

Consolidate concrete backfill using high-frequency internal vibrators.

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

PAYMENT

Full compensation for concrete backfill for pipe trenches, if used by the contractor, shall be included in the price for bid items 24"x35" ARCH CSP CULVERT REPLACEMENT, 36" CSP CULVERT REPLACEMENT AND EXTEND EXISTING 18" CMP, paid by the LINEAR FOOT (LF) and no separate payment will be made therefor.

66. CORRUGATED METAL PIPE

Corrugated metal pipe shall meet CT Specifications, Section 66, and installation shall comply with CT Specifications, Section 61.

Excavation, backfill, and shaped bedding must comply with Section 19.

SUBMITTALS

Provide manufacturer's specification/product information.

Submit a certificate of compliance for:

1. Corrugated steel materials
2. Corrugated aluminum materials

Buy America Certifications are required for all steel materials.

MATERIALS

Corrugated metal pipe must be corrugated aluminum pipe or corrugated steel pipe as described. Do not mix aluminum and steel materials in any installation, except coupling band fastening hardware.

Ship, handle, and lay corrugated metal materials in a way that prevents bruising, scaling, or breaking of the galvanized surface, aluminized surface, or protective coating.

Dimensions and Thickness

Dimensions and thicknesses shown are nominal and must comply with AASHTO M 36 for corrugated steel pipe and AASHTO M 196 for corrugated aluminum pipe.

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

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

Coupling Bands

The metal bands must be corrugated, dimpled, or otherwise formed in a way that will effectively engage the corrugations of the pipe ends.

Coupling bands for corrugated steel pipe must comply with AASHTO M 36. Coupling bands for corrugated aluminum pipe must comply with AASHTO M 196.

If channel or wing channel coupling bands are used, the interior bend radii of the pipe flange and the channel must be at least the thickness of the metal of which they are formed

CORRUGATED STEEL PIPE

Corrugated steel materials must comply with AASHTO M 36 and be fabricated from either zinc-coated steel sheet or aluminum-coated steel sheet as shown.

Zinc-coated steel sheet must comply with AASHTO M 218, except the coating weight is determined under ASTM A123/A123M and A153/A153M.

Aluminum-coated steel sheet must comply with AASHTO M 274.

Fabrication

Corrugated steel pipe must be fabricated by one of the following methods:

1. Riveting
2. Helically corrugated steel pipe with a continuous helical lock seam
3. Continuous helical welded seam paralleling the corrugation

Pipes fabricated from 0.050-inch-thick sheets must be helically corrugated steel pipe with a continuous helical lock seam or a continuous helical welded seam.

Annular corrugated steel pipe must be fabricated from sheets having either 2-2/3-by-1/2-inch or 3-by-1-inch corrugations.

Damaged Galvanizing

Repair damaged galvanized surfaces under section 75-1.02B.

If you burn the galvanized surfaces by welding, thoroughly clean all the surfaces of the welded connections by wire brushing and remove all traces of the welding flux and loose or cracked galvanizing before repair.

Repair damaged galvanized surfaces as follows:

1. Clean by thoroughly wire brushing damaged areas and removing loose and cracked coating.

2. Paint cleaned areas with 2 applications of organic zinc-rich primer. Do not use aerosol cans.

CONSTRUCTION

Excavate a pipe trench to the lines and grades established by the Engineer. Grade and prepare the trench bottom to provide a firm and uniform bearing throughout the entire pipe length.

Lay annular corrugated pipe in a trench with:

1. Outside laps of circumferential joints upgrade
2. Longitudinal laps positioned other than in the invert
3. Separate sections spaced not more than 1-1/2 inches apart and then firmly joined together

Lay helical corrugated pipe in a trench with separate sections spaced not more than 1-1/2 inches apart and then firmly joined together with corrugations in alignment.

Corrugations or projections on the coupler must properly engage the corrugations of the pipe section before bolts are tightened.

Connect new corrugated metal pipe to new or existing drainage facilities as shown.

Wherever pipes are connected to inlet and outlet structures, place the ends of the pipes flush or cut them off flush with the structure face.

PAYMENT

The payment quantity for corrugated metal pipe is the length measured along the centerline of the pipe and parallel with the slope line. The payment quantity includes the length of pipe joint systems, couplers, reducers, bends, wyes, tees, and other branches to the point of intersection. Pipe reducers are paid for as pipe of the larger diameter connected to the reducer.

If pipes are cut to fit a structure or slope, the payment quantity is the length of pipe necessary to be placed before cutting, measured in 2-foot increments.

The contract unit price paid for 24"x35" ARCH CSP CULVERT REPLACEMENT, 36" CSP CULVERT REPLACEMENT, AND EXTEND EXISTING 18" CMP shall be per the LINEAR FOOT (LF) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including structure excavation / backfilling, concrete, compaction, slope grading/compaction, joining, and repairing, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

70. MISCELLANEOUS DRAINAGE FACILITIES

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

METAL FLARED END SECTIONS

Metal flared end sections must be prefabricated steel or aluminum sections.

Prefabricated steel flared end sections must comply with AASHTO M 36 and AASHTO M 218.

Prefabricated aluminum flared end sections must comply with AASHTO M 196 and AASHTO M 197.

SUBMITTALS

Certificate of Compliance and Buy America Certifications are required.

PAYMENT

Payment for FLARED END SECTION (36" CSP, 24" CSP, 18" CSP) shall be per EACH (EA) end section installed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including grading, backfilling, compaction, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

78. SURVEY MONUMENTS**GENERAL**

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

Work performed on existing monuments must comply with section 15. Existing survey monuments shall be replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771. All survey monuments shall be set by a register Land Surveyor.

MATERIALS

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

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

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

The covers must fit into the frames without rocking.

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

CONSTRUCTION

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

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

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

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

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

PAYMENT

The contract price paid EACH (EA) for "REPLACE EXISTING SURVEY MONUMENT" shall include full compensation for construction of monument, all land surveying required, preparation/submittal/recording of Record of Survey or Corner Record as applicable, for doing all the work involved in removal of existing

monuments, replacement of existing monuments, and for furnishing all labor, materials tools, equipment and incidentals, as shown on the Project plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

82. SIGNS AND MARKERS

Section includes general specifications for fabricating and installing sign panels and markers and constructing roadside signs.

Signs and markers must comply with the *California MUTCD*, *California Sign Specifications*, and the FHWA publication *Standard Highway Signs and Markings*.

SIGN PANELS

SUBMITTALS

Submit a manufacturer's specification sheet showing the proposed sign meets CA requirements and a certificate of compliance as applicable for:

1. Aluminum sheeting
2. Retroreflective sheeting
3. Color imaging methods and film
4. Protective-overlay film

MATERIALS

A sign panel must be produced at a fabrication plant.

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

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

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

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

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

Aluminum Sheeting

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

The aluminum sheeting must be pretreated for corrosion resistance as specified in ASTM B449. The surface of the sheeting must be cleaned, deoxidized, and coated with a light, tightly-adherent chromate conversion coating free from powdery residue. The conversion coating must be Class 2 with a weight from 10 to 35 mg/sq ft and an average weight of 25 mg/sq ft. After the cleaning and coating process, the aluminum sheeting must be protected from exposure to grease, oils, dust, and contaminants.

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

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

Retroreflective Sheeting

Retroreflective sheeting used for the background and legend must comply with ASTM D4956-13 and must be on the Authorized Material List for signing and delineation materials.

Retroreflective sheeting must be Type XI, except for white background signs, it must be Type VIII or IX.

Warning sign plaques and panels must be retroreflective fluorescent orange or fluorescent yellow background.

Type VIII, IX, and XI retroreflective sheeting must have Class 1, 3, or 4 adhesive backing. Adhesive backing must be pressure sensitive and fungus resistant.

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

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

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

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

Color Imaging Methods and Film

The material used for color imaging methods, film, and protective-overlay must be recommended by the retroreflective sheeting manufacturer.

Colored retroreflective sheeting must be used for the background.

Signs with green, red, blue, or brown backgrounds may use reverse-screened-process color on white retroreflective sheeting for the background color. The coefficient of retroreflection must be at least 70 percent of the coefficient of retroreflection specified in ASTM D4956 for the corresponding color of retroreflective sheeting.

The sign must have outdoor weatherability characteristics equivalent to those specified for the corresponding color of retroreflective sheeting in ASTM D4956.

Single-Sheet Aluminum Panels

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

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

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

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

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

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

CONSTRUCTION

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

Do not chip or bend sign panels.

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

Obtain authorization before repairing sign panels at the job site.

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

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

82-3 ROADSIDE SIGNS

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

MATERIALS

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

Metal Posts

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

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

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

Wide-flange metal posts must be fabricated from structural steel complying with ASTM A36/A36M. Nuts, bolts, and washers for the breakaway connections of a wide-flange steel post must comply with ASTM A325.

Perforated square steel tube posts and square steel anchor sleeves must:

1. Be fabricated from galvanized hot rolled steel complying with ASTM 1011 Grade 50 and galvanized under ASTM 653 G-90
2. Have a minimum 60 ksi yield strength after cold forming
3. Have zinc coated corner welds. Corner welds must be scarfed and then a conversion coating and clear organic polymer topcoat must be applied

Perforated square steel tube post must have 7/16-inch diameter holes or punch-outs 1-inch on center on all four sides.

Concrete for a steel tube post foundation must be minor concrete that contains at least 470 pounds of cementitious material per cubic yard.

Sign Panel Fastening and Mounting Hardware

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

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

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

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

Galvanizing must comply with section 75-1.02B.

Sign panel drive rivets must be galvanized steel or aluminum.

Square steel tube post drive rivets must be galvanized steel.

SUBMITTALS

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

CONSTRUCTION

The line between the center of the top of a post and the center of the post at ground level must not deviate from a plumb line by more than 0.02 foot in 10 feet.

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

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

The Engineer will reject damaged signs, defective signs, and signs with spelling errors before or after installation.

PAYMENT

Payment for roadside signs INSTALL STEEL POST SIGN (REUSE EXISTING SIGN PANEL) AND INSTALL STEEL POST SIGN (NEW SIGN PANEL) shall be per EACH (EA) sign installed, including double signs, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

84. MARKINGS

This work shall consist of application and construction of painted pavement striping and markings including applying paint and glass beads. Equipment, mixing, surface preparation, application, and tolerances for

furnishing and applying traffic striping and pavement markings shall conform to Section 84, "Markings" of the CT Specifications and these Technical Specifications.

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Traffic stripes and pavement markings must comply with ASTM D6628 for daytime and nighttime color.

DEFINITIONS

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

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

SUBMITTALS

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

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

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

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

QUALITY ASSURANCE

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

Any markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

MATERIALS

Traffic stripes and pavement markings must be retroreflective. Within 30 days of applying traffic stripes and pavement markings, the retroreflectivity of the stripes and markings must be a minimum of $250 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$ for white and $125 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$ for yellow when measured under ASTM E1710.

Glass Beads

Each lot of glass beads must comply with EPA Test Method 3052 and 6010B or 6010C. Glass beads must contain less than 200 ppm each of arsenic and lead.

Type 1 glass beads must comply with AASHTO M 247.

Type 2 glass beads must comply with AASHTO M 247. At least 75 percent of the beads by count must be true spheres that are colorless and do not exhibit dark spots, air inclusions, or surface scratches when viewed under 20X magnification.

High-performance glass beads must be on the Authorized Material List for high-performance glass beads.

Large-gradation glass beads must be on the Authorized Material List for two component traffic paint.

Glass beads for methyl methacrylate must be on the Authorized Material List for methyl methacrylate traffic striping and pavement marking.

Glass beads for paint must comply with State Specification 8010-004, or as approved by the Engineer.

Glass beads must be surface treated, according to the bead and the material manufacturer's instructions, to promote adhesion with the specified material.

Paint

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

Paint Specifications

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

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

CONSTRUCTION

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

Protect existing retroreflective pavement markers during work activities.

Remove existing pavement markers that are coated or damaged by work activities and replace with an equivalent marker on the Authorized Material List for signing and delineation materials.

A completed traffic stripe must:

1. Have clean, well-defined edges without running or deformation
2. Be uniform
3. Be straight on a tangent alignment and on a true arc on a curved alignment

A completed traffic stripe must:

1. Be straight on a tangent alignment
2. Be a true arc on a curved alignment
3. Not deviate from the width shown by more than:
 - 3.1. 1/4 inch on a tangent alignment
 - 3.2. 1/2 inch on a curved alignment

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2

inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of each section of broken traffic stripe so that a normal striping machine can repeat the pattern and superimpose successive coats on the applied traffic stripe.

A completed pavement marking must have well-defined edges without running or deformation.

Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry.

Protect newly placed traffic stripes and pavement markings from traffic and work activities until the traffic stripes and pavement markings are dry or hard enough to bear traffic.

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

Surface Preparation

Use mechanical wire brushing to remove dirt, contaminants, and loose material from the pavement surface that is to receive the traffic stripe or pavement marking.

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

Application of Stripes and Markings

Apply paint for a pavement marking with a stencil or a preformed marking.

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

Apply a traffic stripe or a pavement marking only to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

Apply traffic stripe or pavement marking and glass beads in a single pass. You may apply the glass beads by hand on pavement markings.

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

Distribute glass beads uniformly on traffic stripe and pavement markings. Glass beads with integral color must match the color of the stripe or pavement marking. Apply glass beads with two separate applicator guns when two gradations are specified.

Allow enough overlap distance between new and existing striping patterns to ensure continuity at the start and end of the transition.

The retroreflectivity of applied traffic stripes and pavement markings must comply with the requirements shown in the following table:

Retroreflectivity Requirements

Traffic stripe material	White (min, mcd·m-2·lx-1)	Yellow (min, mcd·m-2·lx-1)
Paint	250	125
Thermoplastic	250	125
Thermoplastic with wet night enhanced visibility	700	500
Two component	250	125

Methyl methacrylate	500	300
Tape	700	500

Paint

Do not apply paint if:

1. Fresh paint could become damaged by rain, fog, or condensation
2. Atmospheric temperature could drop below 50 degrees F during the drying period

Do not thin paint.

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

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

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

Apply traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal.

Apply traffic stripes and pavement markings in 2 coats on a new pavement surface. The 1st coat of paint must be dry before applying the 2nd coat.

Apply 2-coat paint at the approximate rate of 215 sq ft/gal for each coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 6-inch-wide yellow stripes of a double traffic stripe. If the two 6-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

On 2-lane highways:

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

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

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

PAYMENT

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

The payment quantity for a traffic stripe is the length measured along the line of the traffic stripe without

deductions for gaps in the broken traffic stripe.

A double traffic stripe consisting of two 6-inch-wide yellow stripes separated by a 3-inch-wide black stripe is measured as a single traffic stripe.

Payment quantity of CENTERLINE (PAINT) is the length (Linear Feet, LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of 6" BIKE LANE LINE / RIGHT EDGELINE (PAINT) is the length (Linear Feet, LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe along each side of the road.

Payment quantity of STOP BAR / LIMIT LINE (PAINT) will be measured by EACH (EA) painted line at the location designated on the plans.

Payment quantity of "STOP" (PAINT) marking will be measured by EACH (EA) marking painted at the location designated on the plans.

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

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

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

APPENDIX A

TABLE 1
EASTSIDE LANE REHABILITATION PROJECT PHASE 2
SCHEDULE OF MINIMUM SAMPLING AND TESTING FOR ACCEPTANCE
Project No. RPL-5947(065)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
Aggregate Base Subbase Asphalt Grindings	Maximum Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Per CT 125
	Sieve Analysis	CT 202	Minimum 1 per material/type	
	Sand Equivalent	CT 217		
	Durability Index	CT 229		
	R-Value	CT 301		
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231,	Minimum 1 test per 5000 square feet of work area	In-Place Compacted Aggregate
Structure Backfill Select Backfill	Sieve Analysis	CT 202	Minimum 1 per material/type	Per CT 125
	Sand Equivalent	CT 217		
	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts	Compacted lift or subgrade
Hot Mix Asphalt Asphalt Concrete	Sieve Analysis (Coldfeed, RAP)	CT 202 or AASHTO T27, AASHTO T11	Minimum 1 per Lot (Lot = 1 day's production or 2,000 tons, whichever is smaller)	Coldfeed / RAP at Batch Plant during production of HMA per CT 125
	Sand Equivalent	CT 217 or AASHTO T176		
	Theoretical Maximum Specific Gravity and Density	CT 309 or AASHTO T209		Random Location per CT 125
	Asphalt Binder Content	CT 382 or AASHTO T308		
	HMA Moisture Content	CT 370 or AASHTO T329		
	*Gyratory Compactor and Air Voids	AASHTO T312 / T166	*Test Strip and every 4000 tons of HMA production or as directed by Engineer	Random Location per CT 125
	In-Place Density and Relative Compaction	ASTM D2950 or CT 375	Minimum of 10 test per 500 tons of HMA placed	In-place during final compaction at randomly determined locations
	Asphalt Binder	NA	Sample 1 Min per project or as directed by engineer; No testing required unless directed by Engineer	At Batch Plant per CT 125
**Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt	CT 375, CT 308 or AASHTO T275	As directed by Engineer* (3 cores per 500 tons of HMA)	At randomly determined Project Location	

* Required with Superpave Mix Design only.

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

AASHTO - American Association of State Highway and Transportation Officials

ASTM - American Society for Testing and Materials

CT - Caltrans Test Method



DEPARTMENT OF PUBLIC WORKS

QUALITY ASSURANCE PROGRAM (QAP)

For Mono County projects off the State Highway System (SHS)

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QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: County of Mono

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes to the testing and sampling frequencies or to the test methods.

I. DEFINITION OF TERMS

Acceptance Testing (AT)— Sampling and testing, or inspection, to determine the degree of compliance with contract specification requirements.

CT— California Department of Transportation (Caltrans)

Certificate of Compliance — A signed document from the materials manufacturer committing that the delivered goods meet the contract specifications

Independent Assurance Program (IAP)— Verification that AT is being performed correctly by certified testers using qualified laboratories and calibrated equipment.

Material Acceptance Program – Sampling, Testing, inspection, and certification of project materials to determine compliance with contract specifications. Materials shall be accepted by one or more of the following methods, as allowed for in this document and the contract specifications: Acceptance Testing, Manufacturer’s Certificate of Compliance, Source Inspection, or Field Inspection.

Quality Assurance Program (QAP)— A sampling, testing, and inspection program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the Materials Acceptance Program and the Independent Assurance Sampling and Testing Program (IAP).

Source Inspection– Sampling, testing, and/or inspection of manufactured or prefabricated structural materials at a location other than the job site, generally at the manufactured location.

II. MATERIALS ACCEPTANCE PROGRAM

Material incorporated into the work shall be accepted by one or more of the following methods, as specified in this document and the contract specifications:

1. Field Sampling and Acceptance Testing
2. Manufacturer’s Certificate of Compliance (with attachments if required)
3. Source Inspection and Testing
4. Visual Inspection (for minor quantities)

A. Field Sampling and Acceptance Testing (AT)

General:

1. Acceptance sampling and testing shall be performed by certified materials personnel.
2. Acceptance testing will be performed utilizing accredited materials laboratories and properly calibrated equipment.
3. Certifications and accreditations shall be specific to the tests being performed.
4. A Materials Testing Results Log shall be maintained for any test method performed more than once on a project.
5. The test results for materials incorporated into the work shall be in compliance with the contract specifications.

6. Actions taken regarding material with failing test results will be fully documented, including details documenting remove/replace, rework/re-test, and deduction/Construction Change Order (CCO).
7. Justification shall be provided for any failing material allowed to remain in place.

Sampling and Testing Locations and Frequencies:

1. Sample and testing locations and frequencies shall be in accordance with the contract specifications.
2. If not specified in the contract documents, sampling and testing locations and frequencies shall be as shown in **Attachment No. 1, Acceptance Sampling and Testing Frequency Table**.
3. When sampling products such as Portland cement concrete, cement-treated base, hot mix asphalt, or similar materials; the time of such sampling shall be varied with respect to the time of the day, insofar as possible, in order to avoid a predictable sampling routine.

Acceptance Test Methods:

The test methods used shall be as specified in the contract documents.

For a material specified to comply with a property shown in the following table, the Agency tests under the corresponding test shown:

Test Property	Test
Relative compaction	ASTM D1557, D6938, D2950, CT 375
Sand equivalent	CT 217
Resistance (R-value)	CT 301
Gradation (sieve analysis)	CT 202 (Soils), AASHTO T11, T27 (HMA)
Durability index	CT 229
Cleanness Value	CT 227

Acceptance Testing Laboratory:

1. A consultant materials laboratory shall be used to perform acceptance testing. The consultant laboratory used may vary by project.
2. The materials laboratory shall be under the responsible management of a California Registered Engineer (“Engineer”) with experience in sampling, inspection, and testing of construction materials.
3. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer’s supervision.
4. Laboratories shall be properly accredited.
5. Laboratory testing personnel shall be appropriately certified.
6. Testing equipment shall be properly calibrated.
7. Laboratories shall comply with Section III., *Independent Assurance Program*, of this document.

Reporting Acceptance Testing Results:

Test results shall be reported to the Resident Engineer (RE) as soon as possible (as shown in the table below), by email or telephone.

Copies of complete material test result reports, including data and calculation sheets, shall be provided to the RE in accordance with the following timetable:

Timetable for Providing Full Test Results to the Resident Engineer

<i>If the material is sampled...</i>	<i>And the test performed is...</i>	<i>Submit to the RE within...</i>
at the material plant	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	24 hours
at the job site	Compaction and/or maximum density	24 hours
	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	72 hours
	R value, or	96 hours
	Asphalt extraction	

Acceptance Testing Summary Logs

1. The RE shall maintain a testing summary log for each test method performed more than once on the project (ASTM 1557, etc.), and by salient feature (structure backfill, subgrade, etc.)
2. The logs shall be used by the RE to track that acceptance tests are performed at the required frequencies, that tester certifications are on file, and that all failing tests have been mitigated.
3. *Testing Log Summary*, LAPM Exhibit 16-Z2 or equivalent shall be used for applicable log summaries. The Log Summary must include test location, date tested, name of tester, test name/ID number of test performed, results, resolution of failing test results, and quantity of materials represented by test, if applicable.

B. Manufacturer's Certificate of Compliance

General:

1. Various manufactured materials may be accepted for incorporation into the work without sampling or testing, on the basis of a certificate from the manufacturer.
2. Where required by the contract specifications, the contractor shall submit a certificate of compliance.
3. Where required by the contract, the contractor shall *attach test data or other documents* to the certificate of compliance. The RE is responsible for ensuring that a COC is furnished with each lot of these materials delivered to the site, and the accepted COC must be documented in the inspector's daily report and kept in the project files.
4. The RE may perform sampling and testing on such materials at any time.
5. Certificates of compliance shall:
 - Be submitted by the Contractor before the material is incorporated into the work;
 - Accompany the material to the job site;
 - Identify the lot (or heat) number for each lot delivered which matches tags affixed or stenciled to the materials;
 - Include the contract number and/or project number;
 - Include test data and other documents if required;
 - State that the material complies with the contract specifications; and

- Be signed by the producer of the material.

List of Materials Accepted by Certificate of Compliance:

A list of materials that can be accepted on the basis of certificates of compliance during construction is found in the current Local Assistance Procedure Manual (LAPM) forms, Exhibit 16-T1, *Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications*. This list may be supplemented or amended by the contract Special Provisions or Technical Provisions. All certificates of compliance shall conform to the requirements of the contract specifications.

C. Source Inspection and Testing

1. Some manufactured or pre-fabricated structural materials will be inspected or tested prior to arrival at the jobsite, generally at the manufacturer's location (source inspected).
2. Structural items categorized as "catastrophic consequences of failure" or "significant safety concern" may be source inspected. Materials that might be source inspected include structural steel, precast prestressed concrete girders and pilings, RCP greater than 60", joint seals, bearing pads, lighting and signal poles, sign structures, and electrical items.
3. The RE may reject source inspected material at the job site if deemed unacceptable. For example:
 - Material damage in shipment or installation.
 - Defective material (source inspection is usually a random sampling and may not have checked 100% of the material).
4. A consultant materials laboratory, qualified to perform the applicable testing, will be used to perform source inspection and testing. The consultant laboratory used will vary by project.

D. Visual Inspection (Acceptance of Minor Quantities Without Testing)

General

Relatively minor quantities of construction materials may be accepted without testing if the following three conditions are met:

1. Visual examination of the material is performed.
2. The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
3. The manufacturer (or supplier in the case of HMA or concrete) provides certification that the material furnished complies with the contract specifications.

Approximate quantities that may be accepted by visual inspection:

- *Aggregates* other than for use in Portland Cement Concrete, not to exceed:
 - 100 tons per day, nor
 - 500 tons per project
- *Bituminous mixtures* (example: HMA), not to exceed
 - 50 tons per day.
 - If project total is less than 1,000 tons, sample at engineer's discretion
- *Bituminous material* (example: Liquid Asphalt), not to exceed:
 - 100 gallons per project

III. INDEPENDENT ASSURANCE PROGRAM (IAP)

The IAP shall verify:

- Sampling and testing procedures are being performed correctly; all testing equipment is in good condition and properly calibrated; and
- All AT performed on the project uses a qualified laboratory and certified testing personnel.
- IAP shall be performed on every type of materials test required for the project.

A complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the agency when unresolved discrepancies related to poor correlation between acceptance tester's results and other test results occur.

A. Laboratory to Perform Independent Assurance (IA) Testing and Duties

1. The IAP, including certification of testers and qualification of lab, shall be executed by a consultant who is different from AT consultant.
2. IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory.
3. IA shall be performed on every type of materials test required for the project or as directed by the Resident Engineer.
4. IAP samples and tests shall not be used for determining compliance with contract requirements.

B. Laboratory ACCREDITATION

1. The AT materials laboratory shall participate and comply with one or more of the following Correlation Testing Programs:
 - AASHTO Materials Reference Laboratory (AMRL)
 - Cement and Concrete Reference Laboratory (CCRL)
 - Caltrans' Reference Samples Program (RSP)
2. The AT laboratory Accreditation shall occur annually.
3. A copy of the current laboratory qualification shall be kept in the project records.

C. Tester Certification

1. Sampling and testing personnel shall be certified by one or more of the following Personnel Certification Programs:
 - CT Materials Engineer and/or CT METS IA Representative (for CT tests only) and Joint Certification Testing Program (JCTP)
 - Nationally recognized organizations such as the American Concrete Institute
 - National Institute of Certification of Engineering Technologies
 - Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
2. Proficiency tests is part of IA program and shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests (CT202, CT 217, CT 227, respectively).
3. A copy of each tester's current and applicable certifications shall be kept in the project files.

D. Equipment Certification / Calibration

1. Laboratory testing equipment shall comply with the following:
 - Be capable of performing the tests required.
 - Be in good working order.

- Be calibrated
- Be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology.
- Have a decal firmly affixed to each piece of equipment showing the date of the last calibration.

IV. CERTIFICATION OF PROJECT MATERIALS

The Resident Engineer shall complete and sign Exhibit 17-G, "Materials Certificate" of the Local Assistance Procedures Manual (LAPM) upon completion of a federal-aid project.

The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records.

All materials incorporated into the work which did not conform to specifications must be explained and justified on the Materials Certificate, including changes by virtue of change order. The original is submitted to the DLAE in the Report of Expenditures and a copy is placed in the project file..

The form shall be filed in the project records.

All material records of samples and test, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary" Caltrans Exhibit 16-Z2, or equivalent, facilitates reviews of material sampling and testing by Caltrans and FHWA and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

V. PROJECT QAP RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project, each project shall have the following quality assurance documents on file:

- Copy of Quality Assurance Program
- Certificates of Proficiency-Testers and Samplers
- Certificates of Accreditation of Testing Lab
- Acceptance Testing Log Summary and Test Results
- Notice of Materials to be Used (LAPM Exhibit 16-I, or equivalent)
- Certificates of Compliance and Buy America Certificates
- Source inspection records and report, if applicable
- Materials Certification (LAPM Exhibit 17-G)

In accordance with the County's adopted records retention policy, all project records shall be available for inspection by auditors and reviewers at any time during the project and for at least three years after final project voucher date by Caltrans.

VI. ATTACHMENTS

Attachment 1: Acceptance Sampling and Testing Frequencies

APPROVED BY:



A handwritten signature in black ink, appearing to read "Kalen Willam Dodd".

(Signature)

Date: February 5, 2024

NAME: Kalen Dodd
(Print)

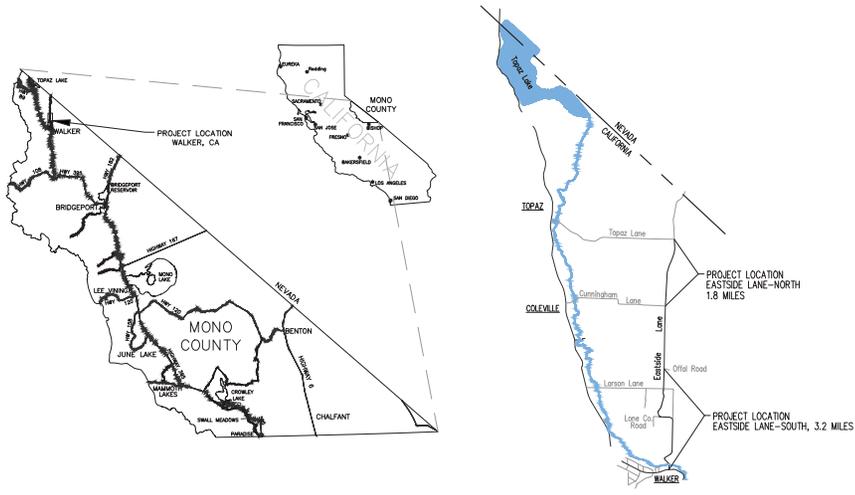
TITLE: County Engineer

EASTSIDE LANE REHABILITATION PROJECT-PHASE 2

FEDERAL PROJECT NO. RPSTPL-594(065)

GENERAL CONSTRUCTION AND SITEWORK SPECIFICATIONS

- GENERAL:**
1. ALL WORK SHALL CONFORM TO THESE PLANS, PROJECT SPECIFICATIONS, MONO COUNTY ORDINANCES AND STANDARDS, AND "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS" (2018 GREEN BOOK) ISSUED BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO). RELEVANT PLAN DETAILS AND SPECIFICATIONS ARE ADOPTED FROM CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS AND STANDARD PLANS (2023 EDITION) IN THE EVENT OF A CONFLICT BETWEEN THE PRECEDING DOCUMENTS, THE CONTRACTOR SHALL INFORM THE RESIDENT ENGINEER IMMEDIATELY. THE MONO COUNTY ENGINEERING DEPARTMENT WILL DECIDE WHICH DOCUMENT APPLIES TO THE PROJECT.
 2. CONTRACTOR SHALL CONDUCT ALL DRAWING OPERATIONS IN CONFORMANCE WITH THE CONSTRUCTION SAFETY ORDERS OF THE STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF INDUSTRIAL SAFETY. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GENERAL OSHA STANDARDS FOR THE PROTECTION OF WORKMEN AND THE GENERAL PUBLIC.
 3. CONTRACTOR SHALL CALL USA ALERT AT (800) 842-2444 AT LEAST 48 HOURS PRIOR TO STARTING WORK. UTILITIES SHOWN ON THESE PLANS ARE LOCATED BASED ON AVAILABLE RECORDS AND FIELD MEASUREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 4. ANY EVIDENCE OF THE HISTORICAL PRESENCE OF MAN FOUND DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE MONO COUNTY PUBLIC WORKS DEPARTMENT AND ALL CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL AUTHORIZED BY THAT DEPARTMENT.
 5. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO COMMENCING ANY SITE ACTIVITIES. MONO COUNTY PUBLIC WORKS DEPARTMENT WILL COORDINATE THIS MEETING WITH THE CONTRACTOR AND OTHER RELEVANT PARTIES.
 6. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 5:00 PM MONDAY THROUGH SATURDAY (NO OPERATIONS ALLOWED ON SUNDAYS). CONTRACTOR SHALL KEEP NOISE LEVELS OF CONSTRUCTION EQUIPMENT TO A MINIMUM USING SOUND MUFFLING DEVICES IN ACCORDANCE WITH PREVAILING REQUIREMENTS. SITE PREPARATION AND CONSTRUCTION SHALL BE CONDUCTED SO AS TO MINIMIZE EXCESSIVE NOISE, DUST, DEBRIS AND DISTURBANCE TO BUSINESSES OR RESIDENTS.
 7. THE LIMITS OF CONSTRUCTION SPECIFIED ON THESE PLANS SHALL BE CAREFULLY AND FULLY FLAGGED PRIOR TO START OF CONSTRUCTION IN A MANNER TO PREVENT DAMAGE TO VEGETATION AND DISTURBANCE TO SOILS OUTSIDE THE CONSTRUCTION AREA. SITE-DISTURBING ACTIVITIES SHALL BE RESTRICTED TO THE DEFINED BOUNDARIES OF THE PROJECT.
 8. RESTRICTIONS ON THE MOVEMENTS OF HEAVY EQUIPMENT SHALL BE ACCOMPLISHED THROUGH THE ESTABLISHMENT OF DESIGNATED TRAILER LOCATIONS, OR OTHER MEASURES SHALL BE INSTALLED AS NECESSARY TO PREVENT DISJUNCTION OF EARTHEN MATERIALS FROM THE SITE DURING PERIODS OF PRECIPITATION OR DROUGHT. SIMILAR MEASURES SHALL BE INSTALLED ON ANY ROAD OR AVENUE ADJACENT TO PUBLIC ROADWAYS, RESIDENCES, OR BUSINESSES, IN THE VICINITY OF BODIES OF WATER, OR WHEN REMAINING ON-SITE FOR AN EXTENDED PERIOD.
 9. CONTRACTOR SHALL BE RESPONSIBLE FOR, AND WILL BEAR THE COST OF, RESETTling ANY SURVEY STAKES OR MONUMENTS DESTROYED BY HIS OPERATIONS.
- GRADING:**
10. AREAS TO BE GRADED SHALL BE CLEARED OF BRUSH, VEGETATION, LARGE BouldERS, AND OTHER DELETERIOUS MATERIALS. WASTE MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR TO A LOCATION APPROVED AND PERMITTED TO RECEIVE SUCH MATERIAL.
 11. TOPSOIL REMOVED DURING CLEARING ACTIVITIES SHALL BE STOCKPILED WITHIN THE APPROVED LIMITS OF CONSTRUCTION FOR RE-APPLICATION TO SLOPES AND DISTURBED AREAS UPON PROJECT COMPLETION. STOCKPILE LOCATION SHALL BE IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
 12. SURPLUS OF WASTE MATERIAL SHALL NOT BE PLACED IN DRAINAGE DYKS.
 13. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO CONTROL DUST IN CONSTRUCTION AREAS AND ON SITE ACCESS ROADS. SUFFICIENT WATER SHALL BE MADE AVAILABLE FOR DUST CONTROL PURPOSES. ALL EXPOSED SOIL SURFACES WILL BE MOISTENED AS NECESSARY TO AVOID WINDBLOWN CONDITIONS AND IMPROVEMENTS FOR LOCAL RESIDENTS, BUSINESSES, AND TRAVELERS OF NEARBY ROADWAYS.
 14. ROADSIDE CUT AND FILL SLOPES SHALL NOT EXCEED A STEEPNESS OF 4:1. OTHER FINAL CUT AND FILL SLOPES SHALL NOT EXCEED A STEEPNESS OF 3:1 UNLESS OTHERWISE NOTED ON THESE PLANS.
 15. FINISHED GRADES IN ALL AREAS SHALL BE ESTABLISHED IN ACCORDANCE WITH THESE PLANS. NO AREAS SHALL BE LEFT SUCH THAT A POONDING CONDITION OCCURS, EXCEPT WHERE NOTED.



EASTSIDE LANE PROJECT LOCATION MAP

INDEX TO SHEETS

C1	TITLE SHEET
C2	ROAD SECTIONS AND CONSTRUCTION DETAILS
C3	CONSTRUCTION DETAILS
SOUTH PROJECT	
C4	PLAN AND PROFILE (STA 1+79.78 - 1+75)
C5	PLAN AND PROFILE (STA 1+75 - 2+1+75)
C6	PLAN AND PROFILE (STA 2+1+75 - 32+00)
C7	PLAN AND PROFILE (STA 32+00 - 43+50)
C8	PLAN AND PROFILE (STA 43+50 - 55+00)
C9	PLAN AND PROFILE (STA 55+00 - 65+50)
C10	PLAN AND PROFILE (STA 65+50 - 78+00)
C11	PLAN AND PROFILE (STA 78+00 - 86+00)
C12	PLAN AND PROFILE (STA 86+00 - 96+00)
C13	PLAN AND PROFILE (STA 96+00 - 104+00)
C14	PLAN AND PROFILE (STA 104+00 - 115+00)
C15	PLAN AND PROFILE (STA 115+00 - 126+50)
C16	PLAN AND PROFILE (STA 126+50 - 138+00)
C17	PLAN AND PROFILE (STA 138+00 - 149+50)
C18	PLAN AND PROFILE (STA 149+50 - 160+50)
C19	PLAN AND PROFILE (STA 160+50 - 170+78.82)
NORTH PROJECT	
C20	PLAN AND PROFILE (STA 122+00 - 132+00)
C21	PLAN AND PROFILE (STA 132+00 - 143+00)
C22	PLAN AND PROFILE (STA 143+00 - 154+00)
C23	PLAN AND PROFILE (STA 154+00 - 165+00)
C24	PLAN AND PROFILE (STA 165+00 - 176+50)
C25	PLAN AND PROFILE (STA 176+50 - 188+00)
C26	PLAN AND PROFILE (STA 188+00 - 199+50)
C27	PLAN AND PROFILE (STA 199+50 - 210+00)
C28	PLAN AND PROFILE (STA 210+00 - 218+31.77)

- EROSION CONTROL:**
16. CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP). STOCKPILED MATERIALS AND EQUIPMENT STORAGE AREAS SHALL BE LOCATED AS SPECIFIED IN THE APPROVED SWPPP. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PREVENT DUST AND PARTICULATE DURING OPERATIONS. UPON COMPLETION OF CONSTRUCTION, PERMANENT EROSION CONTROL FACILITIES SHALL BE PLACED AS SPECIFIED IN THE SWPPP. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON-SITE AT ALL TIMES DURING CONSTRUCTION.
 17. DURING CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES SUCH AS BERMES, SALT FENCES, FIBER ROLLS, EROSION CONTROL MATS, OR OTHER MEASURES SHALL BE INSTALLED AS NECESSARY TO PREVENT DISJUNCTION OF EARTHEN MATERIALS FROM THE SITE DURING PERIODS OF PRECIPITATION OR DROUGHT. SIMILAR MEASURES SHALL BE INSTALLED ON ANY ROAD OR AVENUE ADJACENT TO PUBLIC ROADWAYS, RESIDENCES, OR BUSINESSES, IN THE VICINITY OF BODIES OF WATER, OR WHEN REMAINING ON-SITE FOR AN EXTENDED PERIOD.
 18. CONTRACTOR SHALL TAKE ALL SUCH MEASURES NECESSARY TO RETAIN SOIL AND SEDIMENT ON-SITE AND TO PREVENT TRACKING OF MUD AND DIRT ONTO PUBLIC ROADWAYS.
 19. ALL EXPOSED SOIL SURFACES TO REMAIN SHALL BE STABILIZED AND/OR RE-SEEDING IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP). SEEDING SLOPES SHALL BE PROTECTED BY INSTALLATION OF AN EROSION CONTROL BLANKET, SECURED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
 20. AT AND TIME SMALL THE CONTRACTOR DEWATER THE PROJECT SITE BY PUMPING INTO BODIES OF WATER, STORM DRAINS, OR A SUBURBAN SYSTEM.
- MATERIALS:**
21. CONSTRUCTION TESTING SHALL BE PERFORMED BY THE GEOTECHNICAL ENGINEER AS REQUIRED IN THE PROJECT SPECIFICATIONS AND MONO COUNTY'S QUALITY ASSURANCE PROGRAM. SHOULD ANY CONSTRUCTION TEST FAIL TO MEET THE SPECIFIED MINIMUM DENSITY, THE DEFECTIVE SHALL BE CORRECTED AT THE EXPENSE OF THE CONTRACTOR PRIOR TO ANY ADDITIONAL WORK.
 22. BOTTOM SUBGRADE IN AREAS TO RECEIVE FILL SHALL BE SCARIFIED, MOISTURE-CONDITIONED, AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DRY DENSITY FOR THE UPPER 12 INCHES.
 23. STRUCTURAL FILL MATERIAL SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DRY DENSITY. SUBGRADE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY FOR THE UPPER 12 INCHES. EXISTING SLOPES OF 5:1 OR STEEPER TO RECEIVE FILL SHALL BE KEYED WITH EQUIPMENT-ROTH BENCHES PRIOR TO CONSTRUCTION AND FILL PLACEMENT.
 24. EARTHEN MATERIALS EXPOSED OR EXHAUSTED ON THE PROPERTY MAY BE UTILIZED IN THE FILL PROVIDED THAT EACH MATERIAL HAS BEEN DETERMINED TO BE SUITABLE BY THE GEOTECHNICAL AND RESIDENT ENGINEER. ALL FILL MATERIAL SHALL BE FREE OF ROCK OR OTHER DELETERIOUS AND ORGANIC DEBRIS. THE ROLE OF ROCK GRADATION, EXPANSION POTENTIAL, OR STRENGTH CHARACTERISTICS SHALL BE PLACED IN AREAS DESIGNATED BY THE ENGINEER OR SHALL BE MIXED WITH OTHER SOILS TO SERVE AS SATISFACTORY FILL MATERIAL AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
 25. AGGREGATE BASE SHALL BE CLASS 2, 0.75" MAXIMUM GRADING, AND CONFORM TO THE PROVISIONS OF SECTION 26 OF THE PROJECT SPECIFICATIONS AND MONO COUNTY'S QUALITY ASSURANCE PROGRAM. SHOULD ANY CONSTRUCTION TEST FAIL TO MEET THE SPECIFIED MINIMUM DENSITY, THE DEFECTIVE SHALL BE CORRECTED AT THE EXPENSE OF THE CONTRACTOR PRIOR TO ANY ADDITIONAL WORK.
 26. ASPHALT SHALL CONFORM TO PROVISIONS OF SECTION 36 OF THE PROJECT SPECIFICATIONS. ASPHALT SHALL CONTAIN 10% TO 20% FILLER FOR EACH INCH OF GRADE. THE FILLER SHALL BE ADDED TO THE CONCRETE MIX DESIGN AND APPROVED BY MONO COUNTY PRIOR TO THE START OF PAVING. PAVEMENT LIFTS SHALL BE COMPACTED AS SPECIFIED IN SECTION 39 OF THE PROJECT SPECIFICATIONS.
 27. CORRUGATED METAL SHEET FABRICATION AND INSTALLATION SHALL CONFORM TO THE PROVISIONS OF SECTION 61 AND 66 OF THE PROJECT SPECIFICATIONS.
 28. FLAGGED END SECTIONS SHALL CONFORM TO THE PROVISIONS OF SECTION 75 "MISCELLANEOUS METAL" AND SECTION 70 "MISCELLANEOUS FACILITIES" OF THE PROJECT SPECIFICATIONS.
 29. CONCRETE SHALL CONFORM TO PROVISIONS OF SECTION 30 "CONCRETE" OF THE PROJECT SPECIFICATIONS. CONCRETE SHALL BE PORTLAND CEMENT, TYPE I OR II, WITH A COMPRESSIVE STRENGTH OF 5000 PSI. CONCRETE SHALL CONTAIN 10% TO 20% FILLER FOR EACH INCH OF GRADE. THE FILLER SHALL BE ADDED TO THE CONCRETE MIX DESIGN AND APPROVED BY MONO COUNTY PRIOR TO THE START OF PAVING. PAVEMENT LIFTS SHALL BE COMPACTED AS SPECIFIED IN SECTION 39 OF THE PROJECT SPECIFICATIONS.
 30. PER FEDERAL REGULATIONS, BUY AMERICA PROVISIONS SHALL APPLY TO ALL RELEVANT MANUFACTURED PRODUCTS, STEEL, AND IRON MATERIALS USED FOR THIS PROJECT. CONTRACTOR SHALL MEET ALL BUY AMERICA REQUIREMENTS FOR ALL MATERIALS. COMPLIANCE WITH BUY AMERICA REQUIREMENTS SHALL BE PROVIDED TO THE RESIDENT ENGINEER PRIOR TO CONSTRUCTION / INSTALLATION.

ABBREVIATIONS

AB	AGGREGATE BASE	HMA	HOT MIX ASPHALT
AC	ASPHALT CONCRETE	HP	HIGH POINT
BTM	BOTTOM	INVT	INVERT
BVC	BEGIN VERTICAL CURVE ELEVATION	K	RATE OF VERTICAL CURVATURE
BVCS	BEGIN VERTICAL CURVE STATION	LF	LINEAR FEET
BW	BOTTOM OF WALL	LWC	LENGTH OF VERTICAL CURVE
CL	CENTERLINE	MAX	MAXIMUM
CSP	CORRUGATED STEEL PIPE	MIN	MINIMUM
CYC	CUBIC YARDS	NEL	NORTHSOUND LANE
CT	CALTRANS	P/W	POINT OF VERTICAL INTERSECTION
EG	EXISTING GRADE	R/W	RIGHT-OF-WAY
ELEV	ELEVATION	SS	SOUTHSOUND LANE
EP	EDGE OF PAVEMENT	SQ	SQUARE YARDS
EPS	EDGE OF PAVEMENT SURFACE	STA	STATION
EVC	END VERTICAL CURVE ELEVATION	STD	STANDARD
EVCs	END VERTICAL CURVE STATION	STD	STANDARD
ETW	EDGE OF TRAVELED WAY	SOP	STORM DRAIN PIPE
EX, EXIST	EXISTING	TF	TOP OF FOOTING
FG	FINISH GRADE	TP	TOP OF PIPE
FL	FLOW LINE	TW	TOP OF WALL
FS	FINISH SURFACE	TYP	TYPICAL
GB	GRADE BREAK	VC	VERTICAL CURVE

LEGEND

---	ROAD RIGHT-OF-WAY
---	ROAD CENTERLINE
---	EXISTING GRADE
---	EXISTING CONTOUR & ELEV.
---	EXISTING SLOPE
---	PROPOSED SLOPE
---	EXISTING CULVERT
---	PROPOSED ASPHALT CONCRETE PAVING AREA

TEMPORARY BENCHMARK PER STATE PLANE COORDINATES
 WAD 83 2 ZONE 3 1 US FOOT WAD 88
 SET REBAR NE CORNER EASTSIDE LN/RD, 50' NORTHEAST FROM MAILBOXES
 NORTHING: 2382855.19
 EASTING: 6860212.09
 ELEVATION: 5484.70

SIGN TABLE (NORTH PROJECT)

Bicycle Warning Sign (New, Double W11-1, W16-1)	2	EA
Side Road Ahead Sign 30' x 30' (New W2-2L, W2-2R)	2	EA

SIGN TABLE (SOUTH PROJECT)

Steel Post Stop Ahead Sign (reuse existing sign panel)	1	EA
Steel Post Bike Lane Sign (18' x 24' (8B1))	4	EA
Steel Post Bike Route Sign (new)	2	EA
Steel Post Deer Sign (new)	1	EA
Steel Post Stop Sign (new R-I) with new Road Name panels above (Eastside Lane and Eastside Road)	1	EA
Steel Post Stop Sign with Road Names Above (new STOP, R-I, reuse existing road name signs - Lone Company Road and Eastside Lane)	1	EA
Steel Post Stop Sign with Street Names Above (reuse existing STOP sign and road name signs - Lone Company Road and Eastside Lane)	1	EA
Steel Post Stop Sign with Road Names Above (reuse existing STOP sign and road name signs - Camp Antelope Road and Eastside Lane)	1	EA
Steel Post "No Fishing from Bridge" Sign (reuse existing sign panel)	1	EA
Dispose of Wooden Sign Post	9	EA

REFERENCED CALTRANS STANDARD PLANS (2023):

1. A20A: PAVEMENT MARKERS AND TRAFFIC LINES - TYPICAL DETAILS
2. A20B: PAVEMENT MARKERS AND TRAFFIC LINES - TYPICAL DETAILS
3. A20C: PAVEMENT MARKERS AND TRAFFIC LINES - TYPICAL DETAILS
4. A20D: PAVEMENT MARKINGS - WORDS
5. A24C: PAVEMENT MARKINGS, YIELD LINES, LIMIT LINES, AND WRONG WAY DETAILS
6. D94A: METAL AND PLASTIC FLARED END SECTIONS

ENVIRONMENTAL COMMITMENTS:

- BIOLOGICAL RESOURCES:**
1. NOTIFICATION WILL BE PROVIDED TO THE DESIGNATED CALTRANS BIOLOGIST APPROXIMATELY 30 DAYS PRIOR TO START OF CONSTRUCTION.
 2. ALL PROJECT-RELATED CULVERT WORK AND ACTIVITIES SHALL BE OCCUR UNDER DRY CONDITIONS.
 3. PRE-CONSTRUCTION NESTING BIRD SURVEYS WILL BE CONDUCTED BY A QUALIFIED BIOLOGIST BETWEEN FEBRUARY 15 AND SEPTEMBER 30, WITHIN 48 HOURS OF CONSTRUCTION START.
 - 3.1. THE QUALIFIED BIOLOGIST WILL SURVEY 250 FEET FROM THE PROJECT IMPACT AREA FOR SONGBIRDS AND 500 FEET FROM THE PROJECT IMPACT AREA FOR NESTING RAPTORS.
 - 3.2. IF NESTING BIRDS ARE FOUND WITHIN 250 FEET (SONGBIRDS), 500 FEET (RAPTORS) OF THE PROJECT IMPACT AREA, NOTIFY THE CALTRANS BIOLOGIST. A NO WORK BUFFER MAY BE IMPLEMENTED IF THE BIOLOGISTS DETERMINE THAT PROJECT ACTIVITIES ARE IMPACTING NESTING BIRDS.

ASPHALT CONCRETE CORING DATA

LOCATION	LANE	THICKNESS (IN)
EASTSIDE LANE - 0.6 MILES NORTH OF CUNNINGHAM LANE	SBL	4.08
EASTSIDE LANE - 0.4 MILES NORTH OFF-Road	NBL	4.93
EASTSIDE LANE - 0.6 MILES SOUTH OFF-Road	SBL	4.74

APPROVED BY: MONO COUNTY DEPARTMENT OF PUBLIC WORKS

 01/18/2024
 PAUL E. ROTEN DATE
 P.E. C56891



CONTRACTOR (C) SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE PUBLIC WORKS DEPARTMENT OF THE COUNTY OF MONO, CALIFORNIA, PRIOR TO CONSTRUCTION.

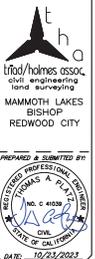
REVISIONS	BY

PREPARED FOR:
 MONO COUNTY DEPARTMENT OF PUBLIC WORKS
 214 NORTH SECOND STREET
 MAMMOTH LAKES, CALIFORNIA 95301

EASTSIDE LANE REHABILITATION PROJECT-PHASE 2
 FEDERAL PROJECT NO. RPSTPL-594(065)
 TITLE SHEET
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 SHEET: C1
 1 of 28

Z:\17 Mammoth\4457 Mono County Eastside Lane Civil Plans 8/1/24 - 7/3/24.mxd



DATE: 10/23/2023
 Prepared & Submitted By: Thomas A. Plater, P.E.
 Checked By: [Blank]
 Drawn By: [Blank]

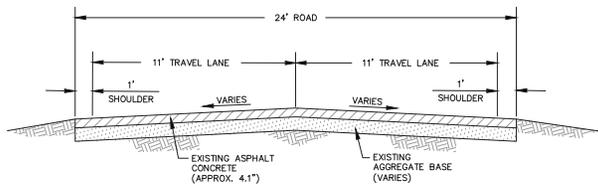
REVISIONS:

NO.	DATE	DESCRIPTION

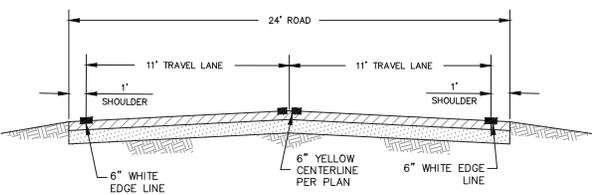
PREPARED FOR:
 MONO COUNTY DEPARTMENT OF PUBLIC WORKS AND
 HIGHWAY SERVICES
 24 NORTH SECOND STREET
 REDWOOD CITY, CALIFORNIA 94061

EASTSIDE LANE REHABILITATION PROJECT—PHASE 2
 FEDERAL PROJECT NO. RSP17-5947(065)
ROAD SECTIONS AND CONSTRUCTION DETAILS
 MONO COUNTY, STATE OF CALIFORNIA

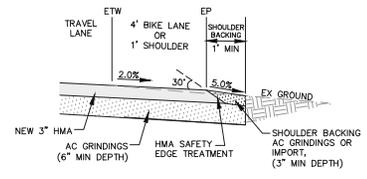
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 SHEET: 2 of 28



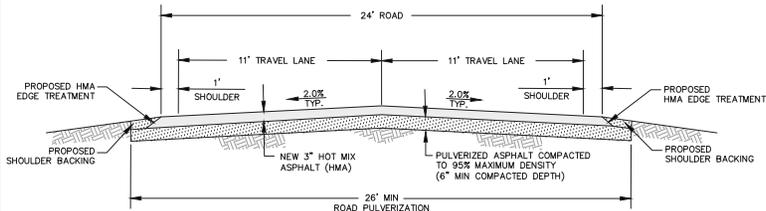
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 NOT TO SCALE
 CUNNINGHAM LANE TO TOPAZ LANE
 LARSON LANE TO OFFAL ROAD



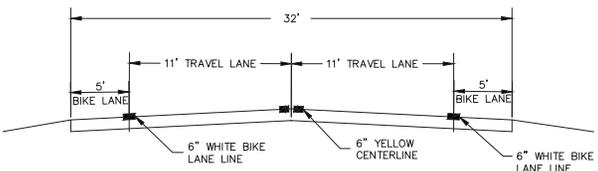
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 CUNNINGHAM LANE TO TOPAZ LANE
 LARSON LANE TO OFFAL ROAD



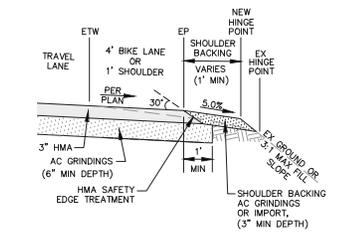
HMA EDGE TREATMENT & SHOULDER BACKING DETAILS
 NOT TO SCALE



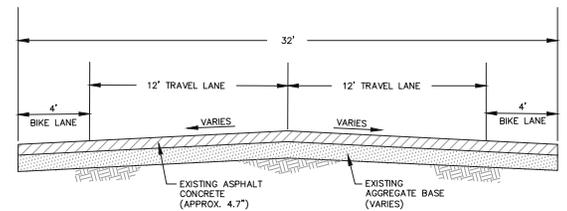
PROPOSED EASTSIDE LANE ROAD SECTION
 NOT TO SCALE
 CUNNINGHAM LANE TO TOPAZ LANE
 LARSON LANE TO OFFAL ROAD



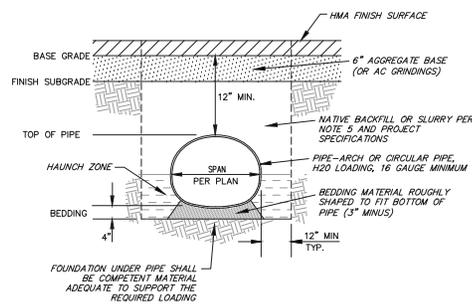
ROAD STRIPING DETAIL
 NOT TO SCALE
 HIGHWAY 395 TO LARSON LANE



HMA EDGE TREATMENT & SHOULDER BACKING DETAILS
 NOT TO SCALE

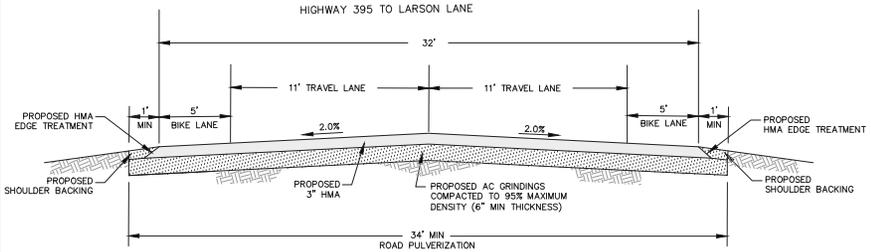


EXISTING EASTSIDE LANE ROAD SECTION
 NOT TO SCALE
 HIGHWAY 395 TO LARSON LANE

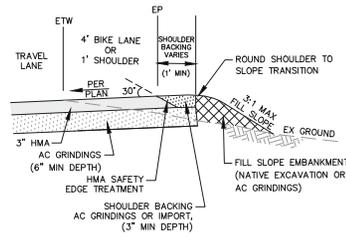


- NOTES:**
1. MINIMUM TRENCH WIDTH MUST ALLOW FOR PROPER COMPACTION OF HAUNCH MATERIALS UNDER THE PIPE ARCH.
 2. HAUNCH ZONE MATERIAL SHALL BE HAND SHOVELED OR SHOVEL SLICED INTO PLACE TO ALLOW FOR PROPER COMPACTION.
 3. TRENCH BACKFILL SHALL BE EXCAVATED NATIVE MATERIAL OR MATERIAL APPROVED BY THE RESIDENT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

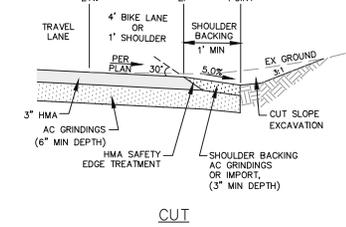
PIPE TRENCH DETAIL
 NOT TO SCALE



PROPOSED EASTSIDE LANE ROAD SECTION
 NOT TO SCALE
 HIGHWAY 395 TO LARSON LANE

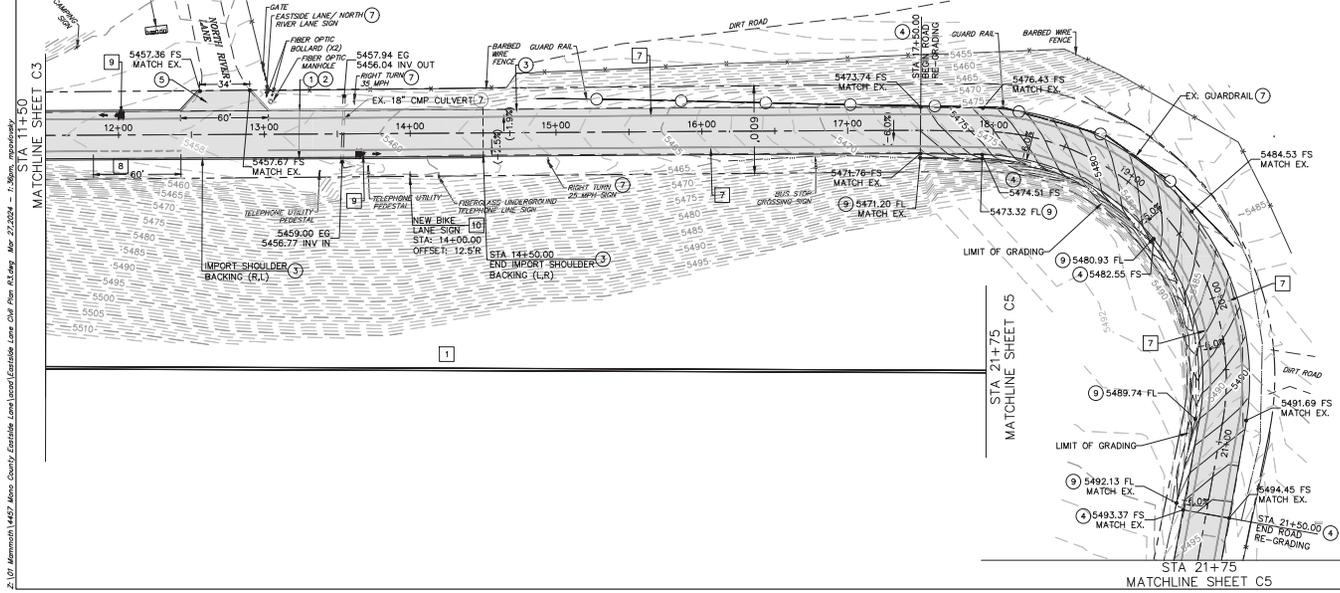
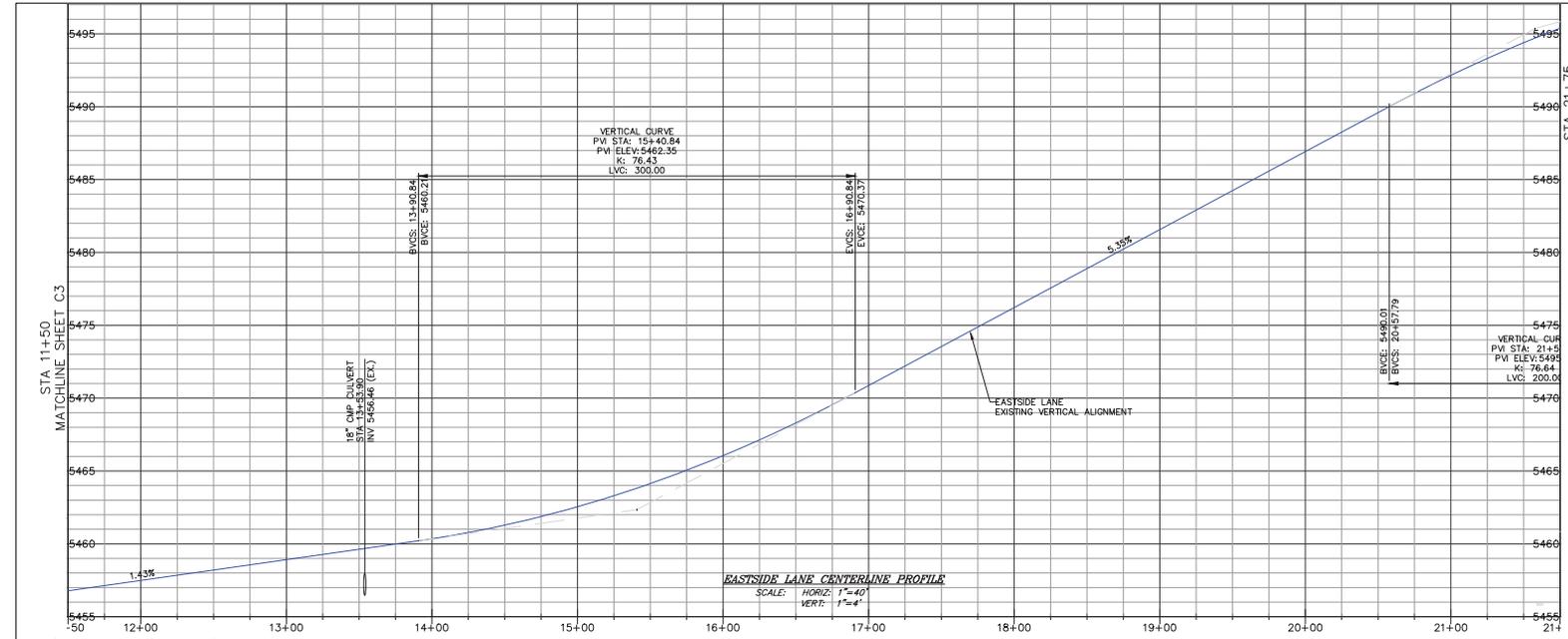


HMA EDGE TREATMENT & SHOULDER BACKING DETAILS
 NOT TO SCALE

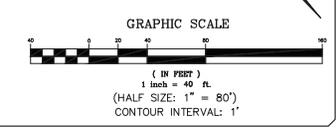


HMA EDGE TREATMENT & SHOULDER BACKING DETAILS
 NOT TO SCALE

Z:\07 Mammoth\4457 Mono County Eastside Lane\Eastside Lane Civil Plans\All.dwg - 10/23/2023 - 1:36pm - mcsweeney



- CONSTRUCTION NOTES**
- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
 - PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39 AND ROAD SECTION ON SHEET C2.
 - PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER ROAD SECTION ON SHEET C2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100' OF EXISTING CULVERT OR WATERCOURSE.
 - FINISH GRADE ROAD CROWN TO 1.0% MIN-2.5% MAX UNLESS OTHERWISE DIRECTED BY THE COUNTY ENGINEER. SPECIFIC LOCATIONS ARE NOT SHOWN ON PLAN. SUPERELEVATION SHALL MATCH EXISTING EXCEPT WHERE EXISTING CROSSFALL EXCEEDS 8.0% WHERE EXISTING SUPERELEVATION EXCEEDS 8.0% RE-GRADE PER PLAN.
 - RE-CONSTRUCT EXISTING ROAD APRON.
 - PROTECT IN PLACE.
 - RE-GRADE EXISTING 6" DEEP FLOWLINE PER ELEVATIONS ON PLAN.
- STRIPING AND SIGNAGE LEGEND**
- PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
 - PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.
 - PAINT 6" WHITE DASH BIKE LANE INTERSECTION LINE PER CALTRANS STANDARD PLAN A20D, DETAIL 39A.
 - PAINT BIKE SYMBOL WITH ARROW PER CALTRANS STANDARD DETAIL A24A AND A24C.
 - INSTALL STEEL POST SIGN PER DETAIL ON SHEET C4. SIGN PANEL AS SHOWN ON PLAN.



PREPARED & SUBMITTED BY

 DATE: 10/23/2023

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REVISIONS:	BY:

PREPARED FOR:
 MONO COUNTY DEPARTMENT OF PUBLIC WORKS AND STREETS
 24 NORTH SECOND STREET
 MAMMOTH, CALIFORNIA 93257

EASTSIDE LANE REHABILITATION PROJECT-PHASE 2
 FEDERAL PROJECT NO. RSP2PL-5947(065)
ROAD PLAN AND PROFILE (STA 11+50-21+75)
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO: 01.4457
 DWG: C5
 SHEET: 5 OF 28

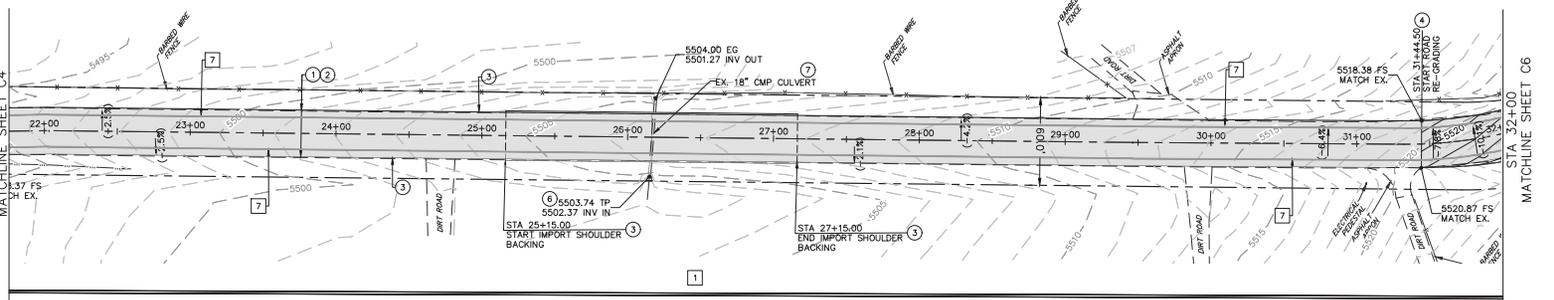
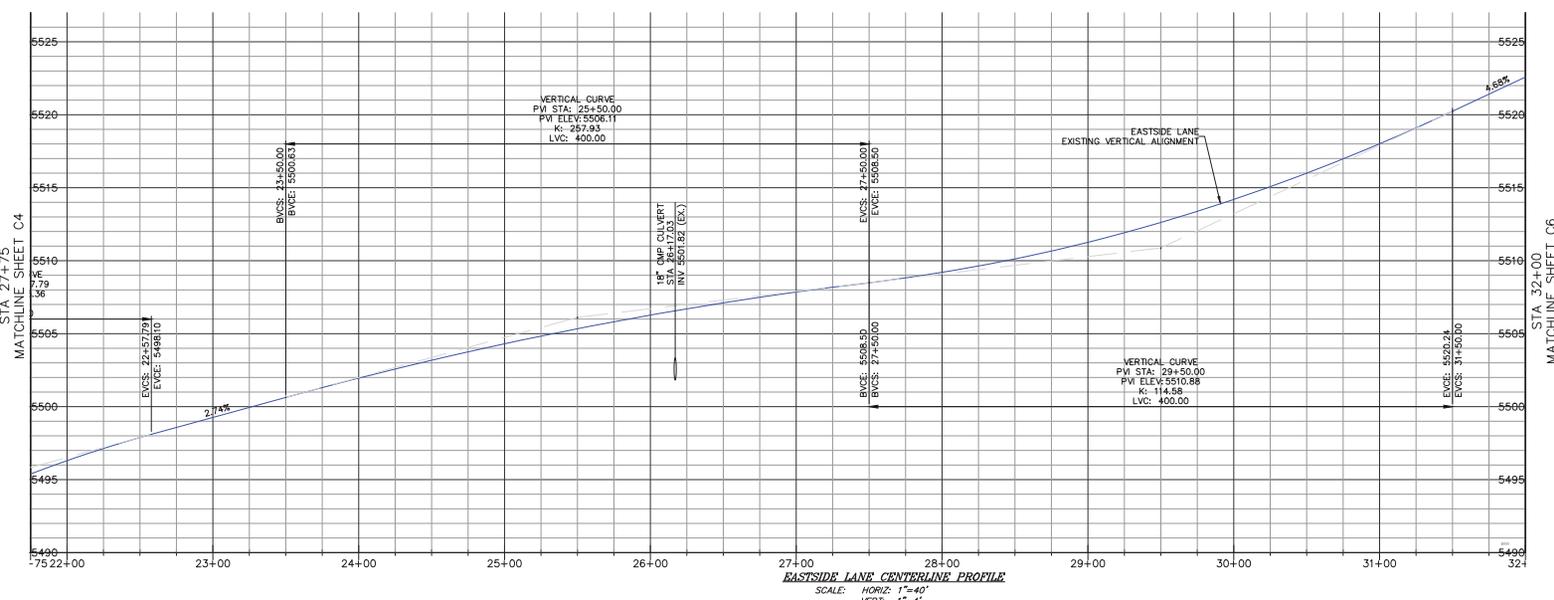
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REVISIONS:	BY:

PREPARED FOR:
 MONO COUNTY DEPARTMENT OF
 PUBLIC WORKS
 24 NORTH SECOND STREET
 MAMMOTH, CALIFORNIA 93277

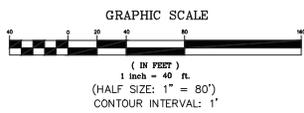
EASTSIDE LANE REHABILITATION PROJECT—PHASE 2
 FEDERAL PROJECT NO. RSP1PL-5947(065)
 ROAD PLAN AND PROFILE (STA 21+75—32+00)
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO: 01.4457
 SHEET: C6
 OF: 28



- CONSTRUCTION NOTES**
- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 98% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
 - PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39 AND ROAD SECTION ON SHEET C2.
 - PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER ROAD SECTION ON SHEET C2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100' OF EXISTING CULVERT OR WATERCOURSE.
 - FINISH GRADE ROAD GROWN TO 1.0% MIN-2.5% MAX UNLESS OTHERWISE DIRECTED BY THE COUNTY ENGINEER. SPECIFIC LOCATIONS ARE NOT SHOWN ON PLAN. SUPERELEVATION SHALL MATCH EXISTING EXCEPT WHERE EXISTING CROSSFALL EXCEEDS 8.0%. WHERE EXISTING SUPERELEVATION EXCEEDS 8.0%, RE-GRADE PER PLAN.
 - INSTALL FLARED END SECTION.
 - PROTECT IN PLACE.

- STRIPING AND SIGNAGE LEGEND**
- PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
 - PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.



Z:\07 Mammoth\4457 Mono County Eastside Lane\Eastside Lane_Civil Plan_RL.dwg, Mon 10/23/2023 11:38am, mmonroby

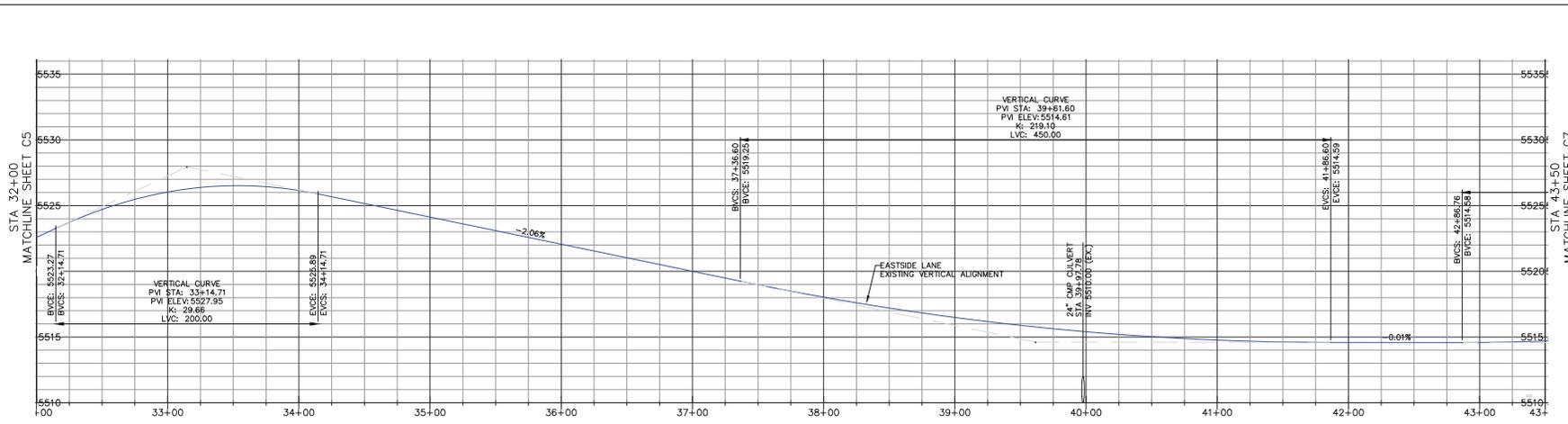
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NO.	DATE	DESCRIPTION

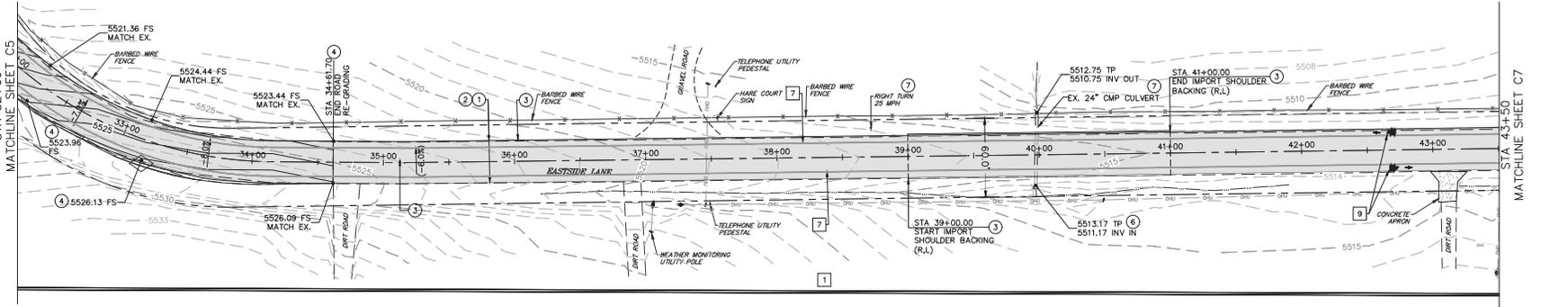
PREPARED FOR:
 MONO COUNTY DEPARTMENT OF
 PUBLIC WORKS AND
 HIGHWAYS
 24 NORTH SUNDY STREET
 REDWOOD CITY, CALIFORNIA 94061

EASTSIDE LANE REHABILITATION PROJECT—PHASE 2
FEDERAL PROJECT NO. RPSTP-5947(065)
ROAD PLAN AND PROFILE (STA 32+00—43+50)
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 SHEET: 7 of 28

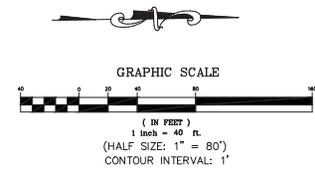


EASTSIDE LANE CENTERLINE PROFILE
 SCALE: HORIZ: 1"=40'
 VERT: 1"=4'



- CONSTRUCTION NOTES**
- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
 - PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39 AND ROAD SECTION ON SHEET C2.
 - PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER ROAD SECTION ON SHEET C2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100' OF EXISTING CULVERT OR WATERCOURSE.
 - FINISH GRADE ROAD CROWN TO 1.0% MIN-2.5% MAX UNLESS OTHERWISE DIRECTED BY THE COUNTY ENGINEER. SPECIFIC LOCATIONS ARE NOT SHOWN ON PLAN. SUPERELEVATION SHALL MATCH EXISTING EXCEPT WHERE EXISTING CROSSFALL EXCEEDS 8.0% WHERE EXISTING SUPERELEVATION EXCEEDS 8.0% RE-GRADE PER PLAN.
 - INSTALL FLARED END SECTION.
 - PROTECT IN PLACE.

- STRIPING AND SIGNAGE LEGEND**
- PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
 - PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.
 - PAINT BIKE SYMBOL WITH ARROW PER CALTRANS STANDARD DETAIL A24A AND A24C.



2:107 Mammoth Lakes County Eastside Lane Civil Plan, 10/23/2023 - 1:30pm, masonsky

REVISIONS:	BY:

PREPARED FOR:

 MONO COUNTY DEPARTMENT OF

 PUBLIC WORKS AND

 HIGHWAYS

 24 NORTH SECOND STREET

 MAMMOTH, CALIFORNIA 93527

EASTSIDE LANE REHABILITATION PROJECT—PHASE 2

 FEDERAL PROJECT NO. RPSTPL-5947(065)

 ROAD PLAN AND PROFILE (STA 43+50—55+00)

 MONO COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023

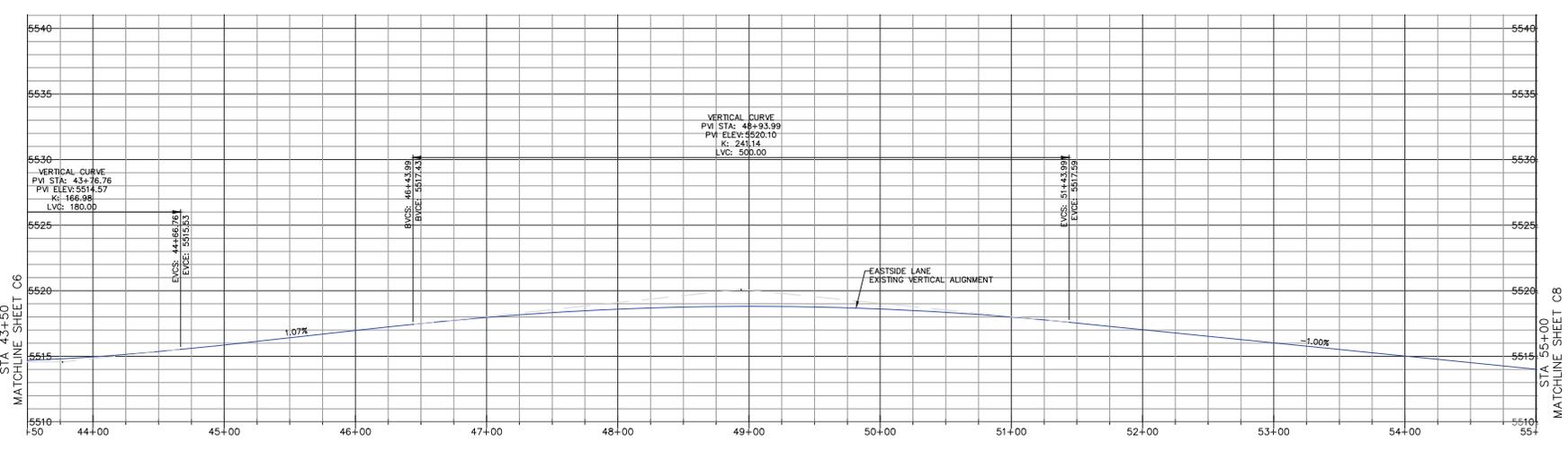
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 JOB NO.: 01.4457

 SHEET: C8

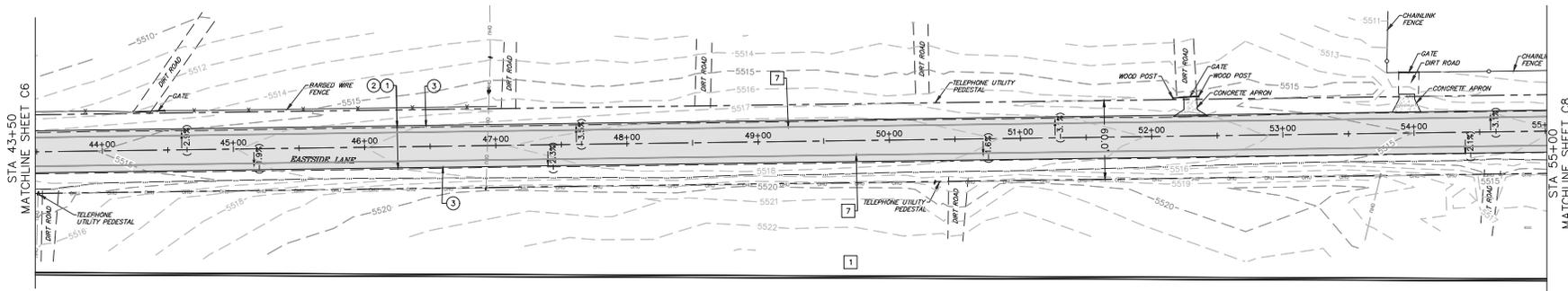
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EASTSIDE LANE CENTERLINE PROFILE

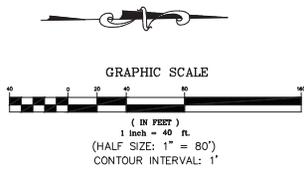
 SCALE: HORIZ: 1"=40'

 VERT: 1"=4'



- CONSTRUCTION NOTES**
- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
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 - FINISH GRADE ROAD CROWN TO 1.0% MIN-2.5% MAX UNLESS OTHERWISE DIRECTED BY THE COUNTY ENGINEER. SPECIFIC LOCATIONS ARE NOT SHOWN ON PLAN. SUPERELEVATION SHALL MATCH EXISTING EXCEPT WHERE EXISTING CROSSFALL EXCEEDS 8.0% WHERE EXISTING SUPERELEVATION EXCEEDS 8.0%, RE-GRADE PER PLAN.

- STRIPING LEGEND**
- PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
 - PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.



Z:\07 Mammoth\4457 Mono County Eastside Lane\Eastside Lane Civil Plan.dwg, Mar 22, 2024 - 1:38pm, mcsweeney

REVISIONS:

NO.	DATE	DESCRIPTION

PREPARED FOR:

 MONO COUNTY DEPARTMENT OF

 PUBLIC WORKS

 24 NORTH SECOND STREET

 MAMMOTH, CALIFORNIA 93271

EASTSIDE LANE REHABILITATION PROJECT—PHASE 2

 FEDERAL PROJECT NO. RP27R-5947(065)

 ROAD PLAN AND PROFILE (STA 66+50—78+00)

 MONO COUNTY, STATE OF CALIFORNIA

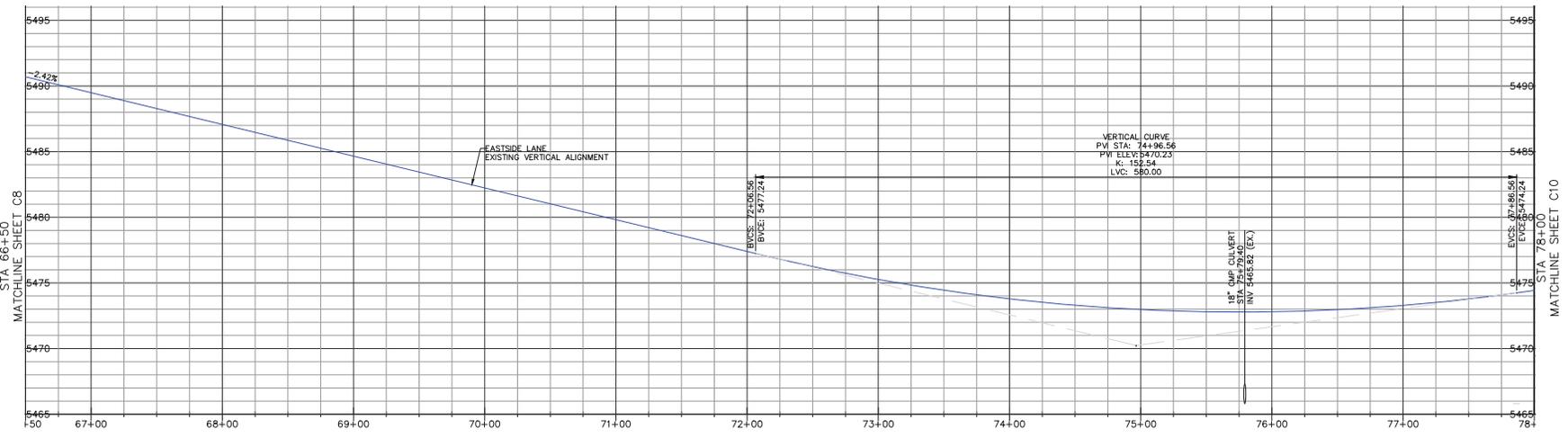
DATE: 10/23/2023

 SCALE: AS NOTED

 DRAWN: MYP

 JOB NO.: 01.4457

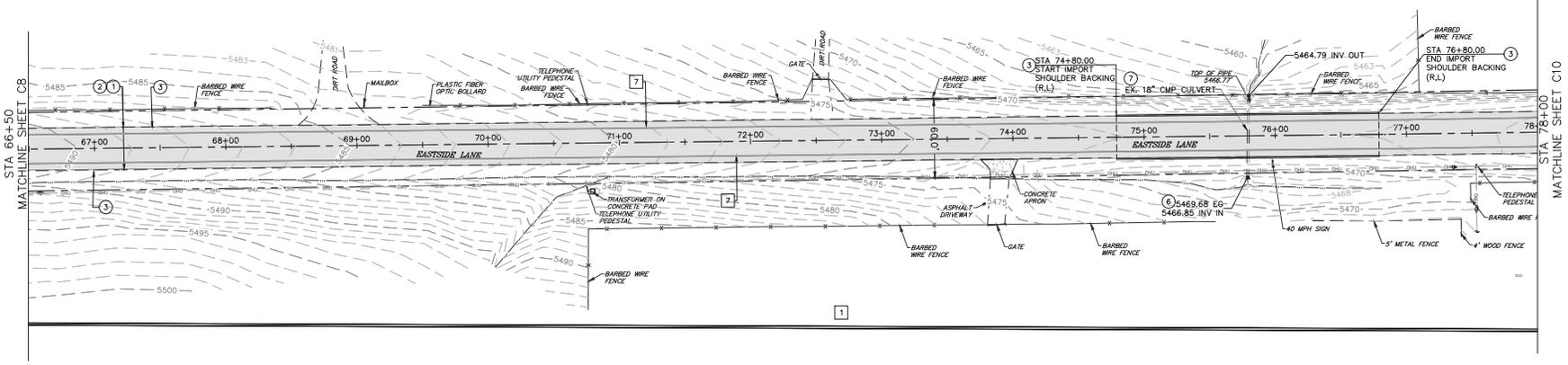
 SHEET: 10 of 28



EASTSIDE LANE CENTERLINE PROFILE

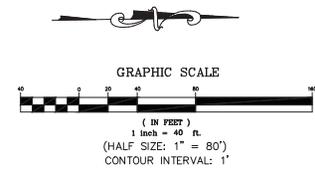
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 VERT: 1"=4'



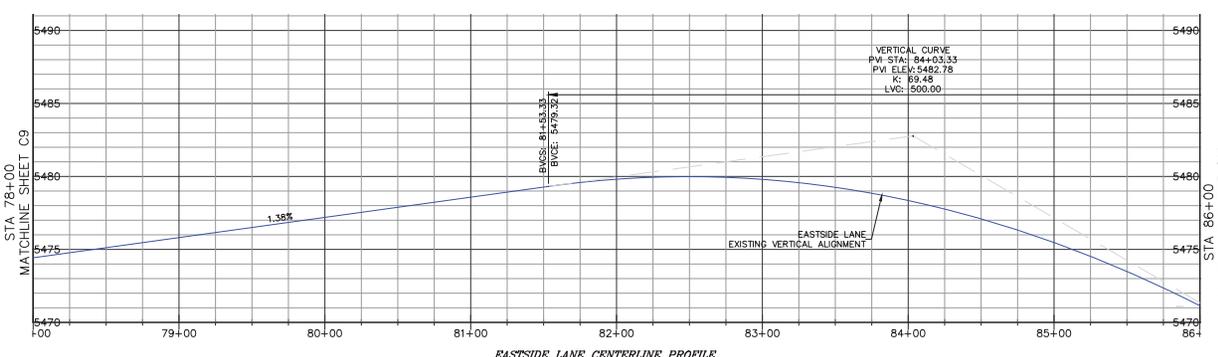
- CONSTRUCTION NOTES**
- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 92% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
 - PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39 AND ROAD SECTION ON SHEET C2.
 - PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER ROAD SECTION ON SHEET C2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100' OF EXISTING CULVERT OR WATERCOURSE.
 - FINISH GRADE ROAD CROWN TO 1.0% MIN-2.5% MAX UNLESS OTHERWISE DIRECTED BY THE COUNTY ENGINEER. SPECIFIC LOCATIONS ARE NOT SHOWN ON PLAN. SUPERELEVATION SHALL MATCH EXISTING EXCEPT WHERE EXISTING CROSSFALL EXCEEDS 8.0% WHERE EXISTING SUPERELEVATION EXCEEDS 8.0%, RE-GRADE PER PLAN.
 - INSTALL FLARED END SECTION.
 - PROTECT IN PLACE.

- STRIPING AND SIGNAGE LEGEND**
- PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
 - PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.

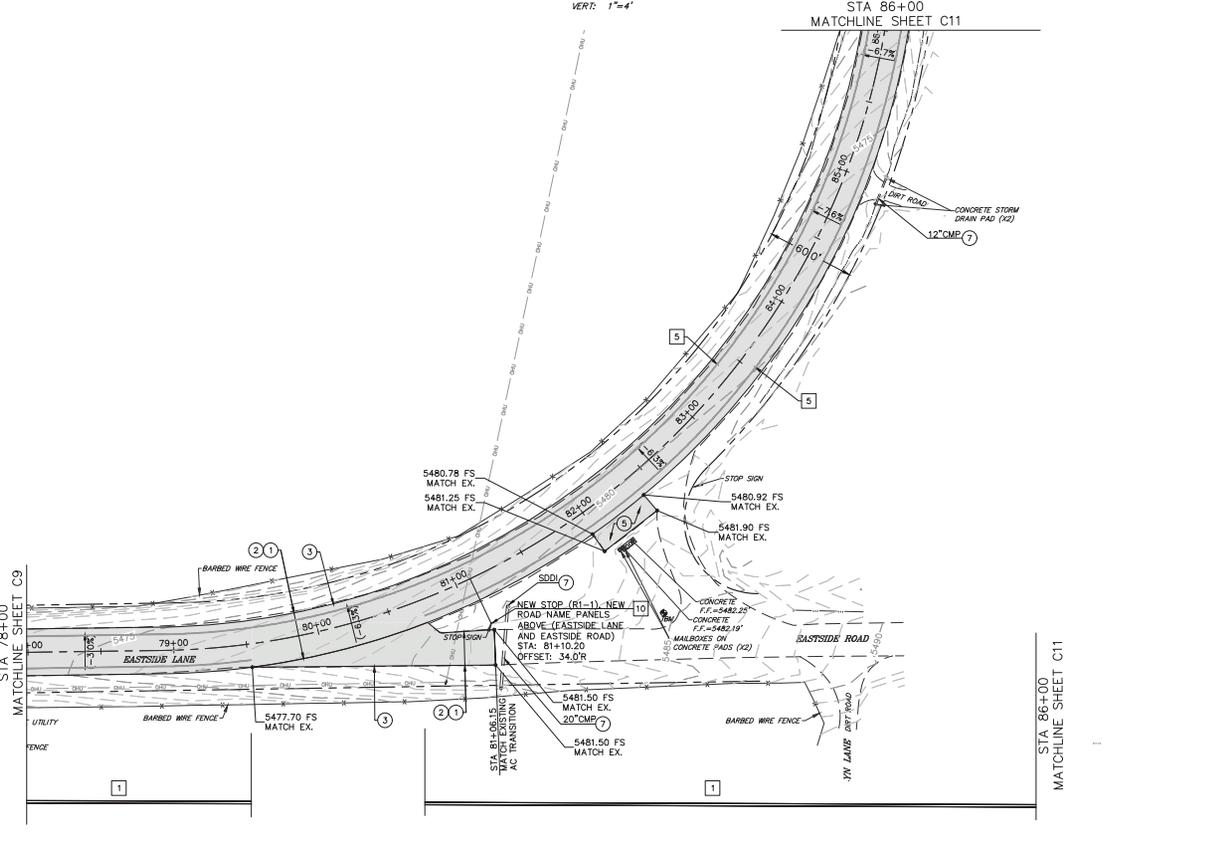


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Z:\07 Mammoth\1487 Mono County Eastside Lane\Eastside Lane Civil Plan.dwg, Mon, 2/23/2024, 1:27pm, masonrsky



EASTSIDE LANE CENTERLINE PROFILE
SCALE: HORIZ: 1"=40'
VERT: 1"=4'

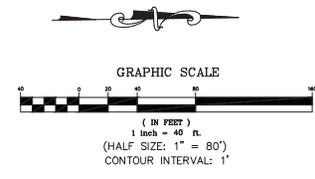


CONSTRUCTION NOTES

- ① GRIND/PULVERIZE EXISTING ROADBED (DEPTH=8") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
- ② PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39 AND ROAD SECTION ON SHEET C2.
- ③ PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER ROAD SECTION ON SHEET C2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100' OF EXISTING CULVERT OR WATERCOURSE.
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- ⑤ RE-CONSTRUCT EXISTING ROAD APRON.
- ⑦ PROTECT IN PLACE.

STRIPING AND SIGNAGE LEGEND

- ① PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
- ⑦ PAINT 6" WHITE BIKE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.
- ⑩ INSTALL STEEL POST SIGN PER DETAIL ON SHEET C4. SIGN PANEL AS SHOWN ON PLAN.



PREPARED & SUBMITTED BY
TROTTER/HOLMES ASSOCIATES
CIVIL ENGINEERING & LAND SURVEYING
No. C 40209
A.C.E.C.
CIVIL ENGINEER
STATE OF CALIFORNIA
DATE: 10/23/2023

REVISIONS:

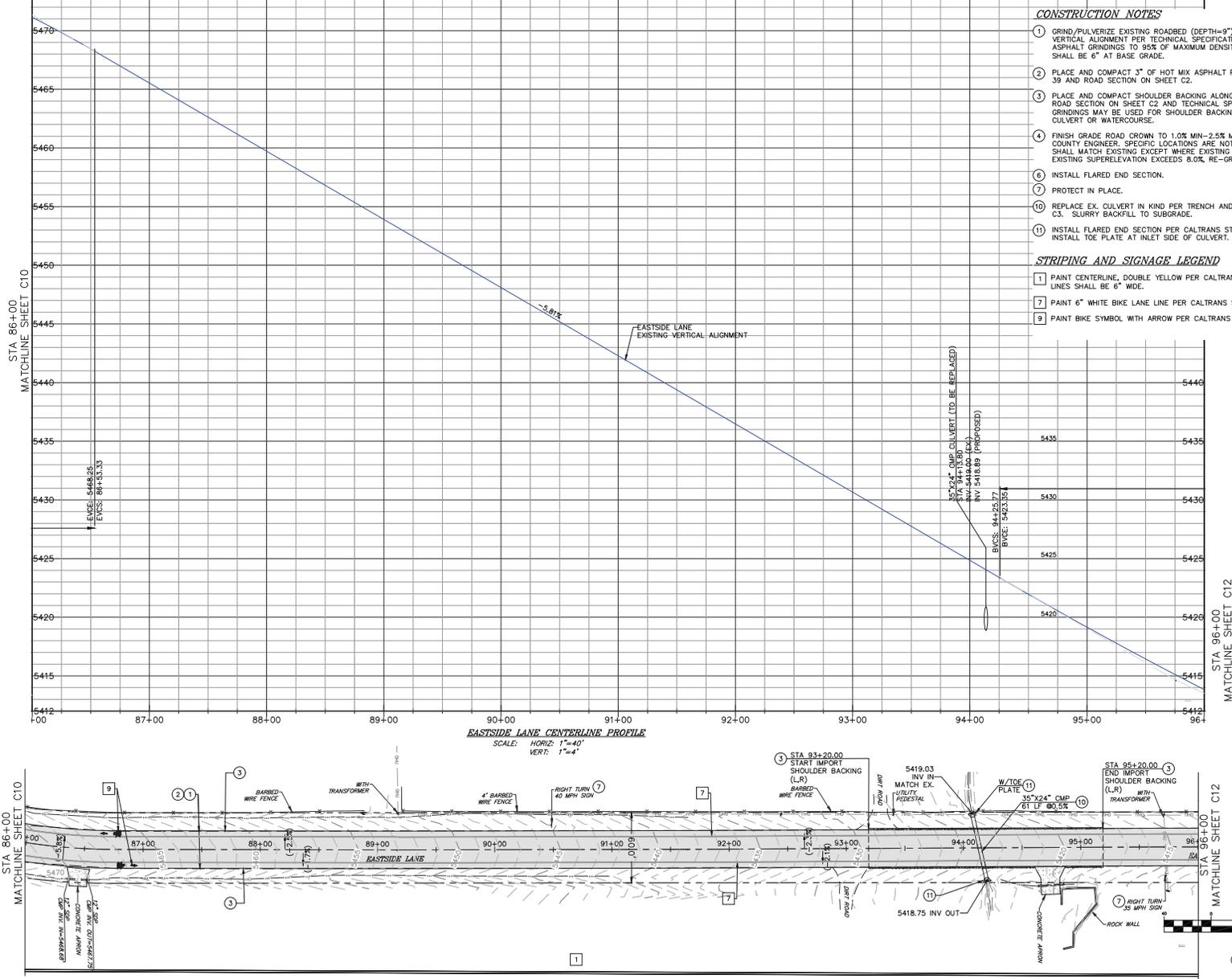
NO.	DATE	BY

PREPARED FOR:
MONO COUNTY DEPARTMENT OF PUBLIC WORKS AND
COMMUNITY DEVELOPMENT
24 NORTH SECOND STREET
MAMMOTH, CALIFORNIA 93537

EASTSIDE LANE REHABILITATION PROJECT—PHASE 2
FEDERAL PROJECT NO. RPSTPL-5947(065)
ROAD PLAN AND PROFILE (STA 79+00-86+00)
MONO COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023
SCALE: AS NOTED
DRAWN: MYP
JOB NO: 01.4457
DWG: C11
SHEET 11 OF 28

2:107 Mammoth 1467 Mono County Eastside Lane (Eastside Lane) Civil Plan 8/1/24 - 1:30pm, mason@taho.com



CONSTRUCTION NOTES

- ① GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
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- ⑥ INSTALL FLARED END SECTION.
- ⑦ PROTECT IN PLACE.
- ⑩ REPLACE EX. CULVERT IN KIND PER TRENCH AND ARCH PIPE CULVERT DETAILS ON SHEET C3. SLURRY BACKFILL TO SUBGRADE.
- ⑪ INSTALL FLARED END SECTION PER CALTRANS STANDARD PLAN D94A, TYPE II OR III. INSTALL TOE PLATE AT INLET SIDE OF CULVERT.

STRIPING AND SIGNAGE LEGEND

- ① PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
- ⑦ PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.
- ⑨ PAINT BIKE SYMBOL WITH ARROW PER CALTRANS STANDARD DETAIL A24A AND A24C.



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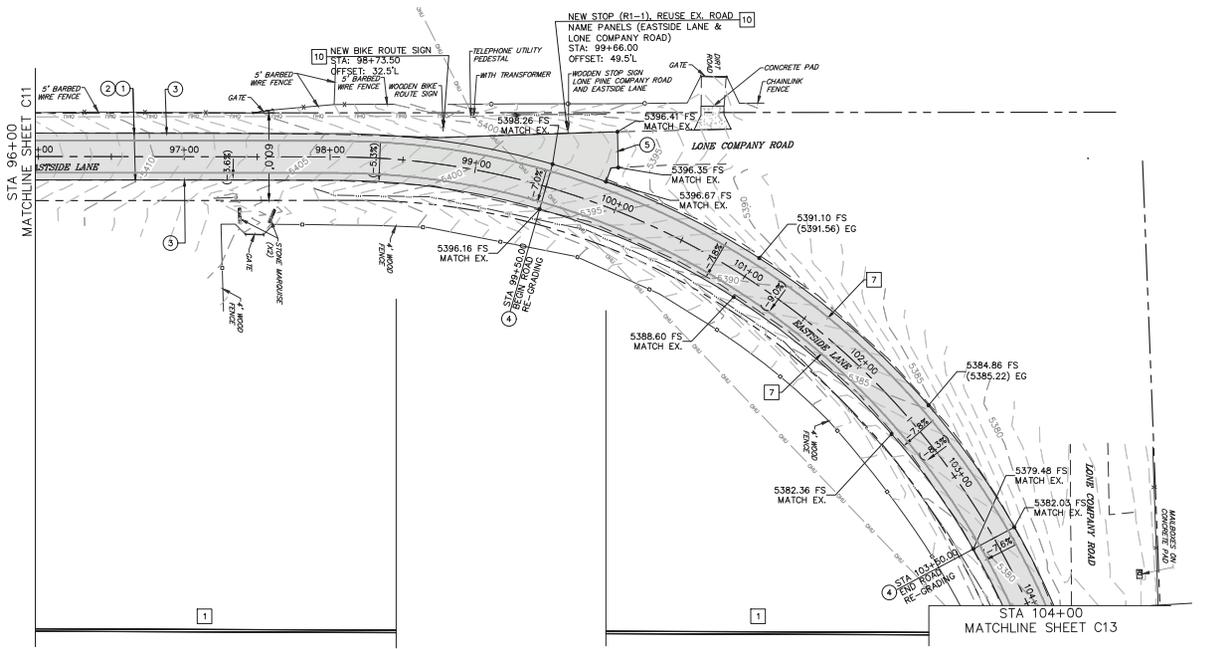
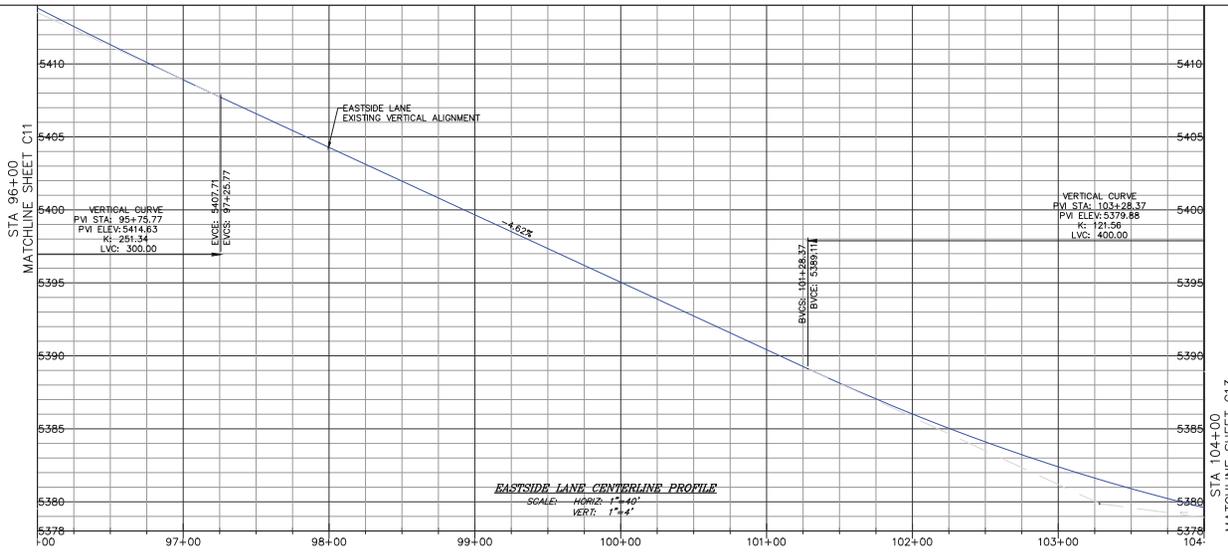
REVISIONS:	BY:

PREPARED FOR:
 MONO COUNTY DEPARTMENT OF PUBLIC WORKS
 24 NORTH SECOND STREET
 MAMMOTH, CALIFORNIA 93527

EASTSIDE LANE REHABILITATION PROJECT—PHASE 2
 FEDERAL PROJECT NO. RESTPL-5947(065)
ROAD PLAN AND PROFILE (STA 86+00—96+00)
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: **C12**
 SHEET 12 OF 28

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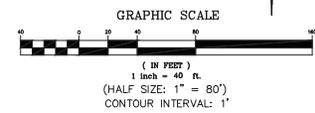


CONSTRUCTION NOTES

- 1 GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
- 2 PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39 AND ROAD SECTION ON SHEET C2.
- 3 PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER ROAD SECTION ON SHEET C2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100' OF EXISTING CULVERT OR WATERCOURSE.
- 4 FINISH GRADE ROAD CROWN TO 1.0% MIN-2.5% MAX UNLESS OTHERWISE DIRECTED BY THE COUNTY ENGINEER. SPECIFIC LOCATIONS ARE NOT SHOWN ON PLAN. SUPERELEVATION SHALL MATCH EXISTING EXCEPT WHERE EXISTING CROSSFALL EXCEEDS 8.0%. WHERE EXISTING SUPERELEVATION EXCEEDS 8.0%, RE-GRADE PER PLAN.
- 5 RE-CONSTRUCT EXISTING ROAD APRON.
- 7 PROTECT IN PLACE.

STRIPING AND SIGNAGE LEGEND

- 1 PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
- 7 PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.
- 10 INSTALL STEEL POST SIGN PER DETAIL ON SHEET C4. SIGN PANEL AS SHOWN ON PLAN.



PREPARED & SUBMITTED BY
 TROT/HOLMES ASSOCIATION
 CIVIL ENGINEERING
 LAND SURVEYING
 MAMMOTH LAKES
 BISHOP
 REDWOOD CITY
 DATE: 10/23/2023

PROJECT NO. C 41329
 STATE OF CALIFORNIA
 CIVIL ENGINEER
 LICENSE NO. 41329

REVISIONS	BY

PREPARED FOR:
 MONO COUNTY DEPARTMENT OF
 PUBLIC WORKS
 24 NORTH SECOND STREET
 MAMMOTH, CALIFORNIA 93517

EASTSIDE LANE REHABILITATION PROJECT—PHASE 2
 FEDERAL PROJECT NO. RESTPL-5947(065)
 ROAD PLAN AND PROFILE (STA 96+00-104+00)
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 SHEET: 13 OF 28

C13



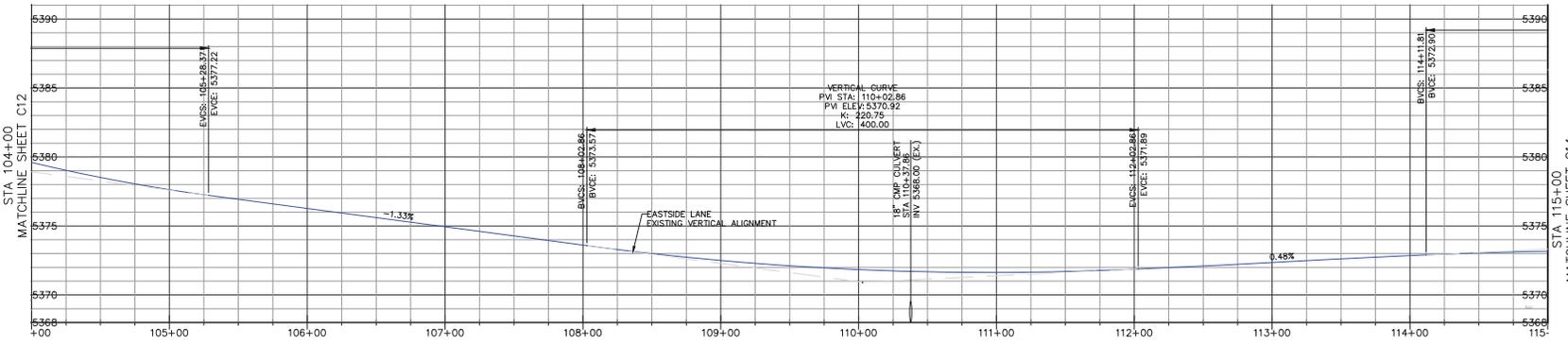
Prepared & Submitted by
 Thomas R. Plater
 No. C 4039
 State of California
 Date: 10/23/2023

REVISIONS:	BY:

Prepared for:
 Mono County Department of Public Works
 214 NORTH SECOND STREET
 MAMMOTH, CALIFORNIA 93527

EASTSIDE LANE REHABILITATION PROJECT—PHASE 2
 FEDERAL PROJECT NO. RSP1PL-5947(065)
ROAD PLAN AND PROFILE (STA 104+00—115+00)
 MONO COUNTY, STATE OF CALIFORNIA

DATE	10/23/2023
SCALE	AS NOTED
DRAWN	MYP
JOB NO.	01.4457
CHK	C14
SHEET	14 of 28



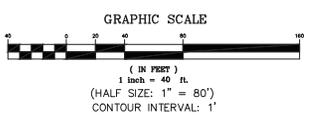
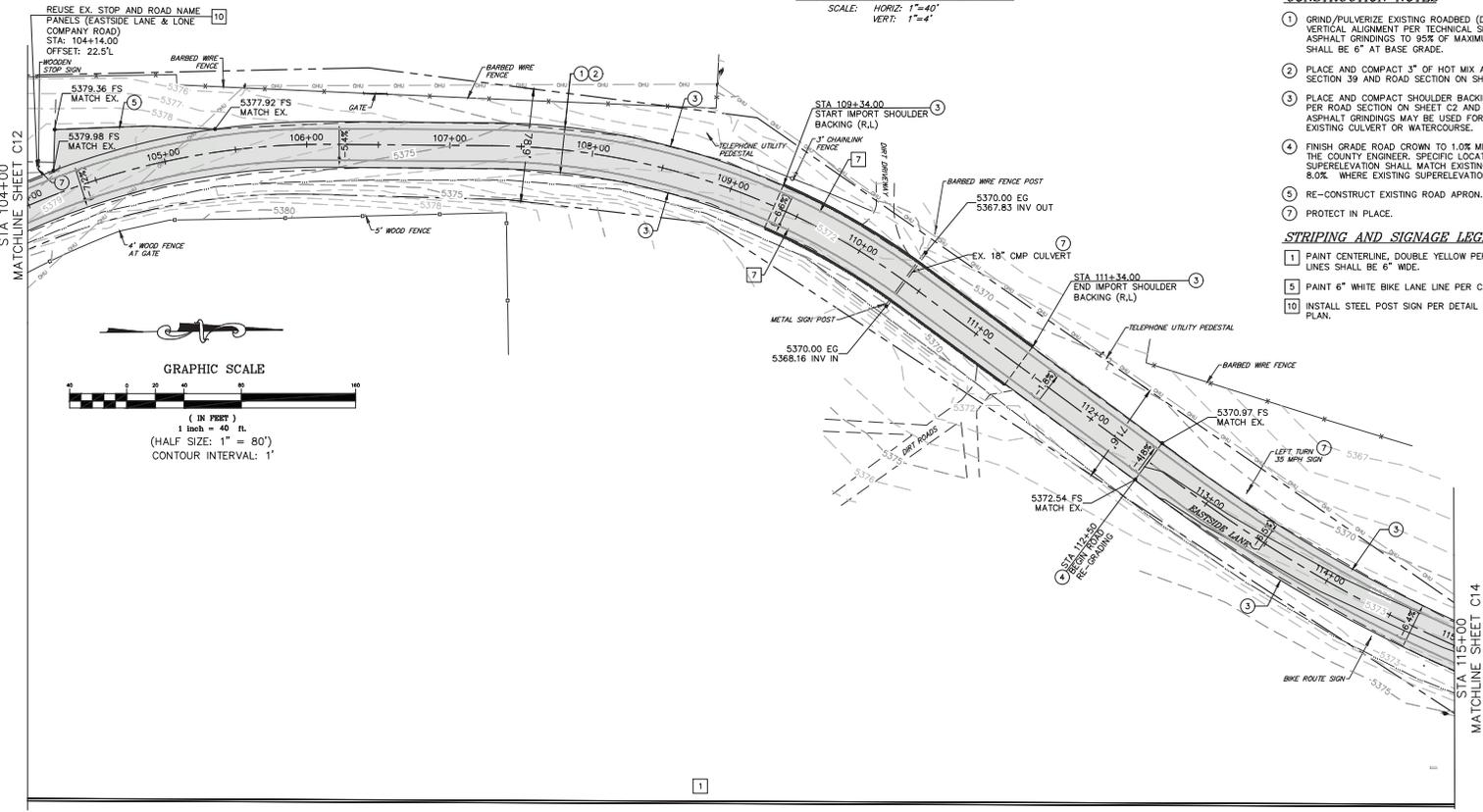
EASTSIDE LANE CENTERLINE PROFILE
 SCALE: HORIZ: 1"=40'
 VERT: 1"=4'

CONSTRUCTION NOTES

- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
- PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39 AND ROAD SECTION ON SHEET C2.
- PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER ROAD SECTION ON SHEET C2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100' OF EXISTING CULVERT OR WATERCOURSE.
- FINISH GRADE ROAD CROWN TO 1.0% MIN-2.5% MAX UNLESS OTHERWISE DIRECTED BY THE COUNTY ENGINEER. SPECIFIC LOCATIONS ARE NOT SHOWN ON PLAN. SUPERELEVATION SHALL MATCH EXISTING EXCEPT WHERE EXISTING CROSSFALL EXCEEDS 8.0%. WHERE EXISTING SUPERELEVATION EXCEEDS 8.0%, RE-GRADE PER PLAN.
- RE-CONSTRUCT EXISTING ROAD APRON.
- PROTECT IN PLACE.

STRIPING AND SIGNAGE LEGEND

- PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
- PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.
- INSTALL STEEL POST SIGN PER DETAIL ON SHEET C4. SIGN PANEL AS SHOWN ON PLAN.



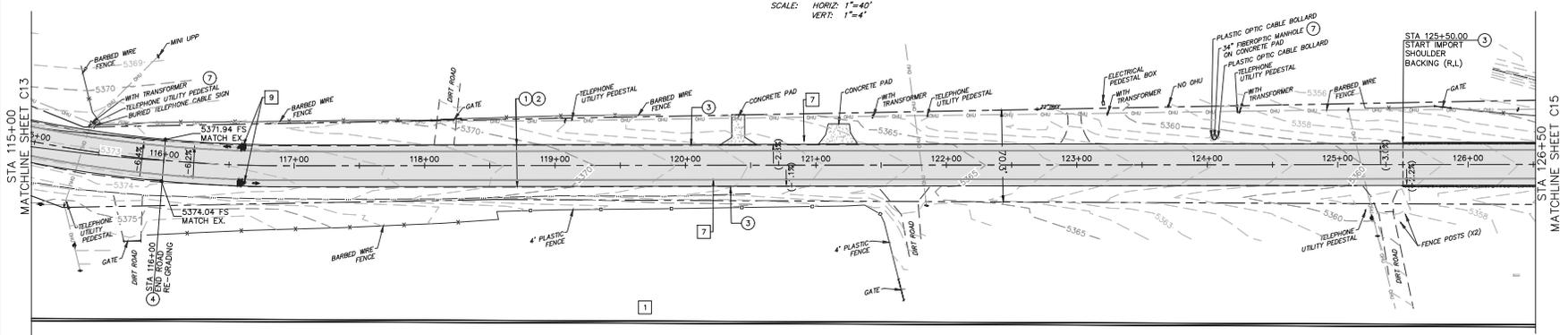
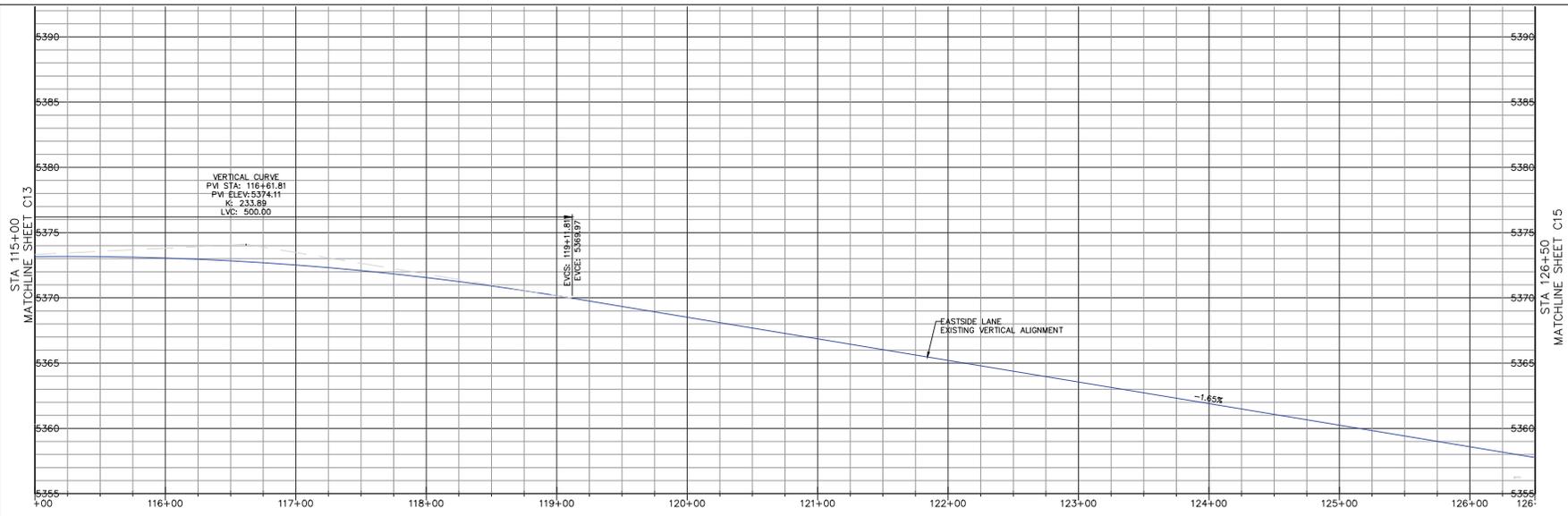
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REVISIONS:	BY:

PREPARED FOR:
 MONO COUNTY DEPARTMENT OF
 PUBLIC WORKS
 24 NORTH SECOND STREET
 REDWOOD, CALIFORNIA 95571

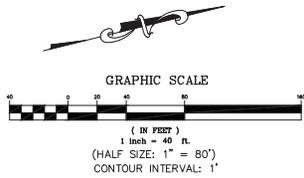
EASTSIDE LANE REHABILITATION PROJECT—PHASE 2
 FEDERAL PROJECT NO. RSP2PL-5947(065)
 ROAD PLAN AND PROFILE (STA 115+00–126+50)
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C15
 SHEET: 15 OF 28



- CONSTRUCTION NOTES**
- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
 - PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39 AND ROAD SECTION ON SHEET C2.
 - PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER ROAD SECTION ON SHEET C2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100' OF EXISTING CULVERT OR WATERCOURSE.
 - FINISH GRADE ROAD CROWN TO 1.0% MIN-2.5% MAX UNLESS OTHERWISE DIRECTED BY THE COUNTY ENGINEER. SPECIFIC LOCATIONS ARE NOT SHOWN ON PLAN. SUPERELEVATION SHALL MATCH EXISTING EXCEPT WHERE EXISTING CROSSFALL EXCEEDS 8.0% WHERE EXISTING SUPERELEVATION EXCEEDS 8.0%, RE-GRADE PER PLAN.
 - PROTECT IN PLACE.

- STRIPING AND SIGNAGE LEGEND**
- PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
 - PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.
 - PAINT BIKE SYMBOL WITH ARROW PER CALTRANS STANDARD DETAIL A24A AND A24C.



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REVISIONS:

NO.	DATE	DESCRIPTION

PREPARED FOR:

 MONO COUNTY DEPARTMENT OF

 PUBLIC WORKS

 21 NORTH SECOND STREET

 REDWOOD CITY, CALIFORNIA 94067

EASTSIDE LANE REHABILITATION PROJECT—PHASE 2

 FEDERAL PROJECT NO. RSP2H-5947(065)

 ROAD PLAN AND PROFILE (STA 138+00—149+50)

 MONO COUNTY, STATE OF CALIFORNIA

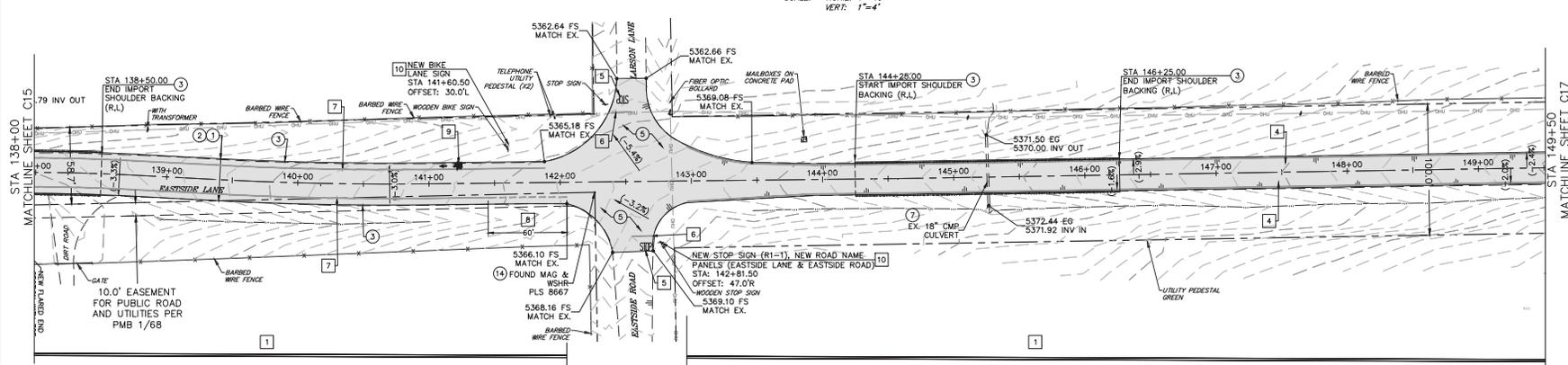
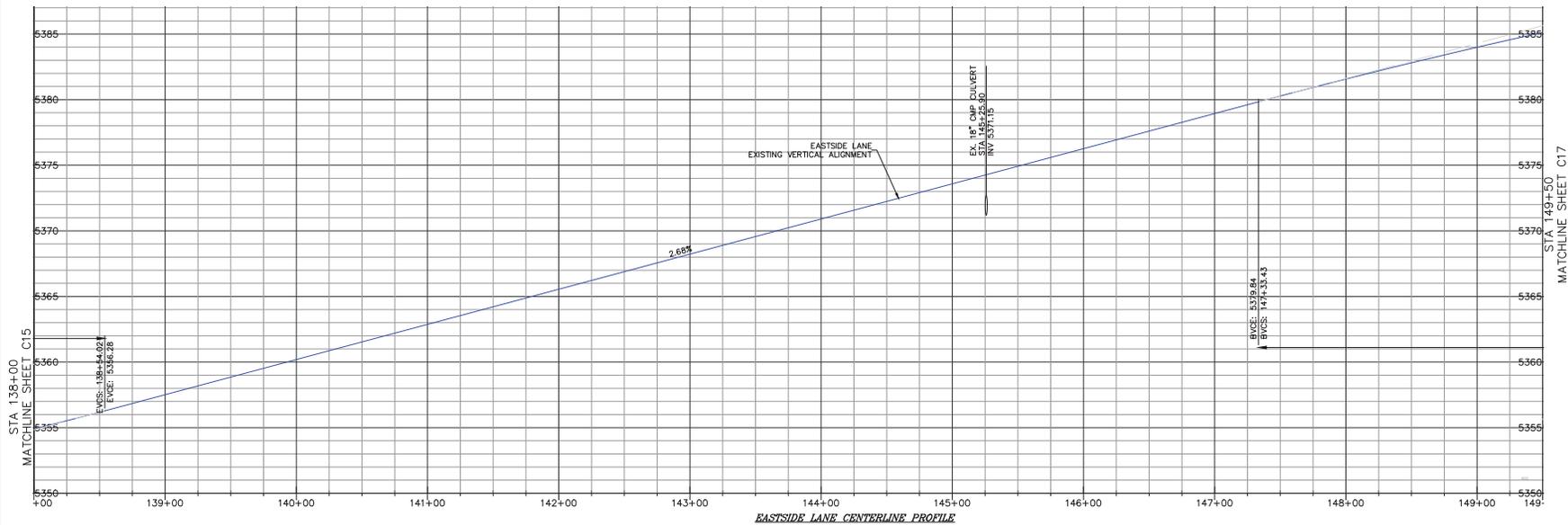
DATE: 10/23/2023

 SCALE: AS NOTED

 DRAWN: MYP

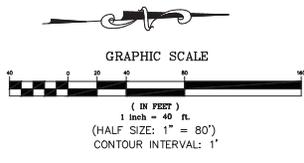
 JOB NO.: 01.4457

 SHEET: 17 of 28



- CONSTRUCTION NOTES**
- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
 - PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39 AND ROAD SECTION ON SHEET C2.
 - PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER ROAD SECTION ON SHEET C2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100' OF EXISTING CULVERT OR WATERCOURSE.
 - FINISH GRADE ROAD CROWN TO 1.0% MIN—2.5% MAX UNLESS OTHERWISE DIRECTED BY THE COUNTY ENGINEER. SPECIFIC LOCATIONS ARE NOT SHOWN ON PLAN. SUPERELEVATION SHALL MATCH EXISTING EXCEPT WHERE EXISTING CROSFSALL EXCEEDS 8.0% WHERE EXISTING SUPERELEVATION EXCEEDS 8.0%, RE-GRADE PER PLAN.
 - RE-CONSTRUCT EXISTING ROAD APRON.
 - PROTECT IN PLACE.
 - INSTALL SURVEY MONUMENT PER COUNTY REQUIREMENTS AND DETAIL ON SHEET C3.

- STRIPING AND SIGNAGE LEGEND**
- PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
 - PAINT 6" RIGHT EDGE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.
 - PAINT "STOP" MARKING PER CALTRANS STANDARD PLAN A24D.
 - PAINT LIMIT LINE (STOP LINE) PER CALTRANS STANDARD PLAN A24G.
 - PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.
 - PAINT 6" WHITE DASH BIKE LANE INTERSECTION LINE PER CALTRANS STANDARD PLAN A20D, DETAIL 39A.
 - PAINT BIKE SYMBOL WITH ARROW PER CALTRANS STANDARD DETAIL A24A AND A24C.
 - INSTALL STEEL POST SIGN PER DETAIL ON SHEET C4. SIGN PANEL AS SHOWN ON PLAN.



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REVISIONS:	BY:

PREPARED FOR:

 MONO COUNTY DEPARTMENT OF

 PUBLIC WORKS

 24 NORTH SECOND STREET

 MAMMOTH, CALIFORNIA 93527

EASTSIDE LANE REHABILITATION PROJECT—PHASE 2

 FEDERAL PROJECT NO. RSP17-5947(065)

 ROAD PLAN AND PROFILE (STA 160+50—170+78.82)

 MONO COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023

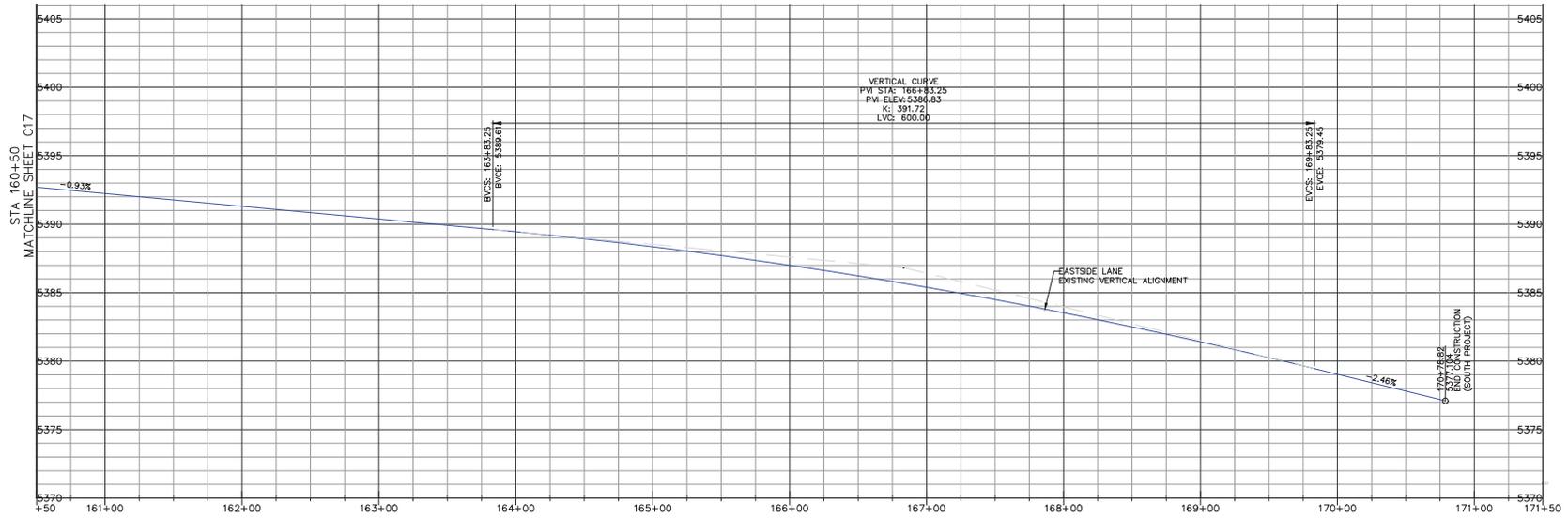
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 DRAWN: MYP

 JOB NO.: 01.4457

 DWG: C19

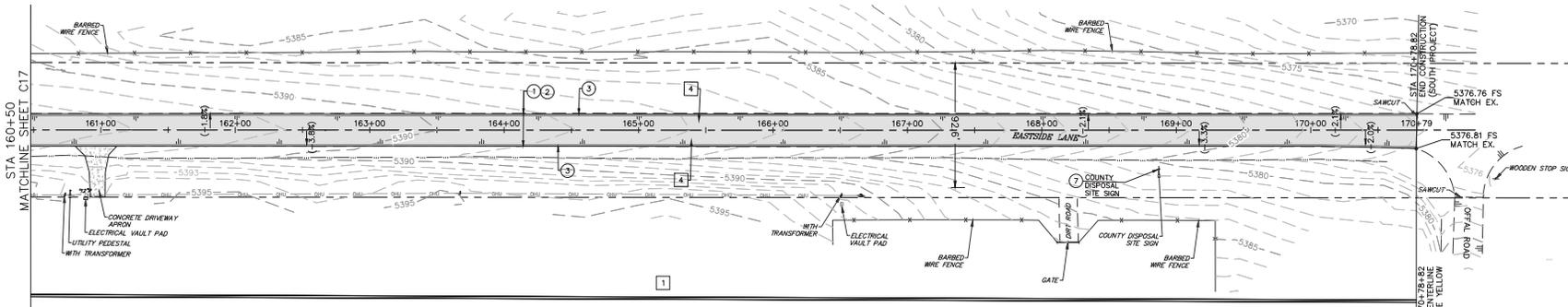
 SHEET 19 OF 28



EASTSIDE LANE CENTERLINE PROFILE

 SCALE: HORIZ: 1"=40'

 VERT: 1"=4'

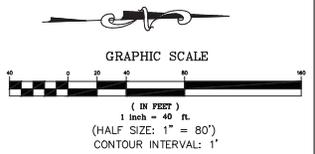


CONSTRUCTION NOTES

- 1 GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
- 2 PLACE AND COMPACT 1" OF HOT MIX ASPHALT PER TECHNICAL SPECIFICATIONS, SECTION 39 AND ROAD SECTION ON SHEET C2.
- 3 PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT COMPACT PER ROAD SECTION ON SHEET C2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100' OF EXISTING CULVERT OR WATERCOURSE.
- 4 FINISH GRADE ROAD CROWN TO 1.0% MIN-2.5% MAX UNLESS OTHERWISE DIRECTED BY THE COUNTY ENGINEER. SPECIFIC LOCATIONS ARE NOT SHOWN ON PLAN. SUPERELEVATION SHALL MATCH EXISTING EXCEPT WHERE EXISTING CROSSFALL EXCEEDS 8.0% WHERE EXISTING SUPERELEVATION EXCEEDS 8.0%, RE-GRADE PER PLAN.
- 7 PROTECT IN PLACE.

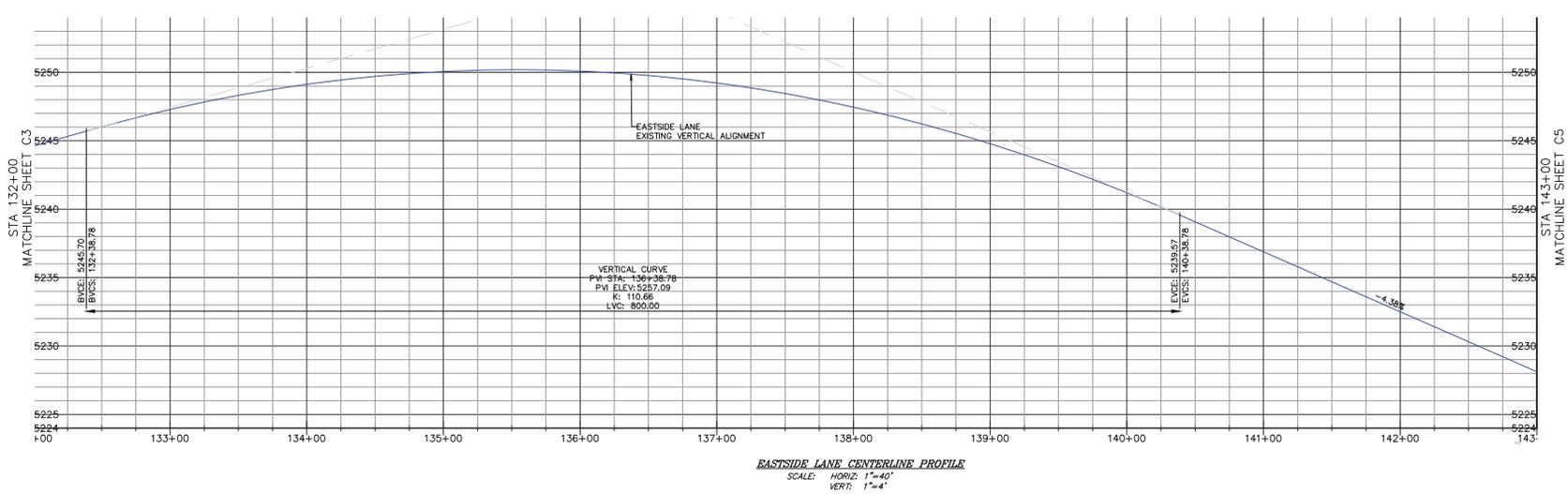
STRIPING AND SIGNAGE LEGEND

- 1 PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
- 4 PAINT 6" RIGHT EDGE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.

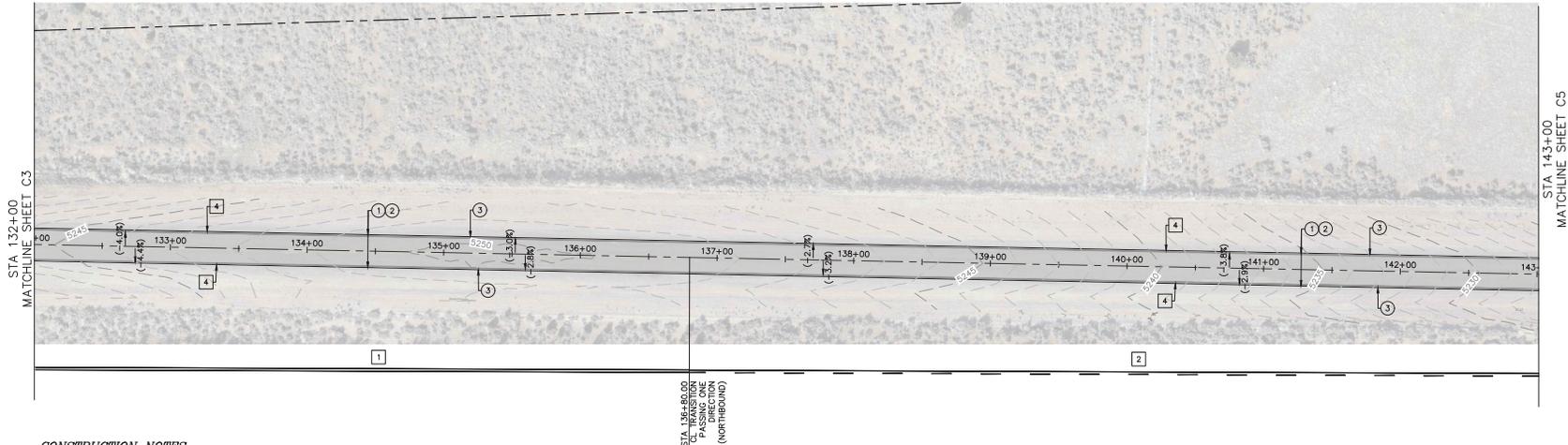


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EASTSIDE LANE CENTERLINE PROFILE
SCALE: HORIZ: 1"=40'
VERT: 1"=4'

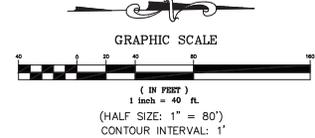


CONSTRUCTION NOTES

- 1 GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
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- 4 FINISH GRADE ROAD CROWN TO 1.0% MIN-2.5% MAX UNLESS OTHERWISE DIRECTED BY THE COUNTY ENGINEER. SPECIFIC LOCATIONS ARE NOT SHOWN ON PLAN. SUPERELEVATION SHALL MATCH EXISTING EXCEPT WHERE EXISTING CROSSFALL EXCEEDS 6.0%. WHERE EXISTING SUPERELEVATION EXCEEDS 6.0%, RE-GRADE PER PLAN.

STRIPING AND SIGNAGE LEGEND

- 1 PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
- 2 PAINT CENTERLINE, PASSING ONE DIRECTION PER CALTRANS STANDARD PLAN A20A, DETAIL 18. LINES SHALL BE 6" WIDE.
- 3 PAINT CENTERLINE, PASSING ZONE PER CALTRANS STANDARD PLAN A20A, DETAIL 5. LINES SHALL BE 6" WIDE.
- 4 PAINT 6" RIGHT EDGE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.



Consent (C) given by Trud/Holmes Associates, a Professional Association, to the use of this document for the project described herein. This consent is not valid if the document is used for any other project or purpose. The consent of the Engineer of the Government of California is required for the use of this document for any other project or purpose. The consent of the Government of California is required for the use of this document for any other project or purpose.

REVISIONS:	BY:

PREPARED FOR:
MAMMOTH COUNTY DEPARTMENT OF PUBLIC WORKS AND UTILITIES
14 NORTH MAIN STREET
MAMMOTH, CALIFORNIA 93527

EASTSIDE LANE REHABILITATION PROJECT-PHASE 2
FEDERAL PROJECT NO. RPSTPL-5947(065)
ROAD PLAN AND PROFILE (STA 132+00-143+00)
MAMMOTH COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023
SCALE: AS NOTED
DRAWN: MYP
JOB NO.: 01.4457
DWG: C21
SHEET: 21 of 28

REVISIONS:

NO.	DESCRIPTION	DATE

PREPARED FOR:

 MONO COUNTY DEPARTMENT OF

 PUBLIC WORKS

 24 NORTH SECOND STREET

 MAMMOTH, CALIFORNIA 93527

EASTSIDE LANE REHABILITATION PROJECT—PHASE 2

 FEDERAL PROJECT NO. RPSTPL-5947(065)

 ROAD PLAN AND PROFILE (STA 154+00—165+00)

 MONO COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023

 SCALE: AS NOTED

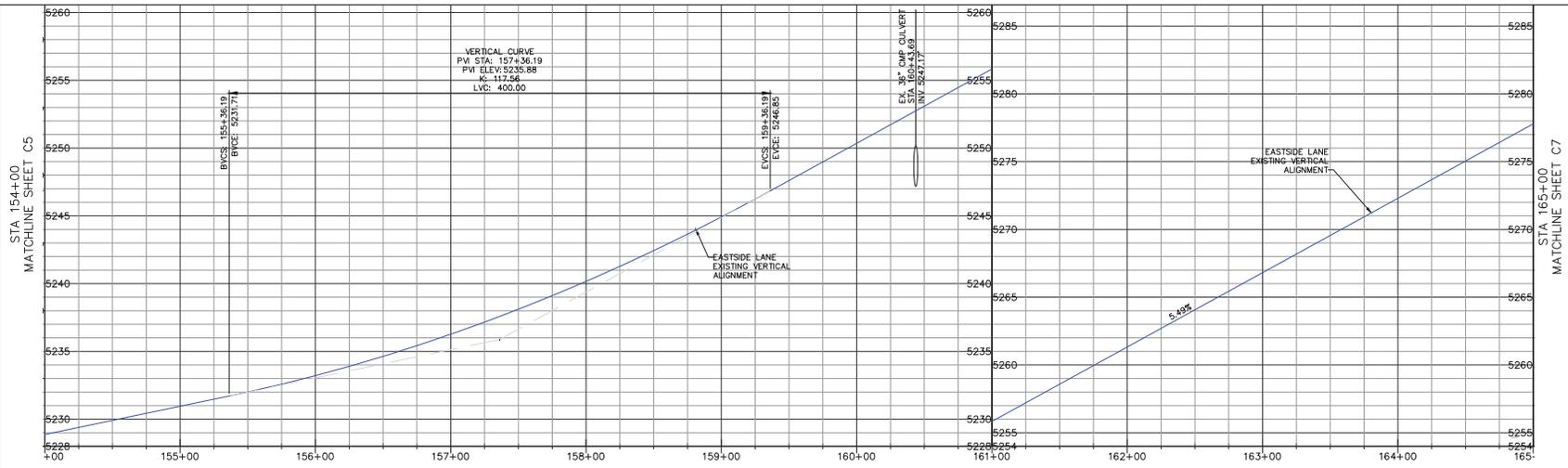
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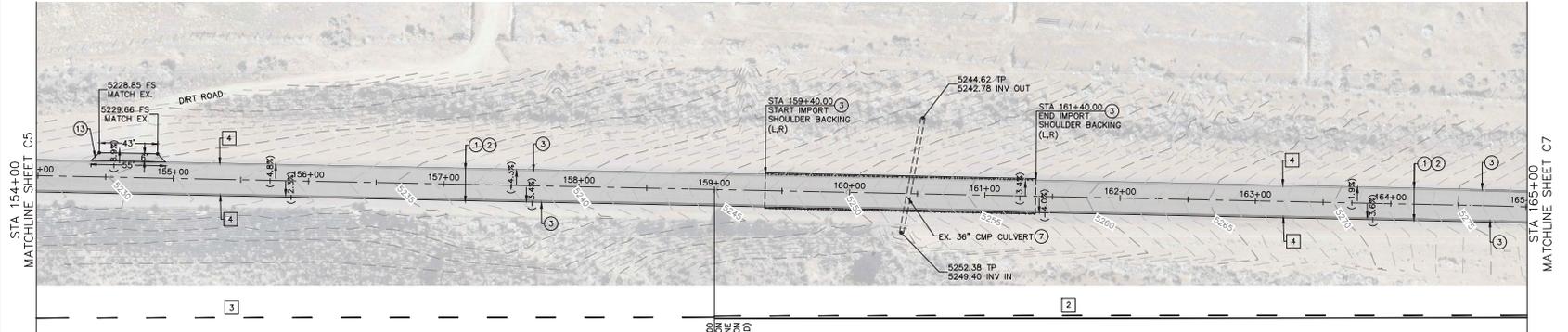
 SHEET: 23 of 28



EASTSIDE LANE CENTERLINE PROFILE

 SCALE: HORIZ: 1"=40'

 VERT: 1"=4'

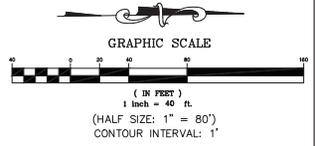


CONSTRUCTION NOTES

- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
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- PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER ROAD SECTION ON SHEET C2 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100' OF EXISTING CULVERT OR WATERCOURSE.
- FINISH GRADE ROAD CROWN TO 1.0% MIN-2.5% MAX UNLESS OTHERWISE DIRECTED BY THE COUNTY ENGINEER. SPECIFIC LOCATIONS ARE NOT SHOWN ON PLAN. SUPERELEVATION SHALL MATCH EXISTING EXCEPT WHERE EXISTING CROSSFALL EXCEEDS 8.0% WHERE EXISTING SUPERELEVATION EXCEEDS 8.0% RE-GRADE PER PLAN.
- PROTECT IN PLACE.
- CONSTRUCT NEW ROAD APRON (3" HMA ON 6" ASPHALT GRINDINGS). EXCAVATE TO SUBGRADE ELEVATION AND COMPACT TO 95% MAXIMUM DRY DENSITY. PLACE 6" ASPHALT GRINDINGS AND COMPACT TO 95% MAXIMUM DRY DENSITY.

STRIPING AND SIGNAGE LEGEND

- PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
- PAINT CENTERLINE, PASSING ONE DIRECTION PER CALTRANS STANDARD PLAN A20A, DETAIL 18. LINES SHALL BE 6" WIDE.
- PAINT CENTERLINE, PASSING ZONE PER CALTRANS STANDARD PLAN A20A, DETAIL 5. LINES SHALL BE 6" WIDE.
- PAINT 6" RIGHT EDGE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.



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PREPARED & SUBMITTED BY
 REGISTERED PROFESSIONAL ENGINEER
 TROT/HOLMES ASSOCIATES
 No. C 4039
 CIVIL
 STATE OF CALIFORNIA
 DATE: 10/23/2023

Consent (C) given by
 Trot/Holmes Associates
 as their Representative. This
 document is prepared
 under contract for the
 Mammoth Lakes
 Public Works. It is the
 responsibility of the
 Government or other
 contractor to provide the
 necessary information
 for the project.
 No other information
 is provided.

REVISIONS:

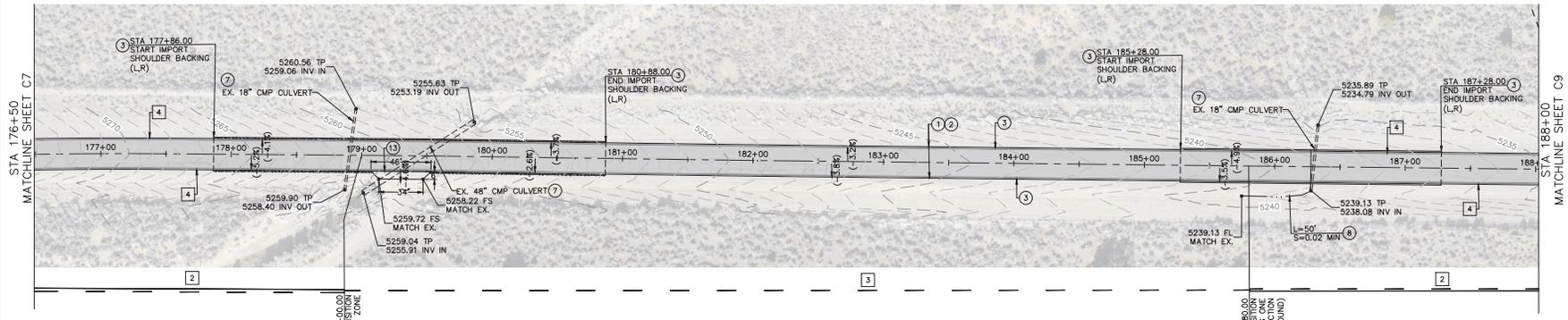
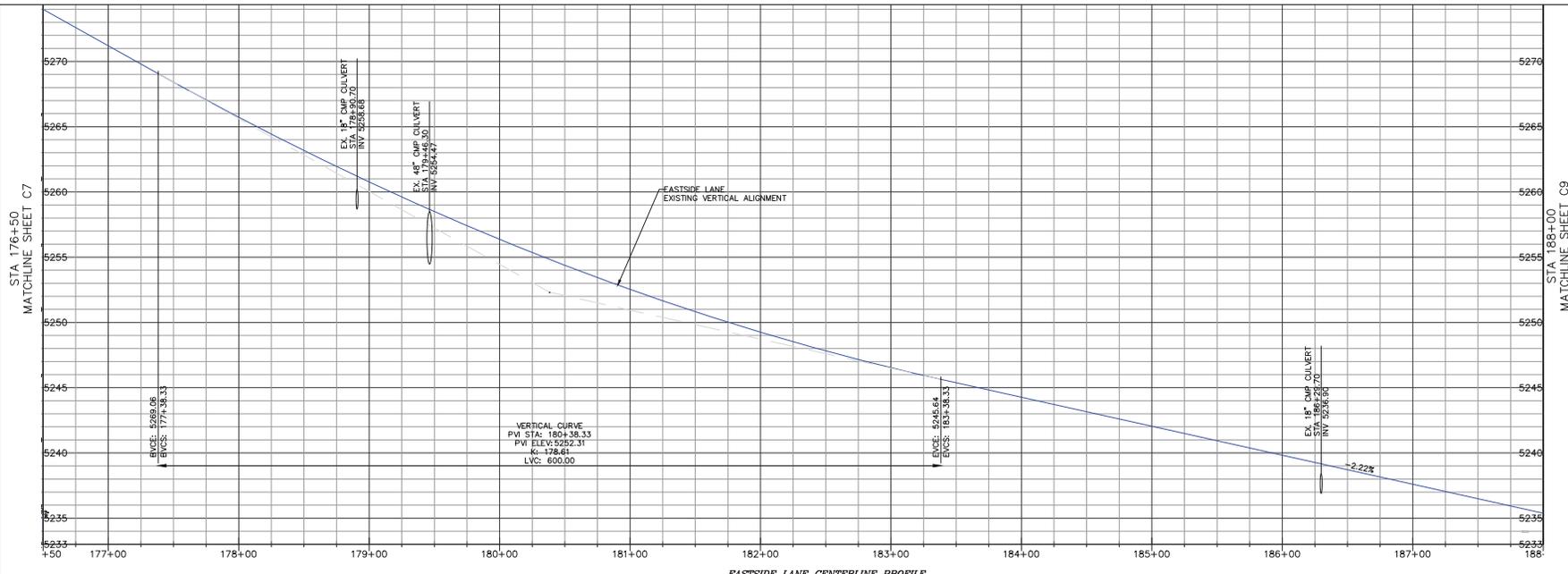
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PREPARED FOR:

MONO COUNTY DEPARTMENT OF
 PUBLIC WORKS
 1000 MAIN STREET
 MAMMOTH, CALIFORNIA 93537

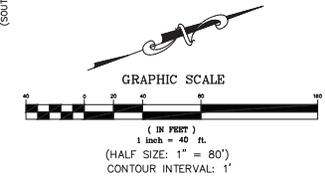
EASTSIDE LANE REHABILITATION PROJECT—PHASE 2
 FEDERAL PROJECT NO. RSP17L-5947(065)
 ROAD PLAN AND PROFILE (STA 176+50—188+00)
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 10/23/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C25
 SHEET: 25 OF 28



- CONSTRUCTION NOTES**
- GRIND/PULVERIZE EXISTING ROADBED (DEPTH=9") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 6" AT BASE GRADE.
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 - PROTECT IN PLACE.
 - GRADE FLOW LINE AND CULVERT INLET AREA FOR POSITIVE DRAINAGE AS SHOWN ON PLAN.
 - CONSTRUCT NEW ROAD APRON (3" HMA ON 6" ASPHALT GRINDINGS). EXCAVATE TO SUBGRADE ELEVATION AND COMPACT TO 95% MAXIMUM DRY DENSITY. PLACE 6" AGGREGATE BASE (IMPORT) AND COMPACT TO 95% MAXIMUM DRY DENSITY.

- STRIPING AND SIGNAGE LEGEND**
- PAINT CENTERLINE, DOUBLE YELLOW PER CALTRANS STANDARD PLAN A20A, DETAIL 21. LINES SHALL BE 6" WIDE.
 - PAINT CENTERLINE, PASSING ONE DIRECTION PER CALTRANS STANDARD PLAN A20A, DETAIL 18. LINES SHALL BE 6" WIDE.
 - PAINT CENTERLINE, PASSING ZONE PER CALTRANS STANDARD PLAN A20A, DETAIL 5. LINES SHALL BE 6" WIDE.
 - PAINT 6" RIGHT EDGE LINE PER CALTRANS STANDARD PLAN A20B, DETAIL 27B.



Z:\07 Mammoth\4457 Mono County Eastside Lane\Eastside Lane Civil Plan All.dwg - 10/23/2023 10:23:00 AM



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: Public Works

TIME REQUIRED

SUBJECT Mono County Right Edgeline Striping
Project

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Authorization to bid and award the Mono County Right Edgeline Striping Project and adoption of resolution approving Program Supplement Agreement No. 00000A488 with Caltrans for the provision of state aid for the Mono County Right Edgeline Striping Project.

RECOMMENDED ACTION:

(1) Approve the attached bid package and authorize the Public Works Department to advertise. (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 less than or equal to available project funds. (3) Authorize the Public Works Director, in consultation with County Counsel, to administer that 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, and do not cause spending on the project to exceed the budgeted authority. (4) Adopt attached resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No 00000A488 Under Administering Agency – State Master Agreement No 09-5497S21 for the Mono County Right Edgeline Striping Project State Project No. HSIPSL 5947(070)". (5) Provide any desired direction to staff.

FISCAL IMPACT:

Total programmed state funding is \$250,000 in the Highway Safety Improvement Program (HSIP). State reimbursement is 100 percent funded with HSIP state funds; no local match is required. Based on the Preliminary Engineer's Cost Estimate of \$319,556, \$69,556 in local transportation funds (SB1 / RMRA) have been allocated to this project to supplement construction, if needed, and to provide funds for contingency and construction engineering. Exact costs will be based on actual bids received.

CONTACT NAME: Chad Senior

PHONE/EMAIL: 760 920-3496 / csenior@mono.ca.gov

SEND COPIES TO:

csenior@mono.ca.gov Please provide minute order for authorization to bid and award project.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Project Manual 5947(070)
Project Plans 5947(070)
Resolution
PSA Agreement 00000A488
Master Agreement 09-5947S21

History

Time	Who	Approval
4/12/2024 8:45 AM	County Counsel	Yes
4/11/2024 12:40 PM	Finance	Yes
4/12/2024 11:13 AM	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: April 16, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Chad Senior, Associate Engineer
Re: Authorization to Bid and Award the Mono County Right Edgeline Striping Project; State Project No. HSIPSL-5947(070)

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

Background:

This Highway Safety Improvement Program (HSIP) project will install right edgeline paint striping on Northshore Drive, Twin Lakes Road, Topaz Lane, and Eastside Lane from Offal Road to Cunningham Lane. Authorization from the state to proceed with construction was obtained on March 6, 2024.

Discussion:

Upon Board of Supervisor approval, the project will be advertised for bid on Mono County's Bid Management System to begin construction in 2024. The project manual (contract documents, special provisions, technical specifications, project plans, etc.) is attached to this staff report for Board reference.

Additionally, the Board is required to execute a Program Supplement Agreement (PSA) with Caltrans for state funded projects. The PSA for this project is appurtenant to Administering Agency – State Agreement for State Funded Projects No. 09-5947S21 executed on July 28, 2021. The PSA authorizes the State to disburse the appropriate state funds necessary to reimburse the County for costs related to the Mono County Right Edgeline Striping Project. The signed PSA and attached resolution must be executed and provided to Caltrans prior to invoicing for reimbursement of HSIP funds. The resolution also authorizes the Public Works Director to execute and process the PSA and any future documents necessary for reimbursement of funds for project construction.

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

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

Respectfully submitted,

Chad Senior,
Associate Engineer

Attachments: Project Manual
Project Plans
Program Supplement Agreement 00000A488
Master Agreement No. 09-5947S21

PROJECT MANUAL
FOR
MONO COUNTY RIGHT EDGE-LINE STRIPING
PROJECT

Project No. 9320
State Project No. HSIPSL-5947(070)

MONO COUNTY, CALIFORNIA



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

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works

PO Box 457

74 North School Street

Bridgeport, California 93517

760.932.5440

April 2024

OPTIONAL PRE-BID CONFERENCE:

11:00 am, Thursday May 9, 2024

Civic Center – Dana Room

1290 Tavern Road

Mammoth Lakes, California 93546

BID SUBMITTAL DEADLINE:

3:00 pm, Thursday May 16, 2024

Clerk of the Board of Supervisors

74 North School Street / P.O. Box 237

Bridgeport, California 93517

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CERTIFICATION PAGE

*County of Mono, Department of Public Works
Mono County Right Edge-Line Striping Project
Project No. 9320*

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

APPROVED BY:



01/18/2024

Date

Paul Roten
C56891
County Public Works Director
County of Mono Department of Public Works
74 North School Street
Bridgeport, California 93517

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Project No. 9320*

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SECTION I



INVITATION FOR BIDS

Mono County Right Edgeline Striping Project

Project No. 9320

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COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BIDS

Mono County Right Edgeline Striping PROJECT
Project No. 9320

Notice is hereby given that the Mono County (“County”) Department of Public Works calls for bids from qualified General Engineering contractors for the MONO COUNTY RIGHT EDGELINE STRIPING PROJECT (“Project”). The project is state funded under the Highway Safety Improvement Program (HSIP). The purpose of this Project is to paint 6-inch wide right edgeline striping on Northshore Drive, Twin Lakes Road, Topaz Lane, and Eastside Lane from Offal Road to Cunningham Lane.

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

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

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

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

The Project and all work (Bid Items 1-7) must be completed within **10 working days** from the construction start date identified in the Notice to Proceed.

An **optional** pre-bid conference will be held at the County’s Dana Conference Room, Second Floor of the Mammoth Lakes Civic Center, 1290 Tavern Road, Mammoth Lakes, California 93546. Participants who wish to attend online remotely via the web may do so. Online web access to attend the meeting will be posted on the Mono County Bid Management System prior to the scheduled date. The optional pre-bid conference is scheduled for **11:00 am Thursday May 9, 2024**. Site visits to project locations will be scheduled in the afternoon by request. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, or any other

reason, all plan-holders will be notified in advance.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **3:00 pm Thursday May 16, 2024 (“Bid Submission Deadline”)**.

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



Chad Senior
Associate Engineer
Mono County Department of Public Works

COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS

INSTRUCTIONS TO BIDDERS
MONO COUNTY RIGHT EDGELINE STRIPING PROJECT
Project No. 9320

1. SECURING BID DOCUMENTS

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

2. PRE-BID CONFERENCE

An **optional** pre-bid conference will be held at the County’s Dana Conference Room, Second Floor of the Civic Center, 1290 Tavern Road, Mammoth Lakes, California 93546 to review the project scope and requirements. Interested parties may attend the meeting in person or online via Zoom. Information to join the meeting online will be posted on the County’s Bid Management System prior to the scheduled conference. The conference is scheduled for **11:00 am, Thursday, May 9, 2024**. If requested, a field visit can be scheduled for the afternoon to visit project locations. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference or site visit for any reason, all plan-holders will be notified in advance.

3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

- A. For information not provided in the Project Manual, bidders shall refer to the Standard Plans or Standard Specifications.
- B. Should bidders find discrepancies in, ambiguities, or omissions from, the Project Manual, or should there be any doubt as to their meaning, they shall at once notify the Director of the Department of Public Works and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on the Mono County Bid Management System. Failure to raise any such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract. In the event that written addenda or bulletins of instructions are issued, all bidders will be required to acknowledge that they have reviewed and considered such addenda or bulletins in formulating their bids.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give

oral instructions, interpretations, or explanations of the Project Manual, and a submission of a bid constitutes agreement by a bidder that its representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder's attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

4. APPROXIMATE QUANTITIES

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

5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Long Valley Streets Project Proposal Forms ("Proposal Forms") contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.
- B. **ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER.** Proposal Forms (contained herein on pages **BD-1 through BD-20**) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. After bid opening, the County will determine available funding, and, if it chooses to do so, the County will award a contract for construction of the project. For purposes of comparing bids and determining the apparent low bidder, the County will use the amount entered as the "**Bidder's Total Project Cost**" on page **BD-3** of the proposal forms.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidence that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- F. Bidders' attention is directed to the insurance and bond requirements described below and

as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.

- G. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning Buy America, Disadvantaged Business Enterprises, employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. This Project is not subject to Disadvantaged Business Enterprise (DBE) requirements. However, Mono County encourages DBE participation for this project.
- I. Proposal Forms (contained herein on pages **BD-1 through BD-20** and bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **MONO COUNTY RIGHT EDGE-LINE STRIPING PROJECT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.
- J. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Thursday, May 16, 2024** ("Bid Submission Deadline"). Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- K. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

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

7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the Bid Submission Deadline described above in Paragraph 5.I. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an

authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the bidder in preparing the bid shall not entitle the bidder to withdraw the bid subsequent to the County opening bid proposals.

8. AGREEMENT AND BONDS

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

9. OPENING OF BIDS

As soon after the Bid Submission Deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Should any mandates by the State of California or Mono County due to Corona virus prohibit meeting in person, attendance for the bid opening will be provided online via the web. Advance notice will be posted on the Mono County Bid Management System providing web access for any interested parties to attend. Note, any bid received after the Bid Submission Deadline will be returned to the bidder unopened.

10. BID EVALUATION

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

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

11. BID PROTEST PROCEDURE

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

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

Bidders may submit protests to the County by mail, facsimile (fax), or electronically. Protests submitted by mail (USPS, UPS, FedEx, Golden State Overnight, etc.) must be addressed and delivered to the Clerk of the Board of Supervisors, c/o Mono County Department of Public Works, Attn: Chad Senior, 74 North School Street, Post Office Box 237, Bridgeport, California, 93517. Protests submitted by facsimile (fax) must be sent to 760.932.5441. Protests submitted electronically should be emailed to Chad Senior at csenior@mono.ca.gov.

Bid protests must be submitted in and include the following information: (1) the name of the person or entity making the protest; (2) the name of the bid project; (3) a complete statement of all legal and factual grounds for the protest; (4) any documentation supporting the protestor’s grounds for the protest; and (5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to the Department of Public Works' investigation and to provide any information requested by the Department of Public Works. The Department of Public Works shall notify the protested bidder of any evidence reflecting upon his responsibility, afford the protested bidder an opportunity to rebut such evidence, and allow the protested bidder to present evidence in support of his qualifications to perform the contract. The Department of Public Works shall respond to the protesting party upon the conclusion of its investigation by providing the protesting party a statement of its conclusions and findings. Thereafter, the Director of the Department of Public Works shall make a recommendation to the Board of Supervisors regarding the bid protest.

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

12. AWARD OR REJECTION OF BIDS

- A. After expiration of the Bid Protest Deadline, the County may, in its discretion take any of the following actions: (1) Award a contract notwithstanding the filing of a bid protest; (2) refrain from awarding a contract pending resolution of any or all bid protests; or (3) otherwise proceed as it deems appropriate, including without limitation rejecting all bids received. Further, under Public Contract Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.
- B. If it chooses to award a contract, the County shall award the contract to the bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, any such contract will not be in force until it is approved and fully executed by the County and the successful bidder.
- C. Payment under any contract resulting from this Invitation for Bids will be consistent with the Sample Standard Agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.
- D. Contract award, if made, is anticipated to occur within two (2) weeks after the date of bid opening but could occur up to 60 days after said date. In such an event, all bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect.
- E. The County assumes no responsibility for any costs the bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

13. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the contract for the Project, which the successful bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within five (5) calendar days following receipt of such contract and Notice of Intent to Award. Failure to do so by the successful bidder shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of a contract for the Project.
- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully executed contract for the Project and acceptable bonding and insurance certificates are received by the County.
- D. The bid security of all bidders will be retained by the County until a contract for the Project is executed by the successful Bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the bidders whose proposals they accompanied.

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the successful bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project and related work will be held responsible for their work, which shall be subject to the provisions of the Project Manual and any contract executed pursuant to this Invitation for Bids.
- B. Each bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or Ten Thousand dollars (\$10,000.00), whichever is greater, of the bidder's bid.
- C. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No bidder whose bid is accepted shall, without consent of the Director of the Department of Public Works, do any of the following:

- (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
 - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Director of the Department of Public Works, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.

15. INTEREST IN MORE THAN ONE BID

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

16. COORDINATION WITH OTHER CONTRACTORS

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

17. SUBSTITUTIONS

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

18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as the Contractor, will be required to furnish a valid Mono County Business License issued by County's Office of the Treasurer prior to commencing the

work. Additionally, a valid Mono County Business License shall be furnished for all subcontractors prior to beginning work.

- B. In order to be eligible for award of a contract for the Project, a bidder must possess either of the following classification(s) of contractor's license: (1) Class C32 – Parking and Highway Improvement Contractor
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business and Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. All bidders, contractors, and subcontractors shall possess the appropriate licenses to cover the above advertised work. The County will verify that the successful bidder, as well as any contractor and any subcontractor, is appropriately licensed to perform Project work designated prior to awarding any contract pursuant to this Invitation for Bids.

19. LABOR REQUIREMENTS

The services and work to be provided by the successful bidder, as the Contractor for this Project, constitute a “public work” within the meaning of Labor Code sections 1720 and 1720.3. Accordingly, as required by Labor Code section 1771, the successful bidder, as the Contractor, and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages (“prevailing wage”) specified for each craft and classification to all workers employed in the execution of the project. Copies of prevailing wages, as determined by the Director of the Department of Industrial Relations, are available online at: www.dir.ca.gov/OPRL/DPreWageDetermination.htm and on file at the office of the Department of Public Works, located at 74 North School Street, Bridgeport, California, 93517, and are available to any interested party upon request. These wages are not included in any part or section of the Project Manual. Changes, if any, to prevailing wage rates will be available at the same location.

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

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

Project construction shall begin on the start date stated in the Notice to Proceed issued by the County. If a construction start date is not stated in the Notice to Proceed, the Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed. The Project and all related work shall be diligently prosecuted to completion before the expiration of **Ten (10) working days** from the construction start date. By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated

damages specified in Exhibit 1 of the Sample Standard Agreement.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
PROPOSAL FORMS



RIGHT EDGELINE STRIPING PROJECT

Project No. 9320

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS

MONO COUNTY RIGHT EDGELINE STRIPING PROJECT

Project No. 9320

Proposal of _____ (“Bidder”), organized and existing under the laws of the State of _____, doing business as _____ (e.g., “a partnership;” “a corporation;” “a sole proprietor”), as applicable to the County of Mono, (“County”). This bid proposal consists of the attached pages **BD-1 through BD-20**.

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

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

Bidder hereby agrees to commence work on the Project pursuant to any contract executed pursuant to this Invitation for Bids on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within Ten (10) working days from the construction start date identified in the issued Notice to Proceed**, pursuant to the provisions specified in any contract executed pursuant to this Invitation for Bids.

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

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

Bidder’s Company Name: _____

Company Address: _____

Office Telephone No.: _____ Email Address: _____

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

Mono County Business License. No.: _____

Name of Company Officer: _____ Title: _____

Bidder’s Signature Date

(Add seal if by a corporation)

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BID SCHEDULE
Mono County Right Edgeline Striping Project
Project No. 9320

Contractor: _____

Mono County Right Edgeline Project			Bid Items			
Item No.	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS		
2	12	Temporary Traffic Control	1	LS		
3	84	Twin Lakes Road - 6" Right Edgeline (Paint)	142,138	LF		
4	84	North Shore Drive - 6" Right Edgeline (Paint)	37,488	LF		
5	84	Topaz Lane - 6" Right Edgeline (Paint)	37,066	LF		
6	84	Eastside Lane - 6" Right Edgeline (Paint)	18,586	LF		

<p>BIDDER'S TOTAL PROJECT COST</p> <p>BID ITEMS 1-6</p>	
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EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1
RIGHT EDGE LINE STRIPING PROJECT
 Project No. 9320

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number
				DIR Reg Number		
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						

EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 2
 RIGHT EDGELINE STRIPING PROJECT
 PROJECT NO. 9320

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

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number
				DIR Reg Number		
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						

ACKNOWLEDGEMENTS
MONO COUNTY RIGHT EDGELINE STRIPING PROJECT
Project No. 9320

RECEIPT OF ADDENDA

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

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

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

ACKNOWLEDGEMENT OF SITE VISIT

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

Northshore Drive: Yes No

Twin Lakes Road: Yes No

Topaz Lane: Yes No

Eastside Lane: Yes No

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

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
DISCLOSURES AND CERTIFICATIONS
RIGHT EDGELINE STRIPING PROJECT
Project No. 9320

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

Yes: _____ No: _____

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

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

PUBLIC CONTRACT CODE SECTION 10285.1 QUESTIONNAIRE

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

Yes: _____ No: _____

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

PUBLIC CONTRACT CODE 10232 STATEMENT

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

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

WORKERS' COMPENSATION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

- A. The bidder hereby certifies that he (as the contractor) and all subcontractors agree to conform to the equal opportunity clauses required by Executive Orders 10925, 11114, and 11246, as well as 41 CFR 60-1.4 (Equal Opportunity Clause).
- B. The bidder certifies that within 30 days of the award of the contract, as required, the contractor and subcontractors will file an “Equal Employment Opportunity Employer Information Report EEO-1 (SF-100)” with the U.S. Department of Labor and, annually thereafter, file the same report with the U.S. Department of Labor by March 31. (If your company has filed one of these reports this year, you do not have to comply with the 30-day regulation). Refer to https://www.eeoc.gov/employers/eo1survey/upload/instructions_form.pdf for filing requirements (SF-100).
- C. The contractor and all subcontractors shall certify that prior reports have been filed under the applicable filing requirements as follows:
- a. Contractor/Subcontractor has held previous contracts where EEO provisions were in force.
Yes _____ No _____ (If yes, answer question 2 also)
 - b. Contractor/Subcontractor has filed all “required” reports for these previous contracts.
Yes _____ No _____

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

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

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

Subcontractor Name

Subcontractor Signature

Date

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

BIDDER'S QUALIFICATION STATEMENT

RIGHT EDGELINE STRIPING PROJECT

Project No. 9320

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 paint striping projects are required. Use one (1) page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five (5) years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

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

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

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated
 If Partnership, state whether general or limited
 If Sole Proprietorship, include name of owner
 If Joint Venture*, include name all partnering firms

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

B. Is the firm, and all persons or firms listed in the bid as subcontractors, registered with the Department of Industrial Relations as required by California Labor Code section 1725.5?

_____ Yes _____ No

C. If you checked "No" in the previous question, then you must fall within one of the limited exceptions set forth in California Labor Code section 1771.1, and must register with the Department of Industrial Relations prior to contract award. Does the firm (or any subcontractor) fall within California Labor Code section 1771.1 and become registered prior to contract award?

_____ Yes (attach explanation) _____ No (not qualified)

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

3. FINANCIAL INFORMATION:

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

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

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

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

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

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

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

- | | |
|---|--|
| <input type="checkbox"/> 1. Grading & Earthwork | <input type="checkbox"/> 13. Micro-surfacing |
| <input type="checkbox"/> 2. Concrete Work | <input type="checkbox"/> 14. Slurry Sealing |
| <input type="checkbox"/> 3. Hot Mix Asphalt Paving | <input type="checkbox"/> 15. Tack Coat Placement |
| <input type="checkbox"/> 4. Roadway milling | <input type="checkbox"/> 16. Utility Placement & Trenching |
| <input type="checkbox"/> 5. Roadway Grinding & Pulverization | <input type="checkbox"/> 17. Traffic Control |
| <input type="checkbox"/> 6. Roadway Subgrade Stabilization | <input type="checkbox"/> 18. SWPPP Preparation |
| <input type="checkbox"/> 7. Pavement Grid Interlayer Installation | <input type="checkbox"/> 19. Roadway Sign Placement |
| <input type="checkbox"/> 8. Full Depth Reclamation (FDR) | <input type="checkbox"/> 20. Roadway Paint Striping |
| <input type="checkbox"/> 9. Hot Mix Asphalt Overlays | <input type="checkbox"/> 21. Roadway Paint Markings |
| <input type="checkbox"/> 10. Stress Absorbing Membrane Interlayer | <input type="checkbox"/> 22. Erosion Control Protection /BMP |
| <input type="checkbox"/> 11. Asphalt Concrete Hot In-Place Recycle | <input type="checkbox"/> 23. Roadway Culvert Installation / Repair |
| <input type="checkbox"/> 12. Asphalt Concrete Cold In-Place Recycle | <input type="checkbox"/> 24. Metal Fabrication and Welding |

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

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

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

PROJECT EXPERIENCE WITH ROADWAY PAINT STRIPING AND MARKING PROJECTS

Project Status:

- Project completed
- Work in progress

Contractor's Role*:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

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

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

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

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

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

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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 the

MONO COUNTY RIGHT EDGELINE STRIPING PROJECT (PROJECT NO. 9320)

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

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

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

PRINCIPAL:

Executed on: _____ By: _____

(Seal of Corporation) Title: _____

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

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

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

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

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

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

SECTION II



SAMPLE STANDARD AGREEMENT

Mono County Right Edgeline Striping Project

Project No. 9320

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**AGREEMENT BETWEEN COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT
FOR THE CONSTRUCTION OF THE RIGHT EDGELINE STRIPING PROJECT
PROJECT NO. 9320**

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 Public Works, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

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

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** Federal Contracting Provisions
- 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, not to 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 \$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:

- CLICK HERE TO ENTER TEXT

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 this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed 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: _____

Name: Click here to enter text.

Name: Click here to enter text.

Title: Click here to enter text.

Title: Click here to enter text.

Date: _____

Date: _____

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 CONSTRUCTION OF THE RIGHT EDGELINE STRIPING PROJECT
PROJECT NO. 9320**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCOPE OF WORK:

County has selected, and Contractor shall construct, project Bid Items 1 through 6 set forth in project manual and included in Attachment B2 of this agreement.

The major work items of this the RIGHT EDGELINE STRIPING PROJECT, Project No. 9320 (“Project”) are to paint right edgeline striping on Northshore Drive, Twin Lakes Road, Topaz Lane, and Eastside Lane from Offal Road to Cunningham Lane intersection and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project’s Invitations for Bids and the Contract Documents, including the Project Manual, Project Plans, the Standard Specifications and the Standard Plans (2023) issued by the California Department of Transportation, and the AASHTO Green Book (2018) as they may have been amended for County’s use.

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

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

SCHEDULE OF FEES:

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

WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. All work shall be completed within **ten (10) working days** of the start of construction date stated in the Notice to Proceed issued by the County. Contractor shall pay County liquidated damages in the amount of **3,600.00 per day** for any working days exceeding ten (10) working days. 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 THE COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT FOR
THE CONSTRUCTION OF THE RIGHT EDGELINE STRIPING PROJECT
PROJECT NO. 9320**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCHEDULE OF FEES:

CLICK HERE TO ENTER TEXT

See Attachment B1, incorporated herein by this reference.

ATTACHMENT B1

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT FOR
THE CONSTRUCTION OF THE RIGHT EDGELINE STRIPING PROJECT
PROJECT NO. 9320**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

Bid Schedule:

[Insert Bid Schedule]

EXHIBIT 1

AGREEMENT BETWEEN THE COUNTY OF MONO AND CLICK HERE TO ENTER TEXT FOR THE CONSTRUCTION OF THE RIGHT EDGELINE STRIPING PROJECT PROJECT NO. 9320

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:

Mono County Sheriff's Department	(760) 932-7549
Southern California Edison	(760) 924-4810

- 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 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 drainpipes 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 **TEN (10) 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 **\$3,600.00 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 dollar amount located in the Caltrans Local Assistance Procedures Manual, Chapter 12, page 16, Table 12-1: Liquidated Damages.

14.3 BREACH.

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

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EXHIBIT 2

AGREEMENT BETWEEN THE COUNTY OF MONO AND Click here to enter text.FOR THE CONSTRUCTION OF THE RIGHT EDGELINE STRIPING PROJECT PROJECT NO. 9320

PREVAILING WAGES AS OF: Click here to enter text.

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 CONSTRUCTION OF THE RIGHT EDGELINE STRIPING PROJECT
PROJECT NO. 9320**

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:

Mono County Right Edgeline Striping Project, Project No. 9320

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:

Mono County Right Edgeline Striping Project, Project No. 9320

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 Right Edgeline Striping Project such that it is free from defects in the materials and workmanship for a period of one year commencing on DATE 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

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EXHIBIT 4

AGREEMENT BETWEEN THE COUNTY OF MONO AND Click here to enter text.FOR THE CONSTRUCTION OF THE RIGHT EDGELINE STRIPING PROJECT PROJECT NO. 9320

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.

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SECTION III



TECHNICAL SPECIFICATIONS & QUALITY ASSURANCE PROGRAM

Mono County Right Edgeline Project

Project No. 9320

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

TECHNICAL SPECIFICATIONS

MONO COUNTY RIGHT EDGELINE PROJECT

Project No. 9320

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2. BIDDING

BIDDING shall conform to the provisions in Section 2, "Bidding," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

BID INELIGIBILITY

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

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

CONTRACTOR REGISTRATION

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List. Failure to do so may result in rejection of a bid or rescission of an award.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

BID ITEM LIST

Submit a bid based on the bid item quantities the County shows on the Bid Item List.

SUBCONTRACTOR LIST

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

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

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

BID DOCUMENT COMPLETION AND SUBMITTAL

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

Bid Proposals shall be submitted by the bid opening date and time shown on the *Invitation for Bids* with the exception of the following items:

1. Public works contractor registration numbers may be submitted up to ten (10) days after bid opening for both contractor and subcontractor list.

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

BID WITHDRAWAL

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

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

BID OPENING

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

The Department may reject:

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

4. SCOPE OF WORK

All work performed in connection with SCOPE OF WORK shall conform to the provisions in Section 4, "Scope of Work," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

The **MONO COUNTY RIGHT EDGELINE PROJECT** (hereinafter referred to as the project) is for the purpose of painting white, 6-inch wide, right edgelines on select roads throughout Mono County. Roads include North Shore Drive in June Lake, Twin Lakes Road in Bridgeport, and Topaz Lane and a portion of Eastside Lane in Walker/Coleville . Paint striping of the roads will include painting a right edgeline on each side of the road to match existing edgeline location and/or per typical road section in the plan set. The project may include other items or details not mentioned above that shall be performed, placed, constructed, or installed in order to complete the work.

There may be other items of work not mentioned above that are required by the 2023 State of California, Department of Transportation, Standard Specifications, 2023 Edition (hereinafter referred to as Caltrans Specifications), or these Technical Specifications. Project work shall conform to the plans, project specifications, including these Technical Specifications, and the Caltrans Specifications. If any item of work or statement in the Technical Specifications or project plans conflicts with State Project Requirements, the State requirement shall prevail and be upheld by the Contractor.

The contract intent is to provide for work completion using the best general practices. Nothing in the specifications voids the Contractor's public safety responsibilities.

CHANGES AND EXTRA WORK

The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Change Order.

A Change Order is approved when the County signs the Change Order. Any proposed Change Order work

performed by the Contractor prior to obtaining permission or a signed Change Order from the County will not be reimbursed. Until the County approves a Change Order, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the Change Order before its approval.

Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Work-Character Changes

The County adjusts the unit price for an item if:

1. Ordered plan or specification change materially changes the character of a work item from that on which the bid item price was based.
2. Unit cost of the changed item differs from the unit cost of that item under the original plans and specifications.
3. No approved Change Order addresses the payment.

DIFFERING SITE CONDITIONS (23 CFR 635.109)

Contractor's Notification

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

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

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

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

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

Engineer's Investigation and Decision

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

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

5. CONTROL OF WORK

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Section 5, "Control of Work," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

GENERAL

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

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

Furnish the resources except County-furnished materials required to complete the work as described in the

Contract.

Contractor shall be responsible for all construction survey staking, as necessary for construction.

Work is subject to the County's inspection, sampling, and testing. The County's inspection, sampling, and testing do not relieve you of your responsibility to provide Quality Control (QC). Contractor shall provide QC for all work performed. This work consists of obtaining samples for process control testing, performing process control tests, providing quality control inspection, exercising management control to plan and implement construction processes that are systematic, consistent, and effective; ensuring that work conforms to the contract requirements; and documenting quality control activities and results.

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

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the County does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

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

INSPECTOR'S AUTHORITY

Inspectors are authorized to inspect work including preparation, fabrication or manufacture of materials for the project. The inspector is not authorized to alter or waive contract requirements, issue instruction contrary to the contract, act as foreman for the Contractor, or direct Contractor's operations. The inspector has authority to identify non-conforming work until the issue can be referred to and decided by the Engineer. The inspector may take necessary action to prevent imminent and substantial risk of death or injury including stopping work.

ENGINEER'S AUTHORITY

The Engineer makes the final decision on questions regarding the Contract, including:

1. Work quality and acceptability
2. Manner of performance of the work
3. Drawing and specification interpretation
4. Contract fulfillment
5. Time and progress rate
6. Measurement and payment

The Engineer has the authority to enforce or fulfill an order that you fail to fulfill promptly. Failure to enforce a Contract part does not waive enforcement of any Contract provision.

The Engineer may reject work that does not comply with the Contract at any time, including after a payment has been made.

SUBCONTRACTING

No subcontract releases you from the Contract or relieves you of your responsibility for a subcontractor's work.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor. For a list of debarred contractors, go to the Department of Industrial Relations' website.

If you violate Public Contract Code §4100 et seq., the County may exercise the remedies provided in Public Contract Code §4110. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code §4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.

Each subcontract must comply with the Contract.

The County encourages you to include a dispute resolution process in each subcontract.

Each subcontractor must have an active and valid:

1. State contractor license with a classification appropriate for the work to be performed (Bus & Prof Code §7000 et seq.)
2. Public works contractor registration number with the Department of Industrial Relations.

Submit copies of subcontracts upon request.

Upon request, immediately remove and do not again use a subcontractor who fails to satisfactorily prosecute the work.

SUBMITTALS

The Contractor shall provide an 'electronic file' of submittals for each of the following items to the Engineer:

1. Construction Schedule
2. Proposed Traffic Control
3. Pavement Marking Paint and glass beads Product Specifications and Certificates of Compliance
4. Subcontracts, as requested
5. Certified Payroll
6. Other materials specifications, Certificates of Compliance, and informational submittals, as requested

The Engineer reserves the right to require additional submittals from the Contractor that are not specifically identified above. If so requested, the Contractor shall provide the Engineer with an 'electronic file' of any additional submittals.

CONSTRUCTION

Work shall progress only after engineer's approval of the Construction Schedule Submittal. The construction schedule shall include consideration for local events and holidays. Many of these events have set up times and clean up times that must also be avoided, before and after said event. We have included dates below for local events in the year 2024 between April and November. If any construction occurs outside that time frame, there may be additional block-out dates. Refer to <https://www.monocounty.org/things-to-do/events/> for the most current list of events planned for each community. Based on local events the following are general block-out dates:

- Memorial Day (May 27)
- 4th of July (July 3 – July 5)
- June Lake Triathlon (August 14-18)
- Labor Day (September 2)

- Eastern Sierra ATV/UTV Jamboree 2024 (September 17 – 21)

The engineer may increase or decrease block-out dates for local events. During the duration of local events, work can continue in unaffected regions.

Inform all staff / labor that will be performing work on the project of prevailing wage requirements and worker’s rights during construction. All staff shall be informed of their designated state prevailing wage based on their job classification prior to the start of onsite construction. Follow all labor compliance and Equal Employment Opportunity as required in the construction contract. Certified payroll shall be uploaded to the Department of Industrial Relations, as required, and submitted to Mono County concurrently.

No equipment or construction materials shall be stored or staged within the traveled way. The Contractor shall coordinate with Mono County regarding establishment and operation of storage and staging areas.

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

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

24 Hour Contact Number – The Contractor shall assign a Project Superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff’s Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall post a notice of construction at each construction location in the relevant community. No parking signs with dates of construction shall be posted, as necessary on each road. In addition, Contractor shall notify applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor’s superintendent and the Mono County Department of Public Works. Notice shall state that access to and from their property will be maintained on all roads during construction.

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

Mono County Sheriff’s Department	760 932-7549
Southern California Edison	760 924-4810

NONCOMPLIANT AND UNAUTHORIZED WORK

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

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

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

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

Survey Monuments

Protect survey monuments on and off the roadway. Notify the County Engineer of any survey monuments within the construction areas.

RECORDS

Record Retention

Retain project records from bid preparation through

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to subcontractors and suppliers
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

Record Inspection, Copying, and Auditing

Make your records available for inspection, copying, and auditing by State representatives for the time frame listed above. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives for the same period. Before Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier of the date when the audit is to start.

Cost Accounting Records

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Change order work other than extra work. Distinguish this work by:
 - 2.1. Bid item prices
 - 2.2. Force account
 - 2.3. Agreed price
3. Extra work. Distinguish extra work by:
 - 3.1. Bid item prices
 - 3.2. Force account
 - 3.3. Agreed price
 - 3.4. Specialist billing
4. Work performed under potential claim records
5. Overhead
6. Work performed by subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and copies of the corresponding vendors' invoices
3. Direct cost of labor

4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:
 - 6.1. Size
 - 6.2. Type
 - 6.3. Identification number
 - 6.4. Hours operated

Maintain separate records for change order work costs.

FINAL INSPECTION AND CONTRACT ACCEPTANCE

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

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

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

GUARANTEE

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

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

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

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

The Department does not pay for corrective work.

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

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

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

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

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

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

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

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

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

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

PAYMENT

There is no separate payment for CONTROL OF WORK.

6. CONTROL OF MATERIALS

All work performed in connection with CONTROL OF MATERIALS shall conform to the provisions in Section 6, "Control of Materials," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

GENERAL

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Caltrans Specifications Section 6, "CONTROL OF MATERIALS".

Select sources and submit acceptable material. If possible, submit material source information on or before the preconstruction meeting. Notify the Engineer of proposed sources prior to delivery to the project to expedite material inspection and testing. Do not incorporate materials requiring submittal into the work until approved.

Material may be approved at the source of supply before delivery to the project. Approval of material source does not constitute acceptance of material submitted from the source. If an approved material source fails to supply acceptable material during the life of the project, further use of that source may be denied.

Store materials and samples in a way that preserves the quality and facilitates prompt inspection. Stored material approved before storage may again be inspected before use in the work. Do not use private property for storage without written permission of the owner or lessee. Submit copies of agreements and documents.

Material incorporated into the work must be new.

QUALITY ASSURANCE (QA)

Quality assurance includes all activities used to (1) provide an overall level of quality for the project and (2) determine compliance with the Contract documents.

Quality control includes sampling, testing, and inspections performed under your QC program to (1) control material quality and (2) ensure the specified quality characteristics for the project are met.

County acceptance includes sampling, testing, and inspections performed by the County to verify compliance with the Contract. Refer to Mono County's Quality Assurance Program included in the Project Manual and Appendix A, Table 1, *Long Valley Streets Project, Schedule of Minimum Sampling and Testing for Acceptance*, included herein, for project specific QA requirements.

COUNTY ACCEPTANCE

The County may use multiple acceptance methods for a material.

Specifications in sections titled "County Acceptance" do not include all requirements on which the County makes its acceptance.

The County may inspect, sample, and test materials for compliance with the Contract at any time.

Allow the County to record, including photograph and video, to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the County performs.

Schedule work to allow time for the County's inspection, sampling, and testing.

The County deducts testing costs for work that does not comply with the Contract.

The County may retest material previously tested and authorized for use. If the County notifies you of a retest, furnish resources for retesting.

Job Site Inspection and Testing

If a material is to be inspected or tested at the job site, the material must be authorized for use before it is incorporated into the work.

Certificates of Compliance

Where a certificate of compliance is specified and if any material is produced outside the United States.

Submit a certificate of compliance:

1. Before the material is incorporated into the work
2. For each lot of the material. Identify the lot on the certificate
3. Signed by the producer of the material and stating that the material complies with the Contract

QUALITY CONTROL

Develop, implement, and maintain a Quality Control program.

Prepare and maintain QC records, including:

1. Names and qualifications of:
 - 1.1. Samplers
 - 1.2. Testers
 - 1.3. Inspectors
2. Testing laboratories' identification and certifications
3. Testing equipment calibrations and certifications
4. Inspection reports
5. Sampling and testing records organized by date and type of material
6. Test results with comparison of quality characteristic requirements
7. Test results in relation to action and any suspension limits
8. Records of corrective actions and suspensions

Within 24 hours, notify the Engineer of any noncompliance identified by your QC program.

Allow the County access to all QC records.

Submit QC test data and QC test results within 2 business days of test completion.

Quality Control Manager:

The QC manager must be responsible directly to you for the quality of the work, including materials and workmanship performed by you and your subcontractors.

The QC manager must be your employee or must be hired by a subcontractor providing only QC services. The QC manager must not be employed or compensated by a subcontractor or by other persons or entities hired by subcontractors who will provide other services or materials for the project.

Notify the Engineer of the name and contact information of the QC manager.

PAYMENT

There is no separate payment for CONTROL OF MATERIALS.

7. RESPONSIBILITY TO THE PUBLIC

All work performed in connection with RESPONSIBILITY TO THE PUBLIC shall conform to the provisions in Section 7, "Responsibility to the Public," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

PUBLIC CONVENIENCE

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

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

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

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

PUBLIC SAFETY

You are responsible to provide for public safety.

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

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

Move workers, equipment, and materials without endangering traffic.

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

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

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

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

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

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

1. Creates a hazard to the public
2. Obstructs traffic control devices

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

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

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

PAYMENT

There is no separate payment for RESPONSIBILITY TO THE PUBLIC.

8. PROSECUTION AND PROGRESS

PROSECUTION AND PROGRESS shall conform to the provisions in Section 8, "Prosecution and Progress," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

GENERAL

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

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

SUBMITTALS

Construction Schedule

TIME

Complete the work within the Contract time.

Meet each specified interim work-completion date.

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

The Weekly Statement of Working Days form shows:

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

Delays

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

Time Adjustments

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

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

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

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

Payment Adjustments

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

LIQUIDATED DAMAGES

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

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

Liquidated damages for this project are \$3,600.00 per day.

MOBILIZATION

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials, supplies and incidentals to and from the project site. Mobilization includes the obtaining of permits, insurance, and bonds.

PAYMENT

There is no separate payment for PROSECUTION AND PROGRESS.

The contract LUMP SUM (LS) price paid for "MOBILIZATION" shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, bonding, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract.

9. PAYMENT

PAYMENT shall conform to the provisions in Section 9, "Payment," of the 2023 Caltrans Standard

Specifications and these Technical Specifications.

PAYMENT SCOPE

The County pays you for furnishing the resources and activities required to complete the work. The County's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work.
2. Permits, licenses, agreements, certifications, or any combination of these and taxes.
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work.

The County does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item.
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment.

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item.

ELIMINATED ITEMS

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

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

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

12. TEMPORARY TRAFFIC CONTROL

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in the 2023 Caltrans Standard Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

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

Accommodate traffic according to the MUTCD, the approved traffic control plan, and this section.

CONSTRUCTION

Perform work in a manner that ensures the safety and convenience of the public and protects residents and property adjacent to the project. Accommodate public traffic on roads adjacent to and within the project

until the project is accepted as complete.

Assign flaggers to:

1. Control traffic
2. Warn the public of any dangerous conditions resulting from the work activities
3. Provide for the passage of traffic through the work as specified for the passage of traffic for public convenience and public safety

Maintain flagging apparel, traffic control devices, and equipment for flaggers in good repair.

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

Except for temporary interruptions approved by the Engineer, Contractor shall maintain property owner access to their property over both walkways and driveways at all times. Temporary interruption to property access shall be minimized to the extent possible.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage along sidewalks, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic in each direction of travel except for single direction traffic control with flaggers as approved by the Engineer. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed as approved by the Engineer.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

SUBMITTALS

Temporary Traffic Control Plan (TTC). The TTC shall identify the temporary traffic control method and equipment that will be used to route traffic around paint striping operation and shall be submitted for approval prior to the start of construction. If applicable, the TTC shall include the relevant CT Standard Plan T-sheet(s).

PAYMENT

The contract price paid per LUMP SUM (LS) for "TEMPORARY TRAFFIC CONTROL" shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing and submitting the required traffic control plans, and providing construction and detour signs, flaggers, pilot car, and the installation and subsequent removal of signing, and

for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

15. EXISTING FACILITIES

All work performed in connection with EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Facilities," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

CONSTRUCTION

Existing underground utility lines are not shown on the plans. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

Not all existing overhead utility lines are not shown on the plans. The contractor shall take all precautionary measures necessary to protect overhead utility lines and protect workers and pedestrians during construction operations.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation.

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

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

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as shown on the plans and as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only by a registered Land Surveyor in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

PAYMENT

Full compensation for EXISTING FACILITIES and for preservation of existing survey monuments, utilities, manholes, and valves, except those noted on the plans as requiring replacement and paid for separately, shall be considered as included in the contract prices paid for the various items of work, and no additional

compensation will be allowed therefor.

84. MARKINGS

This work shall consist of application and construction of painted pavement striping and markings including applying paint and glass beads. Equipment, mixing, surface preparation, application, and tolerances for furnishing and applying traffic striping and pavement markings shall conform to Section 84, "Markings" of the 2023 Caltrans Standard Specifications and these Technical Specifications.

TRAFFIC STRIPES AND PAVEMENT MARKINGS

DEFINITIONS

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

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

SUBMITTALS

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

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

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

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

QUALITY ASSURANCE

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

Any markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

MATERIALS

Traffic stripes and pavement markings must be retroreflective. Within 30 days of applying traffic stripes and pavement markings, the retroreflectivity of the stripes and markings must be a minimum of $250 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for white and $125 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for yellow when measured under ASTM E1710.

Paint

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

Paint Specifications

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

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

Glass Beads

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

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

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

CONSTRUCTION

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

A completed traffic stripe must:

1. Have clean, well-defined edges without running or deformation
2. Be uniform
3. Be straight on a tangent alignment and on a true arc on a curved alignment

The width of a completed traffic stripe must not deviate from the width shown by more than 1/4 inch on a tangent alignment and 1/2 inch on a curved alignment.

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of each section of broken traffic stripe so that a normal striping machine can repeat the pattern and superimpose successive coats on the applied traffic stripe.

A completed pavement marking must have well-defined edges without running or deformation.

Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry.

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

Surface Preparation

Use mechanical wire brushing to remove dirt, contaminants, and loose material from the pavement surface that is to receive the traffic stripe or pavement marking.

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

Application of Stripes and Markings

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

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

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

Apply a traffic stripe or a pavement marking only to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

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

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

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

Painted Traffic Stripes and Pavement Markings

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

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

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

The striping machine must:

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

Air-atomized spray equipment must:

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

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

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

For a new surface, except for the black stripe between the 2 yellow stripes of a double traffic stripe, apply traffic stripes and pavement markings in 2 coats. The 1st coat of paint must be dry before applying the 2nd coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 6-inch-wide yellow stripes of a double traffic stripe.

If the two 6-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

Apply each coat of paint for any traffic stripe in 1 pass of the striping machine, including the glass beads, regardless of the number, width, and pattern of the individual stripes. Do not paint traffic stripes and pavement markings if:

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

On 2-lane highways:

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

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

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

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

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

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

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

PAYMENT

Payment quantity for each county road 6" RIGHT EDGELINE (PAINT) striping is paid by the linear foot (LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe along each side of the road and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans and/or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.



DEPARTMENT OF PUBLIC WORKS

QUALITY ASSURANCE PROGRAM (QAP)

For Mono County projects off the State Highway System (SHS)

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QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: County of Mono

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes to the testing and sampling frequencies or to the test methods.

I. DEFINITION OF TERMS

Acceptance Testing (AT)— Sampling and testing, or inspection, to determine the degree of compliance with contract specification requirements.

CT— California Department of Transportation (Caltrans)

Certificate of Compliance — A signed document from the materials manufacturer committing that the delivered goods meet the contract specifications

Independent Assurance Program (IAP)— Verification that AT is being performed correctly by certified testers using qualified laboratories and calibrated equipment.

Material Acceptance Program – Sampling, Testing, inspection, and certification of project materials to determine compliance with contract specifications. Materials shall be accepted by one or more of the following methods, as allowed for in this document and the contract specifications: Acceptance Testing, Manufacturer’s Certificate of Compliance, Source Inspection, or Field Inspection.

Quality Assurance Program (QAP)— A sampling, testing, and inspection program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the Materials Acceptance Program and the Independent Assurance Sampling and Testing Program (IAP).

Source Inspection– Sampling, testing, and/or inspection of manufactured or prefabricated structural materials at a location other than the job site, generally at the manufactured location.

II. MATERIALS ACCEPTANCE PROGRAM

Material incorporated into the work shall be accepted by one or more of the following methods, as specified in this document and the contract specifications:

1. Field Sampling and Acceptance Testing
2. Manufacturer’s Certificate of Compliance (with attachments if required)
3. Source Inspection and Testing
4. Visual Inspection (for minor quantities)

A. Field Sampling and Acceptance Testing (AT)

General:

1. Acceptance sampling and testing shall be performed by certified materials personnel.
2. Acceptance testing will be performed utilizing accredited materials laboratories and properly calibrated equipment.
3. Certifications and accreditations shall be specific to the tests being performed.
4. A Materials Testing Results Log shall be maintained for any test method performed more than once on a project.
5. The test results for materials incorporated into the work shall be in compliance with the contract specifications.

6. Actions taken regarding material with failing test results will be fully documented, including details documenting remove/replace, rework/re-test, and deduction/Construction Change Order (CCO).
7. Justification shall be provided for any failing material allowed to remain in place.

Sampling and Testing Locations and Frequencies:

1. Sample and testing locations and frequencies shall be in accordance with the contract specifications.
2. If not specified in the contract documents, sampling and testing locations and frequencies shall be as shown in **Attachment No. 1, Acceptance Sampling and Testing Frequency Table**.
3. When sampling products such as Portland cement concrete, cement-treated base, hot mix asphalt, or similar materials; the time of such sampling shall be varied with respect to the time of the day, insofar as possible, in order to avoid a predictable sampling routine.

Acceptance Test Methods:

The test methods used shall be as specified in the contract documents.

For a material specified to comply with a property shown in the following table, the Agency tests under the corresponding test shown:

Test Property	Test
Relative compaction	ASTM D1557, D6938, D2950, CT 375
Sand equivalent	CT 217
Resistance (R-value)	CT 301
Gradation (sieve analysis)	CT 202 (Soils), AASHTO T11, T27 (HMA)
Durability index	CT 229
Cleanness Value	CT 227

Acceptance Testing Laboratory:

1. A consultant materials laboratory shall be used to perform acceptance testing. The consultant laboratory used may vary by project.
2. The materials laboratory shall be under the responsible management of a California Registered Engineer (“Engineer”) with experience in sampling, inspection, and testing of construction materials.
3. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer’s supervision.
4. Laboratories shall be properly accredited.
5. Laboratory testing personnel shall be appropriately certified.
6. Testing equipment shall be properly calibrated.
7. Laboratories shall comply with Section III., *Independent Assurance Program*, of this document.

Reporting Acceptance Testing Results:

Test results shall be reported to the Resident Engineer (RE) as soon as possible (as shown in the table below), by email or telephone.

Copies of complete material test result reports, including data and calculation sheets, shall be provided to the RE in accordance with the following timetable:

Timetable for Providing Full Test Results to the Resident Engineer

<i>If the material is sampled...</i>	<i>And the test performed is...</i>	<i>Submit to the RE within...</i>
at the material plant	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	24 hours
at the job site	Compaction and/or maximum density	24 hours
	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	72 hours
	R value, or	96 hours
	Asphalt extraction	

Acceptance Testing Summary Logs

1. The RE shall maintain a testing summary log for each test method performed more than once on the project (ASTM 1557, etc.), and by salient feature (structure backfill, subgrade, etc.)
2. The logs shall be used by the RE to track that acceptance tests are performed at the required frequencies, that tester certifications are on file, and that all failing tests have been mitigated.
3. *Testing Log Summary*, LAPM Exhibit 16-Z2 or equivalent shall be used for applicable log summaries. The Log Summary must include test location, date tested, name of tester, test name/ID number of test performed, results, resolution of failing test results, and quantity of materials represented by test, if applicable.

B. Manufacturer's Certificate of Compliance

General:

1. Various manufactured materials may be accepted for incorporation into the work without sampling or testing, on the basis of a certificate from the manufacturer.
2. Where required by the contract specifications, the contractor shall submit a certificate of compliance.
3. Where required by the contract, the contractor shall *attach test data or other documents* to the certificate of compliance. The RE is responsible for ensuring that a COC is furnished with each lot of these materials delivered to the site, and the accepted COC must be documented in the inspector's daily report and kept in the project files.
4. The RE may perform sampling and testing on such materials at any time.
5. Certificates of compliance shall:
 - Be submitted by the Contractor before the material is incorporated into the work;
 - Accompany the material to the job site;
 - Identify the lot (or heat) number for each lot delivered which matches tags affixed or stenciled to the materials;
 - Include the contract number and/or project number;
 - Include test data and other documents if required;
 - State that the material complies with the contract specifications; and

- Be signed by the producer of the material.

List of Materials Accepted by Certificate of Compliance:

A list of materials that can be accepted on the basis of certificates of compliance during construction is found in the current Local Assistance Procedure Manual (LAPM) forms, Exhibit 16-T1, *Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications*. This list may be supplemented or amended by the contract Special Provisions or Technical Provisions. All certificates of compliance shall conform to the requirements of the contract specifications.

C. Source Inspection and Testing

1. Some manufactured or pre-fabricated structural materials will be inspected or tested prior to arrival at the jobsite, generally at the manufacturer's location (source inspected).
2. Structural items categorized as "catastrophic consequences of failure" or "significant safety concern" may be source inspected. Materials that might be source inspected include structural steel, precast prestressed concrete girders and pilings, RCP greater than 60", joint seals, bearing pads, lighting and signal poles, sign structures, and electrical items.
3. The RE may reject source inspected material at the job site if deemed unacceptable. For example:
 - Material damage in shipment or installation.
 - Defective material (source inspection is usually a random sampling and may not have checked 100% of the material).
4. A consultant materials laboratory, qualified to perform the applicable testing, will be used to perform source inspection and testing. The consultant laboratory used will vary by project.

D. Visual Inspection (Acceptance of Minor Quantities Without Testing)

General

Relatively minor quantities of construction materials may be accepted without testing if the following three conditions are met:

1. Visual examination of the material is performed.
2. The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
3. The manufacturer (or supplier in the case of HMA or concrete) provides certification that the material furnished complies with the contract specifications.

Approximate quantities that may be accepted by visual inspection:

- *Aggregates* other than for use in Portland Cement Concrete, not to exceed:
 - 100 tons per day, nor
 - 500 tons per project
- *Bituminous mixtures* (example: HMA), not to exceed
 - 50 tons per day.
 - If project total is less than 1,000 tons, sample at engineer's discretion
- *Bituminous material* (example: Liquid Asphalt), not to exceed:
 - 100 gallons per project

III. INDEPENDENT ASSURANCE PROGRAM (IAP)

The IAP shall verify:

- Sampling and testing procedures are being performed correctly; all testing equipment is in good condition and properly calibrated; and
- All AT performed on the project uses a qualified laboratory and certified testing personnel.
- IAP shall be performed on every type of materials test required for the project.

A complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the agency when unresolved discrepancies related to poor correlation between acceptance tester's results and other test results occur.

A. Laboratory to Perform Independent Assurance (IA) Testing and Duties

1. The IAP, including certification of testers and qualification of lab, shall be executed by a consultant who is different from AT consultant.
2. IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory.
3. IA shall be performed on every type of materials test required for the project or as directed by the Resident Engineer.
4. IAP samples and tests shall not be used for determining compliance with contract requirements.

B. Laboratory Accreditation

1. The AT materials laboratory shall participate and comply with one or more of the following Correlation Testing Programs:
 - AASHTO Materials Reference Laboratory (AMRL)
 - Cement and Concrete Reference Laboratory (CCRL)
 - Caltrans' Reference Samples Program (RSP)
2. The AT laboratory Accreditation shall occur annually.
3. A copy of the current laboratory qualification shall be kept in the project records.

C. Tester Certification

1. Sampling and testing personnel shall be certified by one or more of the following Personnel Certification Programs:
 - CT Materials Engineer and/or CT METS IA Representative (for CT tests only) and Joint Certification Testing Program (JCTP)
 - Nationally recognized organizations such as the American Concrete Institute
 - National Institute of Certification of Engineering Technologies
 - Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
2. Proficiency tests is part of IA program and shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests (CT202, CT 217, CT 227, respectively).
3. A copy of each tester's current and applicable certifications shall be kept in the project files.

D. Equipment Certification / Calibration

1. Laboratory testing equipment shall comply with the following:
 - Be capable of performing the tests required.
 - Be in good working order.

- Be calibrated
- Be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology.
- Have a decal firmly affixed to each piece of equipment showing the date of the last calibration.

IV. CERTIFICATION OF PROJECT MATERIALS

The Resident Engineer shall complete and sign Exhibit 17-G, "Materials Certificate" of the Local Assistance Procedures Manual (LAPM) upon completion of a federal-aid project.

The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records.

All materials incorporated into the work which did not conform to specifications must be explained and justified on the Materials Certificate, including changes by virtue of change order. The original is submitted to the DLAE in the Report of Expenditures and a copy is placed in the project file..

The form shall be filed in the project records.

All material records of samples and test, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary" Caltrans Exhibit 16-Z2, or equivalent, facilitates reviews of material sampling and testing by Caltrans and FHWA and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

V. PROJECT QAP RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project, each project shall have the following quality assurance documents on file:

- Copy of Quality Assurance Program
- Certificates of Proficiency-Testers and Samplers
- Certificates of Accreditation of Testing Lab
- Acceptance Testing Log Summary and Test Results
- Notice of Materials to be Used (LAPM Exhibit 16-I, or equivalent)
- Certificates of Compliance and Buy America Certificates
- Source inspection records and report, if applicable
- Materials Certification (LAPM Exhibit 17-G)

In accordance with the County's adopted records retention policy, all project records shall be available for inspection by auditors and reviewers at any time during the project and for at least three years after final project voucher date by Caltrans.

VI. ATTACHMENTS

Attachment 1: Acceptance Sampling and Testing Frequencies

APPROVED BY:



A handwritten signature in black ink, appearing to read "Kalen Willam Dodd".

(Signature)

Date: February 5, 2024

NAME: Kalen Dodd
(Print)

TITLE: County Engineer

ACCEPTANCE SAMPLING AND TESTING FREQUENCY TABLE
(Projects off the State Highway System)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
Hot Mix Asphalt Asphalt Concrete	Sieve Analysis (Coldfeed, RAP)	CT 202 or AASHTO T27, AASHTO T11,	Minimum 1 per day for placement of 500 tons or more per day	Coldfeed / RAP at Batch Plant during production of HMA per CT 125
	Sand Equivalent	CT 217 or AASHTO T176		
	Theoretical Maximum Specific Gravity and Density	CT 309 or AASHTO T209	Minimum 1 per day for placement of 500 tons or more per day	Random Location per CT 125
	Asphalt Binder Content	CT 382 or AASHTO T308		
	HMA Moisture Content	CT 370 or AASHTO T329		
	In-Place Density and Relative Compaction	ASTM D2950, CT 375	Minimum of 1 test per 500 tons; Minimum of 1 test per Lot	In-place during final compaction at randomly determined locations
	Asphalt Binder	NA	Sample 1 Min per day for production of 500 tons or more per day; No testing required unless directed by Engineer	At Batch Plant per CT 125
	Stabilometer	CT 366, ASTM 1560	At Engineer's discretion	Per CT 125 and/or CT 304
	Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt	CT 375, CT 308 or AASHTO T275	At Engineer's discretion	At randomly determined Project Location
	Smoothness	12-foot Straightedge	As necessary to confirm contract compliance	Final pavement surface

Material	Property or Characteristic	Test Method*	Frequency	Sampling Point
Portland Cement Concrete (Structural)	Making and Curing Concrete Cylinders	ASTM C31 or CT 540	Minimum 1 set of 5 cylinders per 100 cubic yards of concrete	Per ASTM C172 or CT 539
	Temperature	ASTM C1064 or CT 557	1 per sample	Per ASTM C172 or CT 539
	Slump	ASTM C143 or CT 556	1 per sample	Per ASTM C172 or CT 539
	Air Entrainment	ASTM C231 or CT 504	Minimum 1 per sample if concrete mix design specifies air entrainment	Per ASTM C172 or CT 539
	Unit Weight	ASTM C138 or CT 518	1 per sample	Per ASTM C172 or CT 539
	Compressive Strength	ASTM C39 or CT 521	7 days and 28 days**	NA

* American Concrete Institute (ACI) provides certification to perform the relevant ASTM test methods and practices for concrete.

** If the concrete mix design contains fly ash or other pozzolan with specified strength greater than 3,600 psi, frequency shall be 7 days and 42 days or 7 days and 56 days depending on mix design.

ACI - American Concrete Institute
AASHTO - American Association of State Highway and Transportation Officials
ASTM - American Society for Testing and Materials
CT - Caltrans Test Method

ACCEPTANCE SAMPLING AND TESTING FREQUENCY TABLE
 (Projects off the State Highway System)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
Excavation / Embankment	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	Subgrade	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts
Imported Borrow				
Aggregate Base	Maximum Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Per CT 125
Subbase	Sieve Analysis	CT 202 or ASTM C136, ASTM C117	Minimum 1 per material/type	
	Asphalt Grindings	Sand Equivalent		
	Durability Index	CT 229 or ASTM D3744	At Engineer's Discretion	
	R-Value	CT 301 or ASTM 2844		
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938, ASTM 2922 or CT 231	Minimum 1 test per 5000 square feet of work area; Minimum one test per Lot	In-Place Compacted Aggregate
Structure Backfill	Sieve Analysis	CT 202 or ASTM C136, ASTM C117	Minimum 1 per material/type	Per CT 125
	Sand Equivalent	CT 217		
		R-Value	CT 301 or ASTM 2844	At Engineer's Discretion
Select Backfill	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts	Compacted lift or subgrade

ASTM - American Society for Testing and Materials
 CT - Caltrans Test Method

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SECTION IV

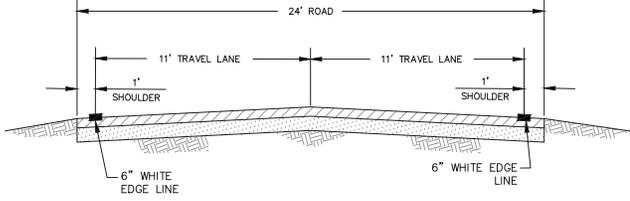
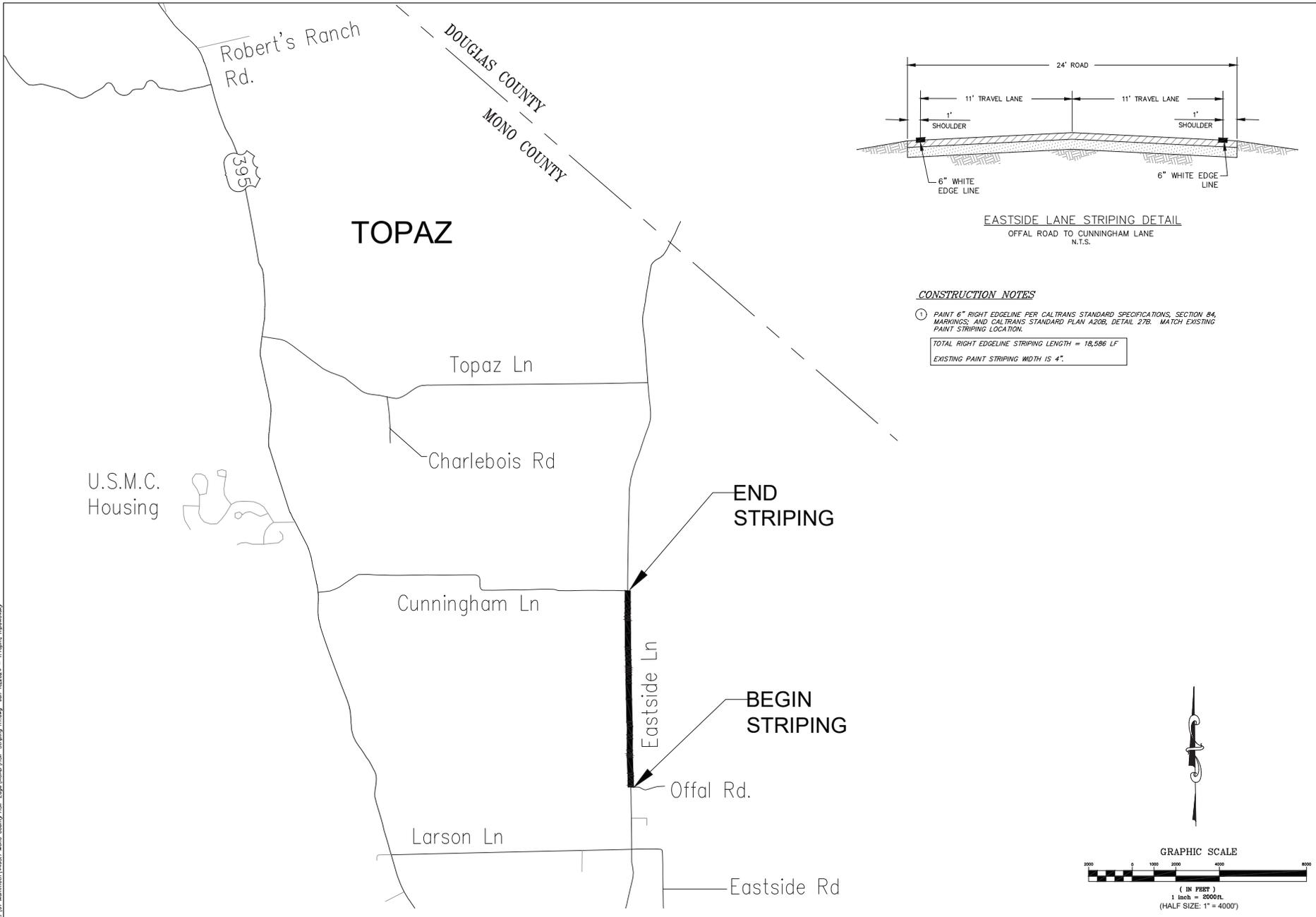


PROJECT PLANS

Right Edgeline Striping Project

Project No. 9320

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EASTSIDE LANE STRIPING DETAIL
OFFAL ROAD TO CUNNINGHAM LANE
N.T.S.

CONSTRUCTION NOTES

- ① PAINT 6" RIGHT EDGELINE PER CALTRANS STANDARD SPECIFICATIONS, SECTION 84 MARKINGS; AND CALTRANS STANDARD PLAN A206, DETAIL 276. MATCH EXISTING PAINT STRIPING LOCATION.
- TOTAL RIGHT EDGELINE STRIPING LENGTH = 18,586 LF
EXISTING PAINT STRIPING WIDTH IS 4".

t h a
trud/holmes assoc.
civil engineering
land surveying
MAMMOTH LAKES
BISHOP
REDWOOD CITY

PREPARED & SUBMITTED BY:
THOMAS A. P. TAYLOR
REGISTERED PROFESSIONAL ENGINEER
NO. C 1633
STATE OF CALIFORNIA
DATE: 01/16/2024

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REVISIONS:	BY:

PREPARED FOR:
MONO COUNTY DEPARTMENT OF PUBLIC WORKS
POST OFFICE BOX 457
144 NORTH 2000S STREET
MAMMOTH, CALIFORNIA 93917

MONO COUNTY RIGHT EDGE LINE STRIPING PROJECT
EASTSIDE LANE (OFFAL RD TO CUNNINGHAM LN)
MONO COUNTY, STATE OF CALIFORNIA

DATE: 01/16/2024
SCALE: AS NOTED
DRAWN: MYP
JOB NO.: 01.4457
DWG: C5
SHEET 5 OF 5

GRAPHIC SCALE
0 1000 2000 4000 8000
(IN FEET)
1 inch = 2000ft.
(HALF SIZE: 1" = 4000')

Z:\07 Mammoth\4457 Mono County\05P Edge Line\05P Striping Plan.dwg Jan 16, 2024 - 1:10pm, mpanosky



R24-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS, STATE OF CALIFORNIA,
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 00000A488 UNDER
ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5497S21
FOR THE MONO COUNTY RIGHT EDGELINE STRIPING PROJECT
STATE PROJECT NO. HSIPSL 5947(070)**

WHEREAS, consistent with Highway Safety Improvement Program (HSIP) Guidelines, Mono County has been allocated State funds to be utilized for the installation of right-edgeline paint striping on Northshore Drive, Twin Lakes Road, Eastside Lane (from Offal Road to Cunningham Lane) and Topaz Lane; and,

WHEREAS, the Mono County Right Edgeline Striping Project was programmed in Cycle 10 of the HSIP program in 2020, and has been included in the 5-Year Road Capital Improvement Program as a priority road safety project; and,

WHEREAS, in order to receive said funding, the County must approve and process a “Program Supplement Agreement” and designate a County Official to execute and process said documents.

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

SECTION ONE: The Board of Supervisors has reviewed and hereby approves Program Supplement Agreement No. 00000A488 for the Mono County Right Edgeline Striping Project and hereby adopts and incorporates Program Supplement Agreement No 00000A488 into the existing Administering Agency – State Agreement for State Funded Projects No. 09-5947S21 which was executed July 28, 2021; and,

1 **SECTION TWO:** The Mono County Director of Public Works is hereby designated as
2 the County Official authorized to execute and process the afore-referenced documents; and to
3 execute and process future requests of this nature which will lead to the timely reimbursement of
4 County funds associated with this project.

5
6 **BE IT FURTHER, RESOLVED,** that the Mono County Board of Supervisors
7
8 **PASSED, APPROVED** and **ADOPTED** this 16th day of April 2024, by the following vote, to
9 wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**

14 /
15 //
16 ///
17 ////

18
19 _____
20 John Peters, Chair
21 Mono County Board of Supervisors

22 **ATTEST:**

23 **APPROVED AS TO FORM:**

24
25 _____
26 Clerk of the Board

27 _____
28 County Counsel

PROGRAM SUPPLEMENT NO. 00000A488
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 09-5947S21

Adv. Project ID 0924000041
Date: March 13, 2024
Location: 09-MNO-0-CR
Project Number: HSIPSL-5947(070)
E.A. Number:
Locode: 5947

This Program Supplement, effective _____, hereby adopts and incorporates into the Administering Agency-State Agreement No. 09-5947S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 07/28/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 24-_____ approved by the ADMINISTERING AGENCY on 04/16/2024 (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Twin Lakes Rd, Northshore Dr, Eastside Ln (Offal Rd to Cunningham Ln), Topaz Ln

TYPE OF WORK: Road Related - Other **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$319,556.00	\$250,000.00		\$69,556.00	\$0.00

COUNTY OF MONO

By _____
Title Chair, Mono County Board of Supervisors
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jamie Yee **Date** 3/15/2024 **\$250,000.00**

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

09	Mono County
-----	-----
District	Administering Agency

Agreement No. 09-5947S21

This AGREEMENT, is entered into effective this 28th day of July, 2021, by and between the Mono County, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P),

preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and

usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.
5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.
7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.
8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the

form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-

party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this

AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c)

otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
By Daniel Bui
HQ Area Engineer
Chief, Office of Project Implementation
Division of Local Assistance

Date 7/28/2021

Mono County
By Tony Dublino
Tony Dublino - Public Works Director
Mono County
Representative Name & Title
(Authorized Governing Body Representative)
Date 07/27/2021

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right

to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

**BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517**

*Scheereen Dedman
760-932-5408
sdedman@mono.ca.gov
Acting Clerk of the Board*

*VACANT
Assistant Clerk of the Board*

**REGULAR MEETING of
July 6, 2021**

**MINUTE ORDER
M21-149
Agenda Item 5F**

TO: Public Works Engineering
SUBJECT: Long Valley Streets Project

- 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 less than or equal to allotted project funds of \$2,550,000.
- 3) Authorize the Public Works Director, in consultation with County Counsel, to administer that 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.
- 4) Authorize the Public Works Director to reject all bids if no bid is received that is less than or equal to allotted funds.

Corless motion. Peters seconded.
Vote: 5 yes, 0 no
M21-149



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: Public Works

TIME REQUIRED

SUBJECT Mono County Systemic Safety Curve
Signage Project

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Authorization to Bid and Award the Mono County Systemic Safety Curve Signage Project; State Project No. HSIPSL-5947(069)

RECOMMENDED ACTION:

(1) Approve the attached bid package and authorize the Public Works Department to advertise. (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 less than or equal to available project funds. (3) Authorize the Public Works Director, in consultation with County Counsel, to administer that 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, and do not cause spending on the project to exceed the budgeted authority.

FISCAL IMPACT:

Total programmed state funding for construction is \$198,500 in the Highway Safety Improvement Program (HSIP). State reimbursement is 100 percent funded with HSIP state funds; no local match is required. Based on the Preliminary Engineer's Cost Estimate of \$320,740, \$122,240 in local transportation funds (SB1 / RMRA) have been allocated to this project to supplement construction, if needed, and to provide funds for contingency and construction engineering. Exact costs will be based on actual bids received.

CONTACT NAME: Chad Senior

PHONE/EMAIL: 760 920-3496 / csenior@mono.ca.gov

SEND COPIES TO:

csenior@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Project Manual 5947\(069\)](#)

[Project Plans 5947\(069\)](#)

History

Time	Who	Approval
4/12/2024 8:48 AM	County Counsel	Yes
4/11/2024 12:48 PM	Finance	Yes
4/12/2024 11:13 AM	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: April 16, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Chad Senior, Associate Engineer
Re: Authorization to Bid and Award the Mono County Systemic Safety Curve Signage Project
State Project No. HSIPSL-5947(069)

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

Background:

This Highway Safety Improvement Program (HSIP) project will install curve warning signs and chevrons where applicable on Lower Rock Creek Road, Benton Crossing Road, Convict Lake Road, Lundy Lake Road, Twin Lakes Road, Eastside Lane, and Cunningham Lane. Existing curve signs will also be upgraded as part of the project. Authorization from the state to proceed with construction was obtained on March 12, 2024.

Discussion:

Upon Board of Supervisor approval, the project will be advertised for bid on Mono County's Bid Management System to begin construction in 2024. The project manual (contract documents, special provisions, technical specifications, project plans, etc.) is attached to this staff report for Board reference.

A Program Supplement Agreement (PSA) with Caltrans is forthcoming for this project. The signed agreement and necessary Board resolution will be placed on a future board agenda for execution. The PSA authorizes the State to disburse the appropriate funds necessary to reimburse the County for costs related to the Systemic Curve Signage Project. The project can be bid and awarded prior to execution of the PSA agreement; however, the signed PSA and resolution must be provided prior to invoicing for reimbursement of HSIP funds.

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

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

Respectfully submitted,

Chad Senior,
Associate Engineer

Attachments: Project Manual
Project Plans

PROJECT MANUAL
FOR
MONO COUNTY SYSTEMIC SAFETY CURVE
SIGNAGE PROJECT

Project No. 9319
State Project No. HSIPSL-5947(069)

MONO COUNTY, CALIFORNIA



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

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works

PO Box 457

74 North School Street

Bridgeport, California 93517

760.932.5440

April 2024

OPTIONAL PRE-BID CONFERENCE:

1:00 pm, Thursday May 9, 2024

Civic Center – Dana Room

1290 Tavern Road

Mammoth Lakes, California 93546

BID SUBMITTAL DEADLINE:

3:00 pm, Thursday May 16, 2024

Clerk of the Board of Supervisors

74 North School Street / P.O. Box 237

Bridgeport, California 93517

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CERTIFICATION PAGE

County of Mono, Department of Public Works
Systemic Safety Curve Signage Project
Project No. 9319

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

APPROVED BY:



01/05/2024

Date

Paul Roten
C56891
Public Works Director
County of Mono Department of Public Works
74 North School Street
Bridgeport, California 93517

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Project No. 9319*

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SECTION I



INVITATION FOR BIDS

Systemic Safety Curve Signage Project

Project No. 9319

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COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BIDS
SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
Project No. 9319

Notice is hereby given that the Mono County (“County”) Department of Public Works calls for bids from qualified General Engineering and sign installation contractors for the SYSTEMIC SAFETY CURVE SIGNAGE PROJECT (“Project”). The project is state funded under the Highway Safety Improvement Program (HSIP). The project will install new curve warning signs and chevrons, when applicable, on designated curve locations on the following Mono County maintained roads: Lower Rock Creek Road, Benton Crossing Road, Convict Lake Road, Lundy Lake Road, Twin Lakes Road, Eastside Lane, and Cunningham Lane. Existing curve warning signs will also be upgraded as part of the project.

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

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

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

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

The Project and all work must be completed within **thirty (30) working days** from the start date identified in the Notice to Proceed.

An **optional** pre-bid conference will be held at the County’s Dana Conference Room, Second Floor of the Mammoth Lakes Civic Center, 1290 Tavern Road, Mammoth Lakes, California 93546. Participants who wish to attend online remotely via the web may do so. Online web access to attend the meeting will be posted on the Mono County Bid Management System prior to the scheduled date. The optional pre-bid conference is scheduled for **1:00 pm Thursday May 9, 2024**. Site visits to project locations

will be scheduled in the afternoon by request. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, or any other reason, all plan-holders will be notified in advance.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **3:00 pm Thursday May 16, 2024 (“Bid Submission Deadline”)**.

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



Chad Senior
Associate Engineer
Mono County Department of Public Works

COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS

INSTRUCTIONS TO BIDDERS
SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
Project No. 9319

1. SECURING BID DOCUMENTS

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

2. PRE-BID CONFERENCE

An **optional** pre-bid conference will be held at the County’s Dana Conference Room, Second Floor of the Civic Center, 1290 Tavern Road, Mammoth Lakes, California 93546 to review the project scope and requirements. Interested parties may attend the meeting in person or online via Zoom. Information to join the meeting online will be posted on the County’s Bid Management System prior to the scheduled conference. The conference is scheduled for **1:00 pm, Thursday, May 9, 2024**. If requested, a field visit can be scheduled for the afternoon to visit project locations. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference or site visit for any reason, all plan-holders will be notified in advance.

3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

- A. For information not provided in the Project Manual, bidders shall refer to the Standard Plans or Standard Specifications.
- B. Should bidders find discrepancies in, ambiguities, or omissions from, the Project Manual, or should there be any doubt as to their meaning, they shall at once notify the Director of the Department of Public Works and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on the Mono County Bid Management System. Failure to raise any such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract. In the event that written addenda or bulletins of instructions are issued, all bidders will be required to acknowledge that they have reviewed and considered such addenda or bulletins in formulating their bids.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give

oral instructions, interpretations, or explanations of the Project Manual, and a submission of a bid constitutes agreement by a bidder that its representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder's attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

4. APPROXIMATE QUANTITIES

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

5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Systemic Safety Curve Signage Proposal Forms ("Proposal Forms") contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.
- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (contained herein on pages **BD-1 through BD-20**) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. After bid opening, the County will determine available funding, and, if it chooses to do so, the County will award a contract for construction of the project. For purposes of comparing bids and determining the apparent low bidder, the County will use the amount entered as the "**Bidder's Total Project Cost**" on page **BD-3** of the proposal forms.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidence that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- F. Bidders' attention is directed to the insurance and bond requirements described below and

as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.

- G. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning Buy America, Disadvantaged Business Enterprises, employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. This Project is not subject to Disadvantaged Business Enterprise (DBE) requirements. However, Mono County encourages DBE participation for this project.
- I. Proposal Forms (contained herein on pages **BD-1 through BD-20** and bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **SYSTEMIC SAFETY CURVE SIGNAGE PROJECT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.
- J. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Thursday, May 16, 2024** ("Bid Submission Deadline"). Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- K. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

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

7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the Bid Submission Deadline described above in Paragraph 5.I. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an

authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the bidder in preparing the bid shall not entitle the bidder to withdraw the bid subsequent to the County opening bid proposals.

8. AGREEMENT AND BONDS

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

9. OPENING OF BIDS

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

10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send

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

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

11. BID PROTEST PROCEDURE

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

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

Bidders may submit protests to the County by mail, facsimile (fax), or electronically. Protests submitted by mail (USPS, UPS, FedEx, Golden State Overnight, etc.) must be addressed and delivered to the Clerk of the Board of Supervisors, c/o Mono County Department of Public Works, Attn: Chad Senior, 74 North School Street, Post Office Box 237, Bridgeport, California, 93517. Protests submitted by facsimile (fax) must be sent to 760.932.5441. Protests submitted electronically should be emailed to Chad Senior at csejior@mono.ca.gov.

Bid protests must be submitted in and include the following information: (1) the name of the person or entity making the protest; (2) the name of the bid project; (3) a complete statement of all legal and factual grounds for the protest; (4) any documentation supporting the protestor’s grounds for the protest; and (5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to the Department of Public Works’ investigation and to provide any information requested by the Department of

Public Works. The Department of Public Works shall notify the protested bidder of any evidence reflecting upon his responsibility, afford the protested bidder an opportunity to rebut such evidence, and allow the protested bidder to present evidence in support of his qualifications to perform the contract. The Department of Public Works shall respond to the protesting party upon the conclusion of its investigation by providing the protesting party a statement of its conclusions and findings. Thereafter, the Director of the Department of Public Works shall make a recommendation to the Board of Supervisors regarding the bid protest.

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

12. AWARD OR REJECTION OF BIDS

- A. After expiration of the Bid Protest Deadline, the County may, in its discretion take any of the following actions: (1) Award a contract notwithstanding the filing of a bid protest; (2) refrain from awarding a contract pending resolution of any or all bid protests; or (3) otherwise proceed as it deems appropriate, including without limitation rejecting all bids received. Further, under Public Contract Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.
- B. If it chooses to award a contract, the County shall award the contract to the bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, any such contract will not be in force until it is approved and fully executed by the County and the successful bidder.
- C. Payment under any contract resulting from this Invitation for Bids will be consistent with the Sample Standard Agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.
- D. Contract award, if made, is anticipated to occur within two (2) weeks after the date of bid opening but could occur up to 60 days after said date. In such an event, all bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect.
- E. The County assumes no responsibility for any costs the bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

13. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the contract for the Project, which the successful bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within five (5) calendar days

following receipt of such contract and Notice of Intent to Award. Failure to do so by the successful bidder shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of a contract for the Project.

- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully-executed contract for the Project and acceptable bonding and insurance certificates are received by the County.
- D. The bid security of all bidders will be retained by the County until a contract for the Project is executed by the successful Bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the bidders whose proposals they accompanied.

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the successful bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project and related work will be held responsible for their work, which shall be subject to the provisions of the Project Manual and any contract executed pursuant to this Invitation for Bids.
- B. Each bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or Ten Thousand dollars (\$10,000.00), whichever is greater, of the bidder's bid.
- C. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No bidder whose bid is accepted shall, without consent of the Director of the Department of Public Works, do any of the following:
 - (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or

- (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Director of the Department of Public Works, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.

15. INTEREST IN MORE THAN ONE BID

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

16. COORDINATION WITH OTHER CONTRACTORS

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

17. SUBSTITUTIONS

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

18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as the Contractor, will be required to furnish a valid Mono County Business License issued by County's Office of the Treasurer prior to commencing the work. Additionally, a valid Mono County Business License shall be furnished for all subcontractors prior to beginning work.
- B. In order to be eligible for award of a contract for the Project, a bidder must possess either of the following classification(s) of contractor's license: (1) Class A – General

Engineering; or (2) C-45 Sign Contractor; or (3) equivalent license.

- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business and Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. All bidders, contractors, and subcontractors shall possess the appropriate licenses to cover the above advertised work. The County will verify that the successful bidder, as well as any contractor and any subcontractor, is appropriately licensed to perform Project work designated prior to awarding any contract pursuant to this Invitation for Bids.

19. LABOR REQUIREMENTS

The services and work to be provided by the successful bidder, as the Contractor for this Project, constitute a “public work” within the meaning of Labor Code sections 1720 and 1720.3. Accordingly, as required by Labor Code section 1771, the successful bidder, as the Contractor, and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages (“prevailing wage”) specified for each craft and classification to all workers employed in the execution of the project. Copies of prevailing wages, as determined by the Director of the Department of Industrial Relations, are available online at: www.dir.ca.gov/OPRL/DPreWageDetermination.htm and on file at the office of the Department of Public Works, located at 74 North School Street, Bridgeport, California, 93517, and are available to any interested party upon request. These wages are not included in any part or section of the Project Manual. Changes, if any, to prevailing wage rates will be available at the same location.

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

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

Project construction shall begin on the start date stated in the Notice to Proceed issued by the County. If a construction start date is not stated in the Notice to Proceed, the Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed. The Project and all related work shall be diligently prosecuted to completion before the expiration of **Thirty (30) working days** from the construction start date. By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS



Systemic Safety Curve Signage Project

Project No. 9319

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS

SYSTEMIC SAFETY CURVE SIGNAGE PROJECT

Project No. 9319

Proposal of _____ (“Bidder”), organized and existing under the laws of the State of _____, doing business as _____ (e.g., “a partnership;” “a corporation;” “a sole proprietor”), as applicable to the County of Mono, (“County”). This bid proposal consists of the attached pages **BD-1 through BD-20**.

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

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

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

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

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

Bidder’s Company Name: _____

Company Address: _____

Office Telephone No.: _____ Email Address: _____

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

Mono County Business License. No.: _____

Name of Company Officer: _____ Title: _____

Bidder’s Signature

Date

(Add seal if by a corporation)

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County of Mono, Department of Public Works

BID SCHEDULE
Mono County Systemic Safety Curve Signage Project
Project No. 9319

Contractor's Name: _____

Systemic Safety Curve Signage Project		Bid Items			
Item No.	Item	Quantity	Units	Price per Unit	Item Price
1	Mobilization	1	LS		
2	Temporary Traffic Control	1	LS		
3	Remove Existing Road Sign (Salvage Panel and Steel Post)	53	EA		
4	Curve Warning Sign - Steel Post (Single Panel 36"x36")	24	EA		
5	Curve Warning Sign (36"x36") with Supplemental Plaque - Steel Post	61	EA		
6	Chevrons (W1-8)	148	EA		
7	Arrow (W1-6) with Object Marker (OM1-3)	14	EA		

BIDDER'S TOTAL PROJECT COST: (Bid Items 1 through 7)	
---	--

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COUNTY OF MONO, DEPARTMENT
OF PUBLIC WORKS

EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1

SYSTEMIC SAFETY CURVE SIGNAGE PROJECT

Project No. 9319

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number
				DIR Reg Number		
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						

EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 2
SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
PROJECT NO. 9319

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

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number
				DIR Reg Number		
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						

ACKNOWLEDGEMENTS
SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
Project No. 9319

RECEIPT OF ADDENDA

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

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

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

ACKNOWLEDGEMENT OF SITE VISIT

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

Lower Rock Creek Road: Yes No

Benton Crossing Road: Yes No

Convict Lake Road: Yes No

Lundy Lake Road: Yes No

Twin Lakes Road: Yes No

Eastside Lane: Yes No

Cunningham Lane: Yes No

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

DISCLOSURES AND CERTIFICATIONS

SYSTEMIC SAFETY CURVE SIGNAGE PROJECT

Project No. 9319

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

Yes: _____ No: _____

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

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

PUBLIC CONTRACT CODE SECTION 10285.1 QUESTIONNAIRE

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

Yes: _____ No: _____

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

PUBLIC CONTRACT CODE 10232 STATEMENT

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

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

WORKERS' COMPENSATION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

- A. The bidder hereby certifies that he (as the contractor) and all subcontractors agree to conform to the equal opportunity clauses required by Executive Orders 10925, 11114, and 11246, as well as 41 CFR 60-1.4 (Equal Opportunity Clause).
- B. The bidder certifies that within 30 days of the award of the contract, as required, the contractor and subcontractors will file an “Equal Employment Opportunity Employer Information Report EEO-1 (SF-100)” with the U.S. Department of Labor and, annually thereafter, file the same report with the U.S. Department of Labor by March 31. (If your company has filed one of these reports this year, you do not have to comply with the 30-day regulation). Refer to https://www.eeoc.gov/employers/eo1survey/upload/instructions_form.pdf for filing requirements (SF-100).
- C. The contractor and all subcontractors shall certify that prior reports have been filed under the applicable filing requirements as follows:
 - a. Contractor/Subcontractor has held previous contracts where EEO provisions were in force.
Yes _____ No _____ (If yes, answer question 2 also)
 - b. Contractor/Subcontractor has filed all “required” reports for these previous contracts.
Yes _____ No _____

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

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

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

Subcontractor Name

Subcontractor Signature

Date

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

BIDDER'S QUALIFICATION STATEMENT

SYSTEMIC SAFETY CURVE SIGNAGE PROJECT

Project No. 9319

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

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

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

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

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

Previous Work History: This Qualifications Statement includes a form titled “Experience on Completed or Ongoing Projects.” Please use this form to detail the work that the firm has performed within the last three (3) years. A minimum of three (3) successfully completed general civil and/or paving construction projects are required. Use one (1) page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five (5) years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

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

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

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated If
 Partnership, state whether general or limited
 If Sole Proprietorship, include name of owner
 If Joint Venture*, include name all partnering firms

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

B. Is the firm, and all persons or firms listed in the bid as subcontractors, registered with the Department of Industrial Relations as required by California Labor Code section 1725.5?

_____ Yes _____ No

C. If you checked "No" in the previous question, then you must fall within one of the limited exceptions set forth in California Labor Code section 1771.1, and must register with the Department of Industrial Relations prior to contract award. Does the firm (or any subcontractor) fall within California Labor Code section 1771.1 and become registered prior to contract award?

_____ Yes (attach explanation) _____ No (not qualified)

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

3. FINANCIAL INFORMATION:

- A. Are there any liens outstanding against the Contractor?
(if yes, provide a detailed explanation on an attached sheet) Yes No
- B. Has the Contractor, principals, or key personnel been party to a
bankruptcy or reorganization proceeding with the last five years? (if
yes, provide a detailed explanation on an attached sheet) Yes No
- C. Annual sales dollar volume of Contractor: \$ _____

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

- A. During the past five years has the Contractor:
 - i. Been subject of a lien or claim of \$25,000 or more by a
subcontractor or supplier? Yes No
 - ii. Failed to complete a contract? Yes No
 - ii. Been suspended, debarred, disqualified or otherwise declared
ineligible to bid? Yes No
 - iv. Been defaulted on any contract? Yes No
 - v. Had a contract terminated? Yes No
 - vi. Had liquidated damages assessed against it upon completion of a
contract? Yes No
 - vii. Been a plaintiff or defendant in any lawsuits arising out of public or
private construction contracts? Yes No
- B. During the past five years has the Contractor, Principals or Key Personnel:
 - i. Been a plaintiff or defendant in any lawsuits arising out of public or
private construction contracts? Yes No
 - ii. Been the subject of an investigation involving any alleged violation of
criminal law, civil antitrust law or other federal, state, or local civil law? Yes No
 - iii. Been convicted after trial or by plea of any felony under state or
federal law? Yes No
 - iv. Entered a plea of nolo contendere to a charge of embezzlement, theft,
forgery, bribery, falsification or destruction of records, receiving stolen
property or violation of an antitrust law? Yes No
 - v. Been the subject of an investigation of any alleged violation of
federal, state, or local regulations by any public agency? Yes No

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

- | | |
|---|--|
| <input type="checkbox"/> 1. Grading & Earthwork | <input type="checkbox"/> 13. Micro-surfacing |
| <input type="checkbox"/> 2. Concrete Work | <input type="checkbox"/> 14. Slurry Sealing |
| <input type="checkbox"/> 3. Hot Mix Asphalt Paving | <input type="checkbox"/> 15. Tack Coat Placement |
| <input type="checkbox"/> 4. Roadway milling | <input type="checkbox"/> 16. Utility Placement & Trenching |
| <input type="checkbox"/> 5. Roadway Grinding & Pulverization | <input type="checkbox"/> 17. Traffic Control |
| <input type="checkbox"/> 6. Roadway Subgrade Stabilization | <input type="checkbox"/> 18. SWPPP Preparation |
| <input type="checkbox"/> 7. Pavement Grid Interlayer Installation | <input type="checkbox"/> 19. Roadway Sign Installation |
| <input type="checkbox"/> 8. Full Depth Reclamation (FDR) | <input type="checkbox"/> 20. Roadway Paint Striping |
| <input type="checkbox"/> 9. Hot Mix Asphalt Overlays | <input type="checkbox"/> 21. Roadway Paint Markings |
| <input type="checkbox"/> 10. Stress Absorbing Membrane Interlayer | <input type="checkbox"/> 22. Erosion Control Protection /BMP |
| <input type="checkbox"/> 11. Asphalt Concrete Hot In-Place Recycle | <input type="checkbox"/> 23. Roadway Culvert Installation / Repair |
| <input type="checkbox"/> 12. Asphalt Concrete Cold In-Place Recycle | <input type="checkbox"/> 24. Metal Fabrication and Welding |

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

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

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

PROJECT EXPERIENCE WITH ROADWAY SIGN INSTALLATION PROJECTS

Project Status:

- Project completed
- Work in progress

Contractor's Role*:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

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

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

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

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

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

Page intentionally left blank

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 SYSTEMIC SAFETY CURVE SIGNAGE PROJECT (PROJECT NO. 9319)

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

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

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

PRINCIPAL:

Executed on: _____

By: _____

(Seal of Corporation)

Title: _____

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

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

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

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

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

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

SECTION II



SAMPLE STANDARD AGREEMENT SYSTEMIC SAFETY CURVE SIGNAGE PROJECT

Project No. 9319

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**AGREEMENT BETWEEN COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT
FOR THE CONSTRUCTION OF THE SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
PROJECT NO. 9319**

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 Public Works, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** Federal Contracting Provisions
- 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, not to 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 \$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:

CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT

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 this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed 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: _____

Name: Click here to enter text.

Name: Click here to enter text.

Title: Click here to enter text.

Title: Click here to enter text.

Date: _____

Date: _____

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 CONSTRUCTION OF THE SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
PROJECT NO. 9319**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCOPE OF WORK:

County has selected, and Contractor shall construct, project Bid Items 1 through 7 set forth in project manual and included in Attachment B of this agreement.

The major work items of this the SYSTEMIC SAFETY CURVE SIGNAGE PROJECT, Project No. 9319 (“Project”) are to install curve warning and chevron road signs on Lower Rock Creek Road, Benton Crossing Road, Convict Lake Road, Lundy Lake Road, Twin Lakes Road, Eastside Lane, and Cunningham Lane and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project’s Invitations for Bids and the Contract Documents, including the Project Manual, Project Plans, the Standard Specifications and the Standard Plans (2023) issued by the California Department of Transportation, and the AASHTO Green Book (2018) as they may have been amended for County’s use and the Manual on Uniform Traffic Control Devices (MUTCD).

Tasks performed in completing the Project shall follow generally accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with County's Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this Agreement, which documents are attached hereto and/or by this reference incorporated herein.

SCHEDULE OF FEES:

See Bid Schedule set forth in Attachment B of this Agreement and incorporated herein.

WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. 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. Contractor shall pay County liquidated damages in the amount of **3,600.00 per day** for any working days exceeding thirty (30) working days. 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 THE COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT FOR
THE CONSTRUCTION OF THE SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
PROJECT NO. 9319**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCHEDULE OF FEES:

CLICK HERE TO ENTER TEXT

See Attachment B1, incorporated herein by this reference.

ATTACHMENT B1

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT FOR
THE CONSTRUCTION OF THE SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
PROJECT NO. 9319**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

Bid Schedule:

[Insert Bid Schedule]

EXHIBIT 1

AGREEMENT BETWEEN THE COUNTY OF MONO AND CLICK HERE TO ENTER TEXT FOR THE CONSTRUCTION OF THE SYSTEMIC SAFETY CURVE SIGNAGE PROJECT PROJECT NO. 9319

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:

Mono County Sheriff's Department	(760) 932-7549
Southern California Edison	(760) 924-4810

- 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 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 drainpipes 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 **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 **\$3,600.00 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 dollar amount located in the Caltrans Local Assistance Procedures Manual, Chapter 12, page 16, Table 12-1: Liquidated Damages.

14.3 BREACH.

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

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EXHIBIT 2

AGREEMENT BETWEEN THE COUNTY OF MONO AND Click here to enter text.FOR THE CONSTRUCTION OF THE SYSTEMIC SAFETY CURVE SIGNAGE PROJECT PROJECT NO. 9319

PREVAILING WAGES AS OF: Click here to enter text.

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 CONSTRUCTION OF THE SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
PROJECT NO. 9319**

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:

Mono County Systemic Safety Curve Signage Project, Project No. 9319

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:

Mono County Systemic Safety Curve Signage Project, Project No. 9319

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 Mono County Systemic Safety Curve Signage Project such that it is free from defects in the materials and workmanship for a period of one year commencing on DATE 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: _____

Sample Bond Format

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 CONSTRUCTION OF THE SYSTEMIC SAFETY CURVE SIGNAGE PROJECT PROJECT NO. 9319

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.

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SECTION III



TECHNICAL SPECIFICATIONS & QUALITY ASSURANCE PROGRAM

Mono County Systemic Safety Curve Signage Project

Project No. 9319

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
TECHNICAL SPECIFICATIONS
MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
Project No. 9319

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2. BIDDING

BIDDING shall conform to the provisions in Section 2, "Bidding," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

BID INELIGIBILITY

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submitting a bid
2. Subcontracting for a part of the work
3. Supplying materials

CONTRACTOR REGISTRATION

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List. Failure to do so may result in rejection of a bid or rescission of an award.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

BID ITEM LIST

Submit a bid based on the bid item quantities the County shows on the Bid Item List.

SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor that will perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number.
4. Portion of work it will perform. Show the portion of the work by:
 - 4.1. Bid item numbers for the subcontracted work
 - 4.2. Percentage of the subcontracted work for each bid item listed
 - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

BID DOCUMENT COMPLETION AND SUBMITTAL

Use the bid forms provided in the Project Manual. Failure to submit the forms and information as specified may result in a nonresponsive bid.

Bid Proposals shall be submitted by the bid opening date and time shown on the *Invitation for Bids* with the exception of the following items:

1. Public works contractor registration numbers may be submitted up to ten (10) days after bid opening for both contractor and subcontractor list.

Bid forms and information on the form that are due after the time of bid may be submitted at the time of bid.

BID WITHDRAWAL

Bids are not filed with the County until the date and time of bid opening.

A bidder may withdraw or revise a bid after it has been submitted if this is done before the bid opening date and time.

BID OPENING

The County publicly opens and reads bids at the time and place shown on the *Invitation for Bids*.

The Department may reject:

1. All bids
2. A nonresponsive bid
3. A bid from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a bid on the project

4. SCOPE OF WORK

All work performed in connection with SCOPE OF WORK shall conform to the provisions in Section 4, "Scope of Work," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

The **MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT** (hereinafter referred to as the project) is for the installation of curve warning signs, including chevrons, on select roads throughout Mono County. Roads include the Lower Rock Creek Road, Benton Crossing Road, Convict Lake Road, Lundy Lake Road, Twin Lakes Road, and Eastside Lane. Sign installation will include installing new signs at locations identified in the project plans and removing and replacing existing signs. The project may include other items or details not mentioned above that shall be performed, placed, constructed, or installed in order to complete the work.

There may be other items of work not mentioned above that are required by the 2023 State of California, Department of Transportation, Standard Specifications, 2023 Edition (hereinafter referred to as Caltrans Specifications), or these Technical Specifications. Project work shall conform to the plans, project specifications, including these Technical Specifications, and the Caltrans Specifications. If any item of work or statement in the Technical Specifications or project plans conflicts with State Project Requirements, the State requirement shall prevail and be upheld by the Contractor.

The contract intent is to provide for work completion using the best general practices. Nothing in the specifications voids the Contractor's public safety responsibilities.

CHANGES AND EXTRA WORK

The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Change Order.

A Change Order is approved when the County signs the Change Order. Any proposed Change Order work performed by the Contractor prior to obtaining permission or a signed Change Order from the County will

not be reimbursed. Until the County approves a Change Order, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the Change Order before its approval.

Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Work-Character Changes

The County adjusts the unit price for an item if:

1. Ordered plan or specification change materially changes the character of a work item from that on which the bid item price was based.
2. Unit cost of the changed item differs from the unit cost of that item under the original plans and specifications.
3. No approved Change Order addresses the payment.

DIFFERING SITE CONDITIONS (23 CFR 635.109)

Contractor's Notification

Promptly notify the Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - 1.1. Contract documents
 - 1.2. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive your claim of a differing site condition for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing-site-condition claim.

Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work.
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both.

5. CONTROL OF WORK

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Section 5, "Control of Work," of the 2023 Caltrans Standard Specifications and these Technical Specifications

GENERAL

A Notice to Proceed must be issued before commencement of any work.

A pre-construction meeting is required prior to the start of work.

Furnish the resources except County-furnished materials required to complete the work as described in the Contract.

Contractor shall be responsible for all construction survey staking, as necessary for construction.

Work is subject to the County's inspection, sampling, and testing. The County's inspection, sampling, and testing do not relieve you of your responsibility to provide Quality Control (QC). Contractor shall provide QC for all work performed. This work consists of obtaining samples for process control testing, performing process control tests, providing quality control inspection, exercising management control to plan and implement construction processes that are systematic, consistent, and effective; ensuring that work conforms to the contract requirements; and documenting quality control activities and results.

Ensure the County's safe and unrestricted access to the work. Furnish facilities necessary for the County's inspection.

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the County does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

Character of Workers - If a worker appears to the Engineer to be incompetent or acts disorderly or improperly, discharge the worker immediately upon request. Do not employ that worker again on the work.

INSPECTOR'S AUTHORITY

Inspectors are authorized to inspect work including preparation, fabrication or manufacture of materials for the project. The inspector is not authorized to alter or waive contract requirements, issue instruction contrary to the contract, act as foreman for the Contractor, or direct Contractor's operations. The inspector has authority to identify non-conforming work until the issue can be referred to and decided by the Engineer. The inspector may take necessary action to prevent imminent and substantial risk of death or injury including stopping work.

ENGINEER'S AUTHORITY

The Engineer makes the final decision on questions regarding the Contract, including:

1. Work quality and acceptability
2. Manner of performance of the work
3. Drawing and specification interpretation
4. Contract fulfillment
5. Time and progress rate
6. Measurement and payment

The Engineer has the authority to enforce or fulfill an order that you fail to fulfill promptly. Failure to enforce a Contract part does not waive enforcement of any Contract provision.

The Engineer may reject work that does not comply with the Contract at any time, including after a payment has been made.

SUBCONTRACTING

No subcontract releases you from the Contract or relieves you of your responsibility for a subcontractor's work.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor. For a list of debarred contractors, go to the Department of Industrial Relations' website.

If you violate Public Contract Code §4100 et seq., the County may exercise the remedies provided in Public Contract Code §4110. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code §4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.

Each subcontract must comply with the Contract.

The County encourages you to include a dispute resolution process in each subcontract.

Each subcontractor must have an active and valid:

1. State contractor license with a classification appropriate for the work to be performed (Bus & Prof Code §7000 et seq.)
2. Public works contractor registration number with the Department of Industrial Relations.

Submit copies of subcontracts upon request.

Upon request, immediately remove and do not again use a subcontractor who fails to satisfactorily prosecute the work.

SUBMITTALS

The Contractor shall provide an 'electronic file' of submittals for each of the following items to the Engineer:

1. Construction Schedule
2. Sign panel and Steel Post Product Specifications and Certificates of Compliance
3. Concrete Product Specifications
4. Subcontracts, if requested
5. Certified Payroll
6. Other materials specifications, Certificates of Compliance, and informational submittals, as requested

The Engineer reserves the right to require additional submittals from the Contractor that are not specifically identified above. If so requested, the Contractor shall provide the Engineer with an 'electronic file' of any additional submittals.

CONSTRUCTION

Work shall progress only after engineer's approval of the Construction Schedule Submittal. The construction schedule shall include consideration for local events and holidays. Many of these events have set up times and clean up times that must also be avoided, before and after said event. We have included dates below for local events in the year 2022 between April and November. If any construction occurs outside that time frame, there may be additional block-out dates. Refer to <https://www.monocounty.org/things-to-do/events/> for the most current list of events planned for each community. Based on local events the following are general block-out dates:

- Memorial Day (May 27)
- 4th of July (July 3 – July 5)
- Labor Day (September 2)
- Mammoth Gran Fondo (Benton Crossing Road, September 4- September 10)
- Eastern Sierra ATV/UTV Jamboree 2024 (September 17 – 21)

The engineer may increase or decrease block-out dates for local events. During the duration of local events, work can continue in unaffected regions.

Inform all staff/ labor that will be performing work on the project of prevailing wage requirements and Equal Employment Opportunity requirements. All staff shall be informed of their designated state prevailing wage based on their job classification prior to the start of construction. Follow all labor compliance and Equal Employment Opportunity as required in the construction contract. Certified payroll shall be uploaded to the Department of Industrial Relations, as required, and submitted to Mono County concurrently.

No equipment or construction materials shall be stored or staged within the traveled way. The Contractor shall coordinate with Mono County regarding establishment and operation of storage and staging areas.

The contractor is responsible for providing water, as necessary, for all relevant construction activities. Any water meter charges shall be paid by the contractor.

Any construction staking shall be the responsibility of the contractor.

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 notify applicable parties listed below when construction will occur. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor’s superintendent and the Mono County Department of Public Works.

The Contractor shall provide Advance Notice and coordinate the work with the following parties:

Mono County Sheriff’s Department	760 932-7549
Southern California Edison	760 924-4810

NONCOMPLIANT AND UNAUTHORIZED WORK

Correct or remove and replace work that (1) does not comply with the Contract, (2) is unauthorized, or (3) both. The County does not pay for any of the following:

1. Corrective, removal, or replacement work
2. Unauthorized work

If ordered, submit a work plan for the corrective, removal, or replacement work.

If you fail to comply promptly with an order, the County may correct, remove, or replace noncompliant or unauthorized work. The County deducts the cost of this work.

Survey Monuments

Protect survey monuments on and off the roadway. Notify the County Engineer of any survey monuments within the construction areas.

RECORDS**Record Retention**

Retain project records from bid preparation through

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to subcontractors and suppliers
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

Record Inspection, Copying, and Auditing

Make your records available for inspection, copying, and auditing by State representatives for the time frame listed above. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives for the same period. Before Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier of the date when the audit is to start.

Cost Accounting Records

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Change order work other than extra work. Distinguish this work by:
 - 2.1. Bid item prices
 - 2.2. Force account
 - 2.3. Agreed price
3. Extra work. Distinguish extra work by:
 - 3.1. Bid item prices
 - 3.2. Force account
 - 3.3. Agreed price
 - 3.4. Specialist billing
4. Work performed under potential claim records
5. Overhead
6. Work performed by subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and copies of the corresponding vendors' invoices
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:
 - 6.1. Size
 - 6.2. Type
 - 6.3. Identification number
 - 6.4. Hours operated

Maintain separate records for change order work costs.

FINAL INSPECTION AND CONTRACT ACCEPTANCE

When you complete the work, request the Engineer's final inspection.

If the Engineer determines that the work is complete, the Engineer recommends Contract acceptance. Immediately after Contract acceptance, you are relieved from:

1. Maintenance and protection duties
2. Responsibility for injury to persons or property or damage to the work occurring after Contract acceptance except as specified below (Guarantee).

GUARANTEE

Guarantee that work remains free from substantial defects for 1 year after Contract acceptance except for work parts for which you were relieved of maintenance and protection. Guarantee each of these relieved work parts for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside your control, including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work part having a substantial defect.

The Department does not pay for corrective work.

During corrective work activities, provide the same insurance specified before Contract acceptance.

The Contract bonds must be in force until the later of (1) the expiration of the guarantee period or (2) the completion of the corrective work.

If a warranty specification conflicts with this section, comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists the defective work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start the corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you an order to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 business days of starting the emergency repair work

If you fail to perform the work as specified, the Department may perform the work and bill you.

PAYMENT

There is no separate payment for CONTROL OF WORK.

6. CONTROL OF MATERIALS

All work performed in connection with CONTROL OF MATERIALS shall conform to the provisions in Section 6, "Control of Materials," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

GENERAL

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Caltrans Specifications Section 6, "CONTROL OF MATERIALS".

Select sources and submit acceptable material. If possible, submit material source information on or before the preconstruction meeting. Notify the Engineer of proposed sources prior to delivery to the project to expedite material inspection and testing. Do not incorporate materials requiring submittal into the work until approved.

Material may be approved at the source of supply before delivery to the project. Approval of material source does not constitute acceptance of material submitted from the source. If an approved material source fails to supply acceptable material during the life of the project, further use of that source may be denied.

Store materials and samples in a way that preserves the quality and facilitates prompt inspection. Stored material approved before storage may again be inspected before use in the work. Do not use private property for storage without written permission of the owner or lessee. Submit copies of agreements and documents.

Material incorporated into the work must be new.

QUALITY ASSURANCE (QA)

Quality assurance includes all activities used to (1) provide an overall level of quality for the project and (2) determine compliance with the Contract documents.

Quality control includes sampling, testing, and inspections performed under your QC program to (1) control material quality and (2) ensure the specified quality characteristics for the project are met.

County acceptance includes sampling, testing, and inspections performed by the County to verify compliance with the Contract. Refer to Mono County's Quality Assurance Program included in the Project Manual.

COUNTY ACCEPTANCE

The County may use multiple acceptance methods for a material.

Specifications in sections titled "County Acceptance" do not include all requirements on which the County makes its acceptance.

The County may inspect, sample, and test materials for compliance with the Contract at any time.

Allow the County to record, including photograph and video, to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the County performs.

Schedule work to allow time for the County's inspection, sampling, and testing.

The County deducts testing costs for work that does not comply with the Contract.

The County may retest material previously tested and authorized for use. If the County notifies you of a retest, furnish resources for retesting.

Job Site Inspection and Testing

If a material is to be inspected or tested at the job site, the material must be authorized for use before it is incorporated into the work.

Certificates of Compliance

Where a certificate of compliance is specified and if any material is produced outside the United States.

Submit a certificate of compliance:

1. Before the material is incorporated into the work
2. For each lot of the material. Identify the lot on the certificate
3. Signed by the producer of the material and stating that the material complies with the Contract

QUALITY CONTROL

Develop, implement, and maintain a Quality Control program.

Prepare and maintain QC records. Within 24 hours, notify the Engineer of any noncompliance identified by your QC program.

Allow the County access to all QC records.

Quality Control Manager:

The QC manager must be responsible directly to you for the quality of the work, including materials and workmanship performed by you and your subcontractors.

The QC manager must be your employee or must be hired by a subcontractor providing only QC services. The QC manager must not be employed or compensated by a subcontractor or by other persons or entities hired by subcontractors who will provide other services or materials for the project.

Notify the Engineer of the name and contact information of the QC manager.

PAYMENT

There is no separate payment for CONTROL OF MATERIALS.

7. RESPONSIBILITY TO THE PUBLIC

All work performed in connection with RESPONSIBILITY TO THE PUBLIC shall conform to the provisions in Section 7, "Responsibility to the Public," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

PUBLIC CONVENIENCE

Compliance with this section does not relieve you of your responsibility for public safety.

Construction activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners. Avoid undue delay in construction activities to reduce the public's exposure to construction.

Install signs, lights, flares, Type K temporary railing, barricades and other facilities to direct traffic. Provide flaggers whenever necessary to direct the movement of the public through or around the work. Flagging must comply with section 12-1. The Department pays you for this work under section 12-1.04.

You are required to pay for the cost of replacing or repairing all facilities installed under change order work for the convenience, direction, or warning of the public that are lost while in your custody or are damaged by your operations to such an extent as to require replacement or repair.

PUBLIC SAFETY

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with section 12. The County pays you for this work under section 12.

At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

PAYMENT

There is no separate payment for RESPONSIBILITY TO THE PUBLIC.

8. PROSECUTION AND PROGRESS

PROSECUTION AND PROGRESS shall conform to the provisions in Section 8, "Prosecution and Progress," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

GENERAL

The Contractor shall submit a construction schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

SUBMITTALS

Construction Schedule

TIME

Complete the work within the Contract time.

Meet each specified interim work-completion date.

The Engineer issues a Weekly Statement of Working Days form by the end of the following week.

The Weekly Statement of Working Days form shows:

1. Working days and non-working days during the reporting week
2. Time adjustments
3. Calculations of work completion dates, including working days remaining
4. Controlling activities

Delays

To request a delay-related time or payment adjustment, submit an RFI.

Time Adjustments

The Department may make a time adjustment for a critical delay. The Engineer uses information from the schedule to evaluate requests for time adjustments.

To request an adjustment, submit a revised schedule showing the delay's effect on the controlling activity. If the delay has:

1. Occurred, submit records of the dates and what work was performed during the delayed activity
2. Not occurred, submit the expected dates or duration of the delayed activity

Update the schedule to the last working day before the start of the delay if ordered.

Payment Adjustments

The County may make a payment adjustment for an excusable delay that affects your costs.

LIQUIDATED DAMAGES

The County specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages for this project are \$3,600.00 per day.

MOBILIZATION

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials, supplies and incidentals to and from the project site. Mobilization includes the obtaining of permits, insurance, and bonds.

PAYMENT

There is no separate payment for PROSECUTION AND PROGRESS.

The contract LUMP SUM (LS) price paid for "MOBILIZATION" shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, bonding, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract.

9. PAYMENT

PAYMENT shall conform to the provisions in Section 9, "Payment," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

PAYMENT SCOPE

The County pays you for furnishing the resources and activities required to complete the work. The County's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work.
2. Permits, licenses, agreements, certifications, or any combination of these and taxes.
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work.

The County does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item.
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment.

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item.

ELIMINATED ITEMS

If the Engineer eliminates an item, the Engineer notifies you and the Department pays your costs incurred before the notification date.

If you order authorized material for an eliminated item before the notification date and the order cannot be canceled, either of the following occurs:

1. If the material is returnable to the vendor, the Engineer orders you to return the material and the Department pays your handling costs and vendor charges.
2. The Department pays your cost for the material and its handling and becomes the material owner.

12. TEMPORARY TRAFFIC CONTROL

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in the 2023 Caltrans Standard Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Temporary traffic control, including flagging, apparel, temporary traffic control devices, and equipment for flaggers, must comply with the *California MUTCD*, Part 6, "Temporary Traffic Control."

Accommodate traffic according to the MUTCD, Caltrans Standard traffic control plan(s) (T-Sheets), and this section. Contractor is encouraged to work within the road shoulder, where possible at project locations, when installing roadside signs to minimize the required traffic control and inconvenience to travelling public.

CONSTRUCTION

Perform work in a manner that ensures the safety and convenience of the public and protects residents and property adjacent to the project. Accommodate public traffic on roads adjacent to and within the project until the project is accepted as complete.

Assign flaggers to:

1. Control traffic
2. Warn the public of any dangerous conditions resulting from the work activities
3. Provide for the passage of traffic through the work as specified for the passage of traffic for public convenience and public safety

Maintain flagging apparel, traffic control devices, and equipment for flaggers in good repair.

The Contractor shall maintain public access on all roads during construction. No roads may be closed to the public without permission from the County.

Except for temporary interruptions approved by the Engineer, Contractor shall maintain property owner access to their property at all times. Temporary interruption to property access shall be minimized to the extent possible.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage along sidewalks, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic in each direction of travel except for single direction traffic control with flaggers as approved by the Engineer. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

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.

TEMPORARY TRAFFIC CONTROL PLAN (TTCP)

The TTCP shall include the relevant CT Standard Plan(s) T-Sheets, if applicable, at each project location and shall meet current MUTCD requirements.

PAYMENT

The contract price paid per LUMP SUM (LS) for "TEMPORARY TRAFFIC CONTROL" shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, submitting the traffic control plan, and providing construction signs, flaggers, pilot car, and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

15. EXISTING FACILITIES

All work performed in connection with EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Facilities," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

CONSTRUCTION

Existing underground utility lines are not shown on the plans. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

Not all existing overhead utility lines are not shown on the plans. The contractor shall take all precautionary measures necessary to protect overhead utility lines and protect workers and pedestrians during construction operations.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation.

If you damage a facility or a portion of a facility to remain in place, repair or replace it. The repair or replacement must be equal or better in quality than the original portion.

Repair or replace materials to be salvaged or incorporated into the work that are lost or damaged during work activities. The repair or replacement must be equal or better in quality than the original portion. Instead of this repair or replacement, the Department may deduct the repair or replacement cost.

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as shown on the plans and as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only by a registered Land Surveyor in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

PAYMENT

Full compensation for EXISTING FACILITIES and for preservation of existing survey monuments, utilities, manholes, and valves, except those noted on the plans as requiring replacement and paid for separately, shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

Payment of REMOVE EXISTING ROAD SIGN (SALVAGE PANEL AND STEEL POST) shall be per EACH (EA) roadside sign removed, including panel(s) and wood post or steel posts, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, disposing of wood posts, and for doing all the work involved, complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

82. SIGNS AND MARKERS

All work performed in connection with SIGNS AND MARKERS shall conform to the provisions in Section 82, "Signs and Markers," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

Section includes general specifications for fabricating and installing sign panels and markers and constructing roadside signs.

Signs and markers must comply with the *California MUTCD*, *California Sign Specifications*, and the FHWA publication *Standard Highway Signs and Markings*.

SIGN PANELS

SUBMITTALS

Submit a manufacturer's specification sheet showing the proposed sign meets CA requirements and a certificate of compliance as applicable for:

1. Aluminum sheeting
2. Retroreflective sheeting
3. Screened-process colors
4. Nonreflective, opaque, black film
5. Protective-overlay film

MATERIALS

A sign panel must be produced at a fabrication plant.

The face of a fabricated sign must be uniform, flat, smooth, and free from defects, scratches, chips, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of sign panels must not have bends, router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over-spray, or aluminum marks.

Protect, transport, and store sign panels fabricated with screened-process colors under the retroreflective sheeting manufacturer's instructions.

Transport sign panels such that the faces of the panels are protected from damage and weather. Ship panels on pallets, in crates, or in tier racks. Ship panels vertically on edge, not stacked horizontally. Place padding and protective materials between the panels as necessary. Keep panels dry during transit.

Do not store sign panels directly on the ground. Keep sign panels dry at all times and store the panels:

1. In a dry environment
2. On edge vertically whether indoors or outdoors
3. In enclosed, climate-controlled trailers or containers in areas of high heat and humidity
4. Indoors whenever the panels will be stored more than 30 days

Aluminum Sheeting

A sign panel must be fabricated from aluminum sheeting of an alloy and temper complying with ASTM B209.

The aluminum sheeting must be pretreated for corrosion resistance as specified in ASTM B449. The surface of the sheeting must be cleaned, deoxidized, and coated with a light, tightly-adherent chromate conversion coating free from powdery residue. The conversion coating must be Class 2 with a weight from 10 to 35 mg/sq ft and an average weight of 25 mg/sq ft. After the cleaning and coating process, the aluminum sheeting must be protected from exposure to grease, oils, dust, and contaminants.

The aluminum sheeting must be free from buckles, warps, dents, cockles, burrs, and other defects resulting from fabrication.

The base plate for standard route markers must be die cut.

Retroreflective Sheeting

Retroreflective sheeting used for the background and legend must comply with ASTM D4956 and must be on the Authorized Material List for signing and delineation materials.

Type III, IV, VIII, IX, and XI retroreflective sheeting must have Class 1, 3, or 4 adhesive backing. Type II retroreflective sheeting may have Class 1, 2, 3, or 4 adhesive backing. The adhesive backing must be pressure sensitive and fungus resistant.

Retroreflective sheeting must be applied to sign panels at the fabrication plant under the retroreflective sheeting manufacturer's instructions without appreciable stretching, tearing, or other damage.

The orientation of the legend must comply with the retroreflective sheeting manufacturer's instructions.

The retroreflective sheeting on a sign panel with a minor dimension of 48 inches or less must be a single, contiguous sheet without splices except for the splices produced during the manufacture of the retroreflective sheeting. A sign panel with a minor dimension greater than 48 inches may have 1 horizontal splice in the retroreflective sheeting other than the splices produced during the manufacture of the retroreflective sheeting.

Unless the retroreflective sheeting manufacturer's instructions require a different method, splices in the retroreflective sheeting must overlap by at least 1 inch. The retroreflective sheeting on either side of a splice must not exhibit a color difference under incident and reflected light.

Process Colors and Film

The type of material recommended by the retroreflective sheeting manufacturer must be used for:

1. Screened-process colors
2. Nonreflective, opaque, black film
3. Protective-overlay film

The fabricator must perform all patterns, layouts, and set-ups necessary for the screening process.

The fabricated surface of the applied screened-process color must be flat and smooth.

Colored retroreflective sheeting must be used for the background except signs with green, red, blue, or brown backgrounds may use reverse-screened-process color on white retroreflective sheeting for the background color.

The coefficient of retroreflection for reverse-screened-process colors used on white retroreflective sheeting must be at least 70 percent of the coefficient of retroreflection specified in ASTM D4956 for the corresponding colored retroreflective sheeting.

The legend must be a black, screened-process color or nonreflective, opaque, black film.

Screened-process colors and nonreflective, opaque, black film must have outdoor weatherability characteristics equivalent to those specified for retroreflective sheeting in ASTM D4956.

Nonreflective, opaque, black film must be a vinyl or acrylic material.

Cured, screened-process colors must not peel off if transparent cellophane tape with a tensile breaking strength of at least 14 lb/in width measured under ASTM D3759/D3759M is applied over the color and removed in a single, quick motion at a 90-degree angle to the sign's face.

Single-Sheet Aluminum Panels

The aluminum sheeting for framed and unframed panels must be aluminum alloy 6061-T6 or 5052-H38.

A single-sheet aluminum panel must not have a vertical splice in the aluminum sheeting. A panel with a depth greater than 48 inches may have 1 horizontal splice in the sheeting.

For a framed panel, the framing members must be aluminum channel or rectangular aluminum tubing. The lengths of the framing members must be within $\pm 1/8$ inch of the lengths shown.

Aluminum channels or rectangular aluminum tubing must be welded together using the inert gas-shielded arc welding process and E4043 aluminum-electrode filler wires. The filler diameter must be equal to the wall thickness of the smallest welded channel or tubing.

The aluminum sheeting must be attached to the frame with 3/16-inch-diameter rivets. The rivets must be placed at least 1/2 inch from the web channel edges. The rivets must be made of aluminum alloy 5052 and be anodized or treated with a conversion coating to prevent corrosion.

A fabricated single-sheet, aluminum panel must be within $\pm 1/8$ inch of the dimensions shown. The panel must be flat to within $\pm 1/32$ in/ft of the panel dimensions as measured by a straightedge placed in any direction across the plane of the panel.

CONSTRUCTION

Deliver sign panels to the job site with the background and legend permanently affixed to the panels.

Do not chip or bend sign panels.

Immediately replace sign panels exhibiting damage or flaws, including a significant color difference between daytime and nighttime.

Obtain authorization before repairing sign panels at the job site.

Use the following hardware to mount the type of sign panel shown:

1. Lag screws, nuts, bolts, and washers for roadside signs
2. Braces and wood block spacers for roadside signs
3. Type A-1 and Type A-2 mounting hardware for overhead laminated-panel signs
4. Type A-3 mounting hardware for overhead formed-panel signs

MATERIALS

A roadside sign includes sign panels, fastening hardware, back braces, straps and saddle brackets, and frame assemblies for multiple sign panels.

Metal Posts

A mounting for a roadside sign to be installed on a barrier or railing must be fabricated from (1) welded or seamless steel pipe complying with ASTM A53/A53M, Grade B, and (2) structural steel complying with ASTM A36/A36M.

Bolted connections must comply with section 56-2.02D. Concrete anchorage devices must comply with section 75-3.

After fabrication, all metal parts for mounting a roadside sign must be galvanized under section 75-1.02B.

Sign Panel Fastening and Mounting Hardware

Frame assemblies for multiple sign installations must be fabricated from an aluminum alloy or structural steel complying with ASTM A36/A36M. Frames fabricated from structural steel must be hot-dip galvanized after fabrication.

Back braces for a sign must be made of commercial-quality, mild steel and hot-dip galvanized after fabrication.

Straps and saddle brackets for mounting sign panels on lighting standards, sign structure posts, and traffic signal standards must be stainless steel complying with ASTM A167, Type 302B. Theft-proof bolts must be stainless steel with a chromium content of at least 17 percent and a nickel content of at least 8 percent.

Bolts, except theft-proof bolts, lag screws, metal washers, and nuts must be made of commercial-quality steel and hot-dip galvanized after fabrication. Fiber washers must be commercial quality.

Galvanizing must comply with section 75-1.02B.

SUBMITTALS

Submit Certificates of Compliance for sign panels.

Submit manufacturer's specifications for sign steel post and hardware.

CONSTRUCTION

The line between the center of the top of a post and the center of the post at ground level must not deviate from a plumb line by more than 0.02 foot in 10 feet.

Backfill the space around metal posts with minor concrete that contains at least 470 pounds of cementitious material per cubic yard; submit concrete product specification sheet prior to construction. **Concrete shall be fully mixed with water prior to placement around metal post. Mixing of concrete in dirt hole with post will not be permitted.**

Unless surplus excavated material is hazardous, uniformly spread it along the adjacent roadway where designated by the Engineer.

The Engineer will reject damaged signs, defective signs, and signs with spelling errors before or after installation. Signs placed at the incorrect distance from the edge of pavement or traveled way will be rejected.

PAYMENT

Payment for CURVE WARNING SIGN – STEEL POST (SINGLE PANEL 36"x36") shall be per EACH (EA) sign installed, including sign panel, hardware, concrete, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or per MUTCD location requirements, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Payment for CURVE WARNING SIGN (36"x36") WITH SUPPLEMENTAL PLAQUE – STEEL POST, shall be per EACH (EA) sign installed, including sign panels, hardware, concrete, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or per MUTCD location requirements, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Payment for CHEVRONS (W1-8) – STEEL POST, shall be per EACH (EA) sign installed, including sign panel, hardware, concrete, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or per MUTCD location requirements, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Payment for ARROW (W1-6) WITH OBJECT MARKER (OM1-3)– STEEL POST, shall be per EACH (EA) sign installed, including sign panels, hardware, concrete, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or per MUTCD location requirements, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.



DEPARTMENT OF PUBLIC WORKS

QUALITY ASSURANCE PROGRAM (QAP)

For Mono County projects off the State Highway System (SHS)

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QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: County of Mono

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes to the testing and sampling frequencies or to the test methods.

I. DEFINITION OF TERMS

Acceptance Testing (AT)— Sampling and testing, or inspection, to determine the degree of compliance with contract specification requirements.

CT— California Department of Transportation (Caltrans)

Certificate of Compliance — A signed document from the materials manufacturer committing that the delivered goods meet the contract specifications

Independent Assurance Program (IAP)— Verification that AT is being performed correctly by certified testers using qualified laboratories and calibrated equipment.

Material Acceptance Program – Sampling, Testing, inspection, and certification of project materials to determine compliance with contract specifications. Materials shall be accepted by one or more of the following methods, as allowed for in this document and the contract specifications: Acceptance Testing, Manufacturer’s Certificate of Compliance, Source Inspection, or Field Inspection.

Quality Assurance Program (QAP)— A sampling, testing, and inspection program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the Materials Acceptance Program and the Independent Assurance Sampling and Testing Program (IAP).

Source Inspection– Sampling, testing, and/or inspection of manufactured or prefabricated structural materials at a location other than the job site, generally at the manufactured location.

II. MATERIALS ACCEPTANCE PROGRAM

Material incorporated into the work shall be accepted by one or more of the following methods, as specified in this document and the contract specifications:

1. Field Sampling and Acceptance Testing
2. Manufacturer’s Certificate of Compliance (with attachments if required)
3. Source Inspection and Testing
4. Visual Inspection (for minor quantities)

A. Field Sampling and Acceptance Testing (AT)

General:

1. Acceptance sampling and testing shall be performed by certified materials personnel.
2. Acceptance testing will be performed utilizing accredited materials laboratories and properly calibrated equipment.
3. Certifications and accreditations shall be specific to the tests being performed.
4. A Materials Testing Results Log shall be maintained for any test method performed more than once on a project.
5. The test results for materials incorporated into the work shall be in compliance with the contract specifications.

6. Actions taken regarding material with failing test results will be fully documented, including details documenting remove/replace, rework/re-test, and deduction/Construction Change Order (CCO).
7. Justification shall be provided for any failing material allowed to remain in place.

Sampling and Testing Locations and Frequencies:

1. Sample and testing locations and frequencies shall be in accordance with the contract specifications.
2. If not specified in the contract documents, sampling and testing locations and frequencies shall be as shown in **Attachment No. 1, Acceptance Sampling and Testing Frequency Table**.
3. When sampling products such as Portland cement concrete, cement-treated base, hot mix asphalt, or similar materials; the time of such sampling shall be varied with respect to the time of the day, insofar as possible, in order to avoid a predictable sampling routine.

Acceptance Test Methods:

The test methods used shall be as specified in the contract documents.

For a material specified to comply with a property shown in the following table, the Agency tests under the corresponding test shown:

Test Property	Test
Relative compaction	ASTM D1557, D6938, D2950, CT 375
Sand equivalent	CT 217
Resistance (R-value)	CT 301
Gradation (sieve analysis)	CT 202 (Soils), AASHTO T11, T27 (HMA)
Durability index	CT 229
Cleanness Value	CT 227

Acceptance Testing Laboratory:

1. A consultant materials laboratory shall be used to perform acceptance testing. The consultant laboratory used may vary by project.
2. The materials laboratory shall be under the responsible management of a California Registered Engineer (“Engineer”) with experience in sampling, inspection, and testing of construction materials.
3. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer’s supervision.
4. Laboratories shall be properly accredited.
5. Laboratory testing personnel shall be appropriately certified.
6. Testing equipment shall be properly calibrated.
7. Laboratories shall comply with Section III., *Independent Assurance Program*, of this document.

Reporting Acceptance Testing Results:

Test results shall be reported to the Resident Engineer (RE) as soon as possible (as shown in the table below), by email or telephone.

Copies of complete material test result reports, including data and calculation sheets, shall be provided to the RE in accordance with the following timetable:

Timetable for Providing Full Test Results to the Resident Engineer

<i>If the material is sampled...</i>	<i>And the test performed is...</i>	<i>Submit to the RE within...</i>
at the material plant	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	24 hours
at the job site	Compaction and/or maximum density	24 hours
	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	72 hours
	R value, or	96 hours
	Asphalt extraction	

Acceptance Testing Summary Logs

1. The RE shall maintain a testing summary log for each test method performed more than once on the project (ASTM 1557, etc.), and by salient feature (structure backfill, subgrade, etc.)
2. The logs shall be used by the RE to track that acceptance tests are performed at the required frequencies, that tester certifications are on file, and that all failing tests have been mitigated.
3. *Testing Log Summary*, LAPM Exhibit 16-Z2 or equivalent shall be used for applicable log summaries. The Log Summary must include test location, date tested, name of tester, test name/ID number of test performed, results, resolution of failing test results, and quantity of materials represented by test, if applicable.

B. Manufacturer's Certificate of Compliance

General:

1. Various manufactured materials may be accepted for incorporation into the work without sampling or testing, on the basis of a certificate from the manufacturer.
2. Where required by the contract specifications, the contractor shall submit a certificate of compliance.
3. Where required by the contract, the contractor shall *attach test data or other documents* to the certificate of compliance. The RE is responsible for ensuring that a COC is furnished with each lot of these materials delivered to the site, and the accepted COC must be documented in the inspector's daily report and kept in the project files.
4. The RE may perform sampling and testing on such materials at any time.
5. Certificates of compliance shall:
 - Be submitted by the Contractor before the material is incorporated into the work;
 - Accompany the material to the job site;
 - Identify the lot (or heat) number for each lot delivered which matches tags affixed or stenciled to the materials;
 - Include the contract number and/or project number;
 - Include test data and other documents if required;
 - State that the material complies with the contract specifications; and

- Be signed by the producer of the material.

List of Materials Accepted by Certificate of Compliance:

A list of materials that can be accepted on the basis of certificates of compliance during construction is found in the current Local Assistance Procedure Manual (LAPM) forms, Exhibit 16-T1, *Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications*. This list may be supplemented or amended by the contract Special Provisions or Technical Provisions. All certificates of compliance shall conform to the requirements of the contract specifications.

C. Source Inspection and Testing

1. Some manufactured or pre-fabricated structural materials will be inspected or tested prior to arrival at the jobsite, generally at the manufacturer's location (source inspected).
2. Structural items categorized as "catastrophic consequences of failure" or "significant safety concern" may be source inspected. Materials that might be source inspected include structural steel, precast prestressed concrete girders and pilings, RCP greater than 60", joint seals, bearing pads, lighting and signal poles, sign structures, and electrical items.
3. The RE may reject source inspected material at the job site if deemed unacceptable. For example:
 - Material damage in shipment or installation.
 - Defective material (source inspection is usually a random sampling and may not have checked 100% of the material).
4. A consultant materials laboratory, qualified to perform the applicable testing, will be used to perform source inspection and testing. The consultant laboratory used will vary by project.

D. Visual Inspection (Acceptance of Minor Quantities Without Testing)

General

Relatively minor quantities of construction materials may be accepted without testing if the following three conditions are met:

1. Visual examination of the material is performed.
2. The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
3. The manufacturer (or supplier in the case of HMA or concrete) provides certification that the material furnished complies with the contract specifications.

Approximate quantities that may be accepted by visual inspection:

- *Aggregates* other than for use in Portland Cement Concrete, not to exceed:
 - 100 tons per day, nor
 - 500 tons per project
- *Bituminous mixtures* (example: HMA), not to exceed
 - 50 tons per day.
 - If project total is less than 1,000 tons, sample at engineer's discretion
- *Bituminous material* (example: Liquid Asphalt), not to exceed:
 - 100 gallons per project

III. INDEPENDENT ASSURANCE PROGRAM (IAP)

The IAP shall verify:

- Sampling and testing procedures are being performed correctly; all testing equipment is in good condition and properly calibrated; and
- All AT performed on the project uses a qualified laboratory and certified testing personnel.
- IAP shall be performed on every type of materials test required for the project.

A complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the agency when unresolved discrepancies related to poor correlation between acceptance tester's results and other test results occur.

A. Laboratory to Perform Independent Assurance (IA) Testing and Duties

1. The IAP, including certification of testers and qualification of lab, shall be executed by a consultant who is different from AT consultant.
2. IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory.
3. IA shall be performed on every type of materials test required for the project or as directed by the Resident Engineer.
4. IAP samples and tests shall not be used for determining compliance with contract requirements.

B. Laboratory Accreditation

1. The AT materials laboratory shall participate and comply with one or more of the following Correlation Testing Programs:
 - AASHTO Materials Reference Laboratory (AMRL)
 - Cement and Concrete Reference Laboratory (CCRL)
 - Caltrans' Reference Samples Program (RSP)
2. The AT laboratory Accreditation shall occur annually.
3. A copy of the current laboratory qualification shall be kept in the project records.

C. Tester Certification

1. Sampling and testing personnel shall be certified by one or more of the following Personnel Certification Programs:
 - CT Materials Engineer and/or CT METS IA Representative (for CT tests only) and Joint Certification Testing Program (JCTP)
 - Nationally recognized organizations such as the American Concrete Institute
 - National Institute of Certification of Engineering Technologies
 - Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
2. Proficiency tests is part of IA program and shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests (CT202, CT 217, CT 227, respectively).
3. A copy of each tester's current and applicable certifications shall be kept in the project files.

D. Equipment Certification / Calibration

1. Laboratory testing equipment shall comply with the following:
 - Be capable of performing the tests required.
 - Be in good working order.

- Be calibrated
- Be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology.
- Have a decal firmly affixed to each piece of equipment showing the date of the last calibration.

IV. CERTIFICATION OF PROJECT MATERIALS

The Resident Engineer shall complete and sign Exhibit 17-G, "Materials Certificate" of the Local Assistance Procedures Manual (LAPM) upon completion of a federal-aid project.

The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records.

All materials incorporated into the work which did not conform to specifications must be explained and justified on the Materials Certificate, including changes by virtue of change order. The original is submitted to the DLAE in the Report of Expenditures and a copy is placed in the project file..

The form shall be filed in the project records.

All material records of samples and test, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary" Caltrans Exhibit 16-Z2, or equivalent, facilitates reviews of material sampling and testing by Caltrans and FHWA and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

V. PROJECT QAP RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project, each project shall have the following quality assurance documents on file:

- Copy of Quality Assurance Program
- Certificates of Proficiency-Testers and Samplers
- Certificates of Accreditation of Testing Lab
- Acceptance Testing Log Summary and Test Results
- Notice of Materials to be Used (LAPM Exhibit 16-I, or equivalent)
- Certificates of Compliance and Buy America Certificates
- Source inspection records and report, if applicable
- Materials Certification (LAPM Exhibit 17-G)

In accordance with the County's adopted records retention policy, all project records shall be available for inspection by auditors and reviewers at any time during the project and for at least three years after final project voucher date by Caltrans.

VI. ATTACHMENTS

Attachment 1: Acceptance Sampling and Testing Frequencies

APPROVED BY:



A handwritten signature in black ink, appearing to read "Kalen Willam Dodd", written over a horizontal line.

(Signature)

Date: February 5, 2024

NAME: Kalen Dodd
(Print)

TITLE: County Engineer

ACCEPTANCE SAMPLING AND TESTING FREQUENCY TABLE
(Projects off the State Highway System)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
Hot Mix Asphalt Asphalt Concrete	Sieve Analysis (Coldfeed, RAP)	CT 202 or AASHTO T27, AASHTO T11,	Minimum 1 per day for placement of 500 tons or more per day	Coldfeed / RAP at Batch Plant during production of HMA per CT 125
	Sand Equivalent	CT 217 or AASHTO T176		
	Theoretical Maximum Specific Gravity and Density	CT 309 or AASHTO T209	Minimum 1 per day for placement of 500 tons or more per day	Random Location per CT 125
	Asphalt Binder Content	CT 382 or AASHTO T308		
	HMA Moisture Content	CT 370 or AASHTO T329		
	In-Place Density and Relative Compaction	ASTM D2950, CT 375	Minimum of 1 test per 500 tons; Minimum of 1 test per Lot	In-place during final compaction at randomly determined locations
	Asphalt Binder	NA	Sample 1 Min per day for production of 500 tons or more per day; No testing required unless directed by Engineer	At Batch Plant per CT 125
	Stabilometer	CT 366, ASTM 1560	At Engineer's discretion	Per CT 125 and/or CT 304
	Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt	CT 375, CT 308 or AASHTO T275	At Engineer's discretion	At randomly determined Project Location
	Smoothness	12-foot Straightedge	As necessary to confirm contract compliance	Final pavement surface

Material	Property or Characteristic	Test Method*	Frequency	Sampling Point
Portland Cement Concrete (Structural)	Making and Curing Concrete Cylinders	ASTM C31 or CT 540	Minimum 1 set of 5 cylinders per 100 cubic yards of concrete	Per ASTM C172 or CT 539
	Temperature	ASTM C1064 or CT 557	1 per sample	Per ASTM C172 or CT 539
	Slump	ASTM C143 or CT 556	1 per sample	Per ASTM C172 or CT 539
	Air Entrainment	ASTM C231 or CT 504	Minimum 1 per sample if concrete mix design specifies air entrainment	Per ASTM C172 or CT 539
	Unit Weight	ASTM C138 or CT 518	1 per sample	Per ASTM C172 or CT 539
	Compressive Strength	ASTM C39 or CT 521	7 days and 28 days**	NA

* American Concrete Institute (ACI) provides certification to perform the relevant ASTM test methods and practices for concrete.

** If the concrete mix design contains fly ash or other pozzolan with specified strength greater than 3,600 psi, frequency shall be 7 days and 42 days or 7 days and 56 days depending on mix design.

ACI - American Concrete Institute
AASHTO - American Association of State Highway and Transportation Officials
ASTM - American Society for Testing and Materials
CT - Caltrans Test Method

ACCEPTANCE SAMPLING AND TESTING FREQUENCY TABLE
 (Projects off the State Highway System)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
Excavation / Embankment	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	Subgrade	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts
Imported Borrow				
Aggregate Base	Maximum Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Per CT 125
Subbase	Sieve Analysis	CT 202 or ASTM C136, ASTM C117	Minimum 1 per material/type	
	Asphalt Grindings	Sand Equivalent		
	Durability Index	CT 229 or ASTM D3744	At Engineer's Discretion	
	R-Value	CT 301 or ASTM 2844		
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938, ASTM 2922 or CT 231	Minimum 1 test per 5000 square feet of work area; Minimum one test per Lot	In-Place Compacted Aggregate
Structure Backfill	Sieve Analysis	CT 202 or ASTM C136, ASTM C117	Minimum 1 per material/type	Per CT 125
	Sand Equivalent	CT 217		
		R-Value	CT 301 or ASTM 2844	At Engineer's Discretion
Select Backfill	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts	Compacted lift or subgrade

ASTM - American Society for Testing and Materials
 CT - Caltrans Test Method

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SECTION IV



PROJECT PLANS

Systemic Safety Curve Signage Project

Project No. 9319

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01/50/2024

MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT

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GENERAL CONSTRUCTION AND SITEWORK SPECIFICATIONS

GENERAL:

- ALL WORK SHALL CONFORM TO THESE PLANS, PROJECT SPECIFICATIONS, MONO COUNTY ORDINANCES AND STANDARDS AND "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS" (2018 GREEN BOOK) ISSUED BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO). RELEVANT PLAN DETAILS AND SPECIFICATIONS ARE ADOPTED FROM CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS AND STANDARD PLANS (2023 EDITION). IN THE EVENT OF A CONFLICT BETWEEN THE PRECEDING DOCUMENTS, THE CONTRACTOR SHALL INFORM THE RESIDENT ENGINEER IMMEDIATELY. THE MONO COUNTY ENGINEERING DEPARTMENT WILL DECIDE WHICH DOCUMENT APPLIES TO THE CONFLICT.
 - CONTRACTOR SHALL CONDUCT ALL GRADING OPERATIONS IN CONFORMANCE WITH THE CONSTRUCTION SAFETY ORDERS OF THE STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF INDUSTRIAL SAFETY. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GENERAL OSHA STANDARDS FOR THE PROTECTION OF WORKMEN AND THE GENERAL PUBLIC.
 - CONTRACTOR SHALL CALL USA ALERT AT (800) 642-2444 AT LEAST 48 HOURS PRIOR TO STARTING WORK. UTILITIES SHOWN ON THESE PLANS ARE LOCATED BASED ON AVAILABLE RECORDS AND FIELD MEASUREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 - ANY EVIDENCE OF THE HISTORICAL PRESENCE OF HAZARDOUS MATERIALS SHALL BE BROUGHT TO THE ATTENTION OF THE MONO COUNTY PUBLIC WORKS DEPARTMENT AND ALL CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL AUTHORIZED BY THAT DEPARTMENT.
 - A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO COMMENCING ANY SITE ACTIVITIES. MONO COUNTY PUBLIC WORKS DEPARTMENT WILL COORDINATE THIS MEETING WITH THE CONTRACTOR AND OTHER RELEVANT PARTIES.
 - CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 7:00 PM MONDAY THROUGH SATURDAY (NO OPERATIONS ALLOWED ON SUNDAY). CONTRACTOR SHALL KEEP NOISE LEVELS OF CONSTRUCTION EQUIPMENT TO A MINIMUM USING SOUND MUFFLING DEVICES IN ACCORDANCE WITH PREVAILING REQUIREMENTS. SITE PREPARATION AND CONSTRUCTION SHALL BE CONDUCTED SO AS TO MINIMIZE EXCESSIVE NOISE, DUST, DEBRIS AND DISTURBANCE TO BUSINESS OR RESIDENTS.
 - THE LIMITS OF CONSTRUCTION SPECIFIED ON THESE PLANS SHALL BE CAREFULLY AND FULLY FLAGGED PRIOR TO START OF CONSTRUCTION IN A MANNER TO PREVENT DAMAGE TO VEGETATION AND DISTURBANCE TO SOILS OUTSIDE THE CONSTRUCTION AREA. SITE-DISTURBING ACTIVITIES SHALL BE RESTRICTED TO THE DEFINED BOUNDARIES OF THE PROJECT.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR, AND WILL BEAR THE COST OF, RESETTling ANY SURVEY STAKES OR MONUMENTS DESTROYED BY HIS OPERATIONS.
- EROSION CONTROL:**
- DURING CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES SUCH AS BERMS, SILT FENCES, FIBER ROLLS, EROSION CONTROL BARRIERS, OR OTHER METHODS SHALL BE INSTALLED AS NECESSARY TO PREVENT DISCHARGE OF CAPTURED MATERIALS FROM THE SITE DURING PERIODS OF PRECIPITATION OR RUNOFF. SIMILAR MEASURES SHALL BE INSTALLED ON OR AROUND ANY SOIL STOCKPILE LOCATED ADJACENT TO PUBLIC ROADWAYS, RESIDENCES, OR BUSINESSES, IN THE VICINITY OF BODIES OF WATER, OR WHEN REMAINING ON-SITE FOR AN EXTENDED PERIOD.
 - CONTRACTOR SHALL TAKE ALL SUCH MEASURES NECESSARY TO RETAIN SOIL AND SEDIMENT ON-SITE AND TO PREVENT TRACKING OF MUD AND DIRT ONTO PUBLIC ROADWAYS.
 - AT NO TIME SHALL THE CONTRACTOR DEWATER THE PROJECT SITE BY PUMPING INTO BODIES OF WATER, STORM DRAINS, OR A SUBURBAN SYSTEM.
- MATERIALS:**
- ALL ROADSIDE SIGNS AND HARDWARE SHALL CONFORM TO THE PROVISIONS OF THE 2023 CALTRANS STANDARD SPECIFICATIONS, SECTION 82, SIGNS AND MARKERS.
 - CONCRETE SHALL BE PORTLAND CEMENT (TYPE I OR II) WITH A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI. CONCRETE SHALL BE FULLY MIXED WITH WATER PRIOR TO PLACEMENT AROUND METAL SIGN POST. MIXING OF CONCRETE IN DIRT HOLE WILL NOT BE PERMITTED.

SIGN INDEX

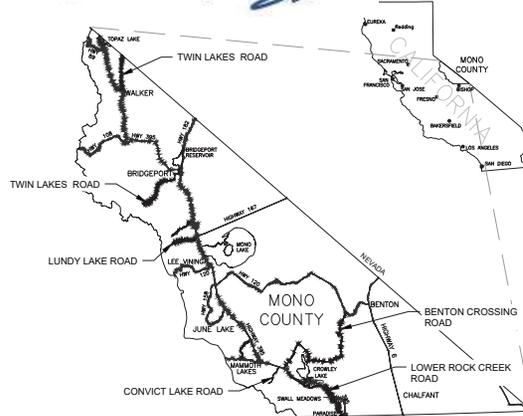
SIGN TYPE	SIZE
DIAMOND SHAPED WARNING SIGNS (W1-1, 2, 3, 4, 5, W1-10, 11, W7-1a)	36"X36"
ADVISORY SPEED PLAQUE (W13-1P)	18"X18"
ARROW (W1-6)	48"X 24"
CHEVRON (W1-8)	18"X24"
NEXT 5 MILES PLAQUE (W7-3aP)	24"X18"
ADVANCE STREET NAME, 1-LINE PLAQUE (W16-8P, "CASA DIABLO MINE RD)	30"X18"

SIGN QUANTITY TABLES

SIGN TYPE	QUANTITY
W1-1	18
W1-2	40
W1-3	4
W1-4	6
W1-5	4
W1-10	1
W1-10b	4
W1-10c	1
W1-11	4
W7-1a (25s)	1
W7-3aP (NEXT 5 MILES)	2
Chevron (W1-8)	148
Arrow (W1-6) with Object Marker (OM1-3)	14
W13-1P	57
W16-8aP (CASA DIABLO MINE RD)	2
Remove and Salvage Sign	53

W13-1P SIGN	QUANTITY
15MPH	2
20MPH	5
25MPH	14
30MPH	3
35MPH	13
40MPH	16
45MPH	2
50MPH	2

PROJECT LOCATION MAP



INDEX TO SHEETS

- C1: TITLE SHEET
- C2: SIGN DETAILS

LOWER ROCK CREEK ROAD:

- C3: LOWER ROCK CREEK ROAD CURVE LOCATION MAP
- C4: LOWER ROCK CREEK ROAD - 300' SOUTH OF HWY 395
- C5: LOWER ROCK CREEK ROAD CURVE 1
- C6: LOWER ROCK CREEK ROAD CURVE 2
- C7: LOWER ROCK CREEK ROAD CURVES 3 & 4
- C8: LOWER ROCK CREEK ROAD - 3.7 MI SOUTH OF HWY 395
- C9: LOWER ROCK CREEK ROAD CURVES 5 & 6
- C10: LOWER ROCK CREEK ROAD CURVE 7
- C11: LOWER ROCK CREEK ROAD CURVES 8 & 9
- C12: LOWER ROCK CREEK ROAD - 3.2 MI SOUTH OF SMALL MEADOWS RD
- C13: LOWER ROCK CREEK ROAD CURVES 10 & 11

BENTON CROSSING ROAD:

- C14: BENTON CROSSING ROAD CURVE LOCATION MAP
- C15: BENTON CROSSING ROAD CURVE 1
- C16: BENTON CROSSING ROAD CURVE 2
- C17: BENTON CROSSING ROAD CURVE 3
- C18: BENTON CROSSING ROAD CURVES 4 & 5
- C19: BENTON CROSSING ROAD CURVE 6
- C20: BENTON CROSSING ROAD CURVE 7
- C21: BENTON CROSSING ROAD CURVE 8
- C22: BENTON CROSSING ROAD CURVE 9
- C23: BENTON CROSSING ROAD CURVES 10a-10d
- C24: BENTON CROSSING ROAD CURVE 10e
- C25: BENTON CROSSING ROAD CURVE 11
- C26: BENTON CROSSING ROAD CURVE 12
- C27: BENTON CROSSING ROAD CURVE 13
- C28: BENTON CROSSING ROAD CURVE 14
- C29: BENTON CROSSING ROAD CURVE 15

CONVICT LAKE ROAD:

- C30: CONVICT LAKE ROAD CURVE LOCATION MAP
- C31: CONVICT LAKE ROAD CURVE 1

LUNDY LAKE ROAD:

- C32: LUNDY LAKE ROAD CURVE LOCATION MAP
- C33: LUNDY LAKE ROAD CURVE 1
- C34: LUNDY LAKE ROAD CURVE 2

TWIN LAKES ROAD:

- C35: TWIN LAKES ROAD CURVE LOCATION MAP
- C36: TWIN LAKES ROAD CURVE 1
- C37: TWIN LAKES ROAD CURVE 2
- C38: TWIN LAKES ROAD CURVE 3
- C39: TWIN LAKES ROAD CURVE 4
- C40: TWIN LAKES ROAD CURVE 5
- C41: TWIN LAKES ROAD CURVES 6a & 6b
- C42: TWIN LAKES ROAD CURVES 7a & 7b
- C43: TWIN LAKES ROAD CURVE 8
- C44: TWIN LAKES ROAD CURVE 9

EASTSIDE LANE:

- C45: EASTSIDE LANE CURVE LOCATION MAP
- C46: EASTSIDE LANE CURVE 1
- C47: EASTSIDE LANE CURVE 2
- C48: EASTSIDE LANE CURVE 3
- C49: EASTSIDE LANE CURVE 4
- C50: EASTSIDE LANE CURVES 5
- C51: EASTSIDE LANE CURVE 6

CUNNINGHAM LANE:

- C52: CUNNINGHAM LANE CURVE LOCATION MAP
- C53: CUNNINGHAM LANE CURVE 1
- C54: CUNNINGHAM LANE CURVES 2a & 2b

REFERENCED CALTRANS STANDARD PLANS (2023):

- RSS: ROADSIDE SIGNS PSST POST TYPICAL INSTALLATION DETAILS NO. 1
- RSS: ROADSIDE SIGNS PSST POST TYPICAL INSTALLATION DETAILS NO. 2



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PREPARED FOR:
MONO COUNTY DEPARTMENT OF PUBLIC WORKS
POST OFFICE BOX 457
14 NORTH 200th STREET
MAMMOTH LAKES, CALIFORNIA 93547

MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
TITLE SHEET
MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
SCALE: AS NOTED
DRAWN: MYP

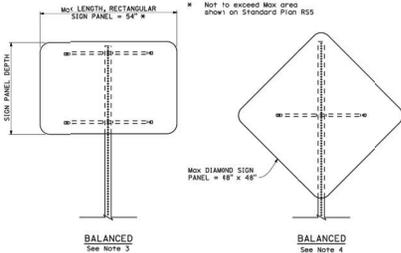
APPROVED BY: MONO COUNTY DEPARTMENT OF PUBLIC WORKS
PAUL E. ROTEN
P.E. C56891
DATE: 01/05/2024

XREF NO.: 01.4457
DWG: C1
SHEET 1 OF 54

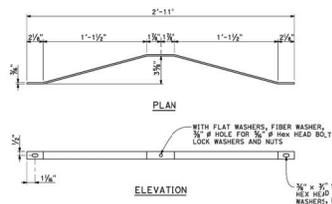
Z:\07 Mammoth Lakes Mono County PSST Curve Location Map.dwg Date: 26/12/2023 - 1:41pm, mprotter

STATE COUNTY ROUTE POST MILES SHEET TOTAL PROJECT NO. SHEETS
 REGISTERED CIVIL ENGINEER
 May 1, 2023
 STATE OF CALIFORNIA
 CIVIL ENGINEERING
 EXPIRES 05-01-2026
 10000
 33-2-R

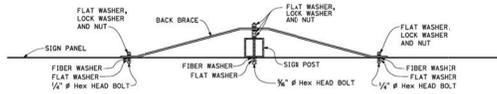
- NOTES**
- Balanced single post installations of single sheet aluminum panel signs require back braces when 2'-10" or more in length.
 - Wood block spacers are not required for signs mounted on metal posts.
 - Attach rectangular sign panel to sign post with bolts on the top and bottom. Center may be attached with either bolt or 3/8" drive rivets.
 - Attach diamond sign panel to sign post with bolt at center. Top and bottom may be attached with either bolts or 3/8" drive rivets.
 - For details not shown, see Standard Plans R51 and R52.



SINGLE POST INSTALLATION



BACK BRACE DETAIL
See note 1

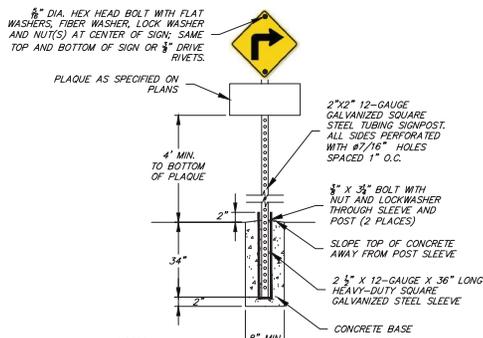


BACK BRACE MOUNTING DETAIL
See Note 1

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**ROADSIDE SIGN
 POST POST
 TYPICAL INSTALLATION
 DETAILS No. 2**
 NO SCALE

RS6

2023 STANDARD PLAN RS6



NOTES:

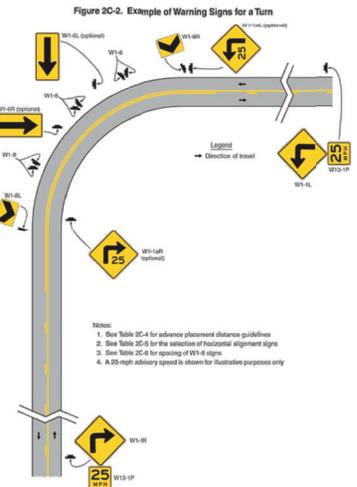
- SIGN MATERIALS, CONSTRUCTION AND PLACEMENT SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- SIGNS SHALL BE MOUNTED WITH TAMPER PROOF HARDWARE.
- MINIMUM SIGN POST EMBEDMENT IN SLEEVE SHALL BE 12".

WARNING SIGN DETAIL

NOTE:
 CHEVRON SIGNS SHALL BE INSTALLED AT A MINIMUM HEIGHT OF 4 FEET, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE ELEVATION OF THE NEAR EDGE OF THE TRAVELED WAY.

SIGN PLACEMENT DETAIL

SIGN DETAILS



**MUTCD FIGURE 2C-2
 EXAMPLE OF WARNING SIGNS FOR A TURN**



PREPARED & SUBMITTED BY
 REGISTERED PROFESSIONAL ENGINEER
 EX. C. 4533
 THOMAS A. RAY, P.E.
 STATE OF CALIFORNIA
 DATE: 12/26/2023

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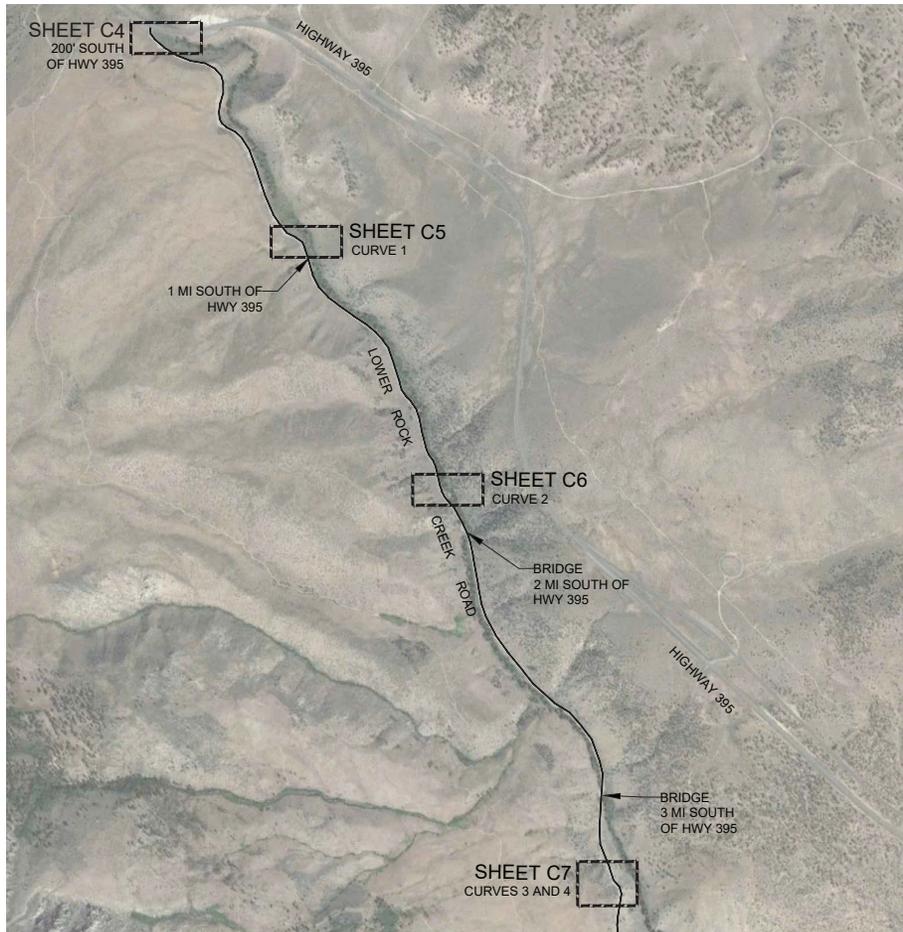
REVISIONS:	BY:

PREPARED FOR:
 MONO COUNTY DEPARTMENT OF
 PUBLIC WORKS
 POST OFFICE BOX 457
 14 NORTH 20000 STREET
 MAMMOTH, CALIFORNIA 93531

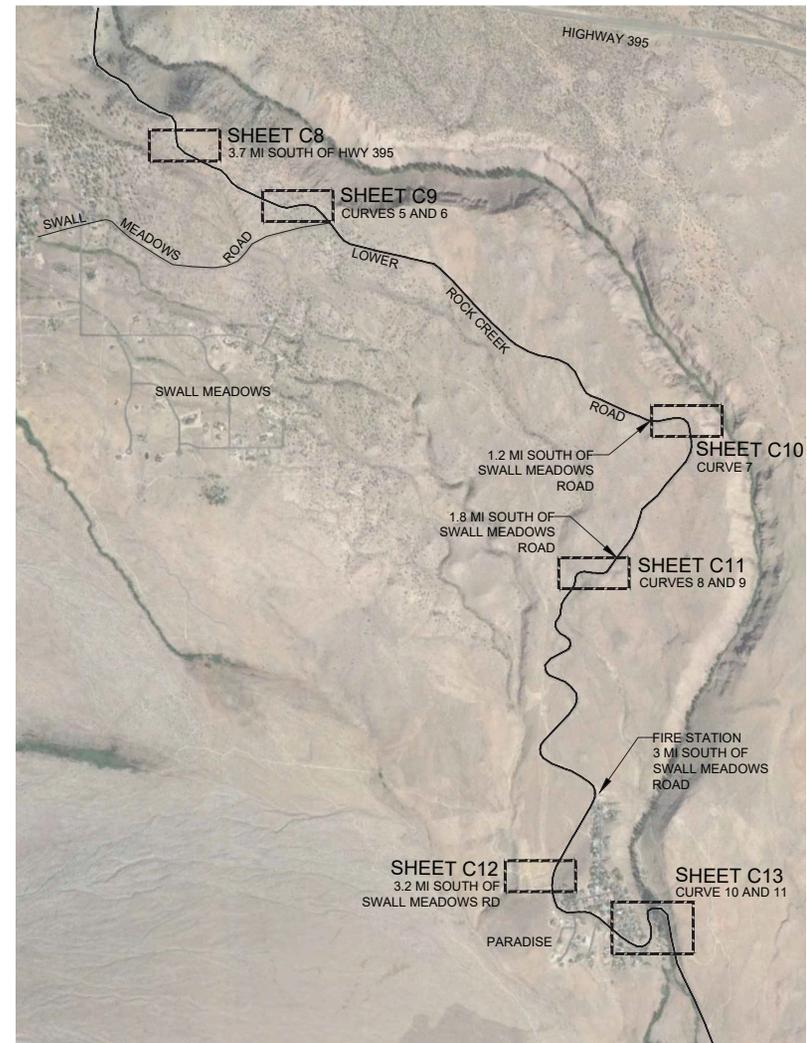
MONO COUNTY SYSTEMIC SAFETY CURVE
 SIGNAGE PROJECT
 SIGN DETAILS
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C2
 SHEET 2 OF 54

2: D7 Mammoth Lakes Mono County NSRP Curve Safety Project - Dec 26, 2023 - 1:41pm, mray@trotterholmes.com



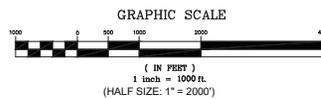
LOWER ROCK CREEK ROAD – NORTH
CURVES 1-4 LOCATION MAP



LOWER ROCK CREEK ROAD – SOUTH
CURVES 5 THROUGH 10 LOCATION MAP

LOWER ROCK CREEK ROAD SIGN QUANTITY TABLE

Item	Quantity	Units
Curve Warning Sign - Steel Post (W1-1)	5	EA
Curve Warning Sign - Steel Post (W1-3)	2	EA
Curve Warning Sign - Steel Post (W1-4)	4	EA
Winding Road Ahead - Steel Post (W1-5)	4	EA
Curve Warning Sign - Steel Post (W1-11)	2	EA
Chevron (W1-8)	14	EA
Advisory Speed Plaque (W13-1P)	14	EA
"Next 5 Miles" Plaque (W7-3aP)	2	EA
Remove and Salvage Ex. Sign Panel and Steel Post	9	EA



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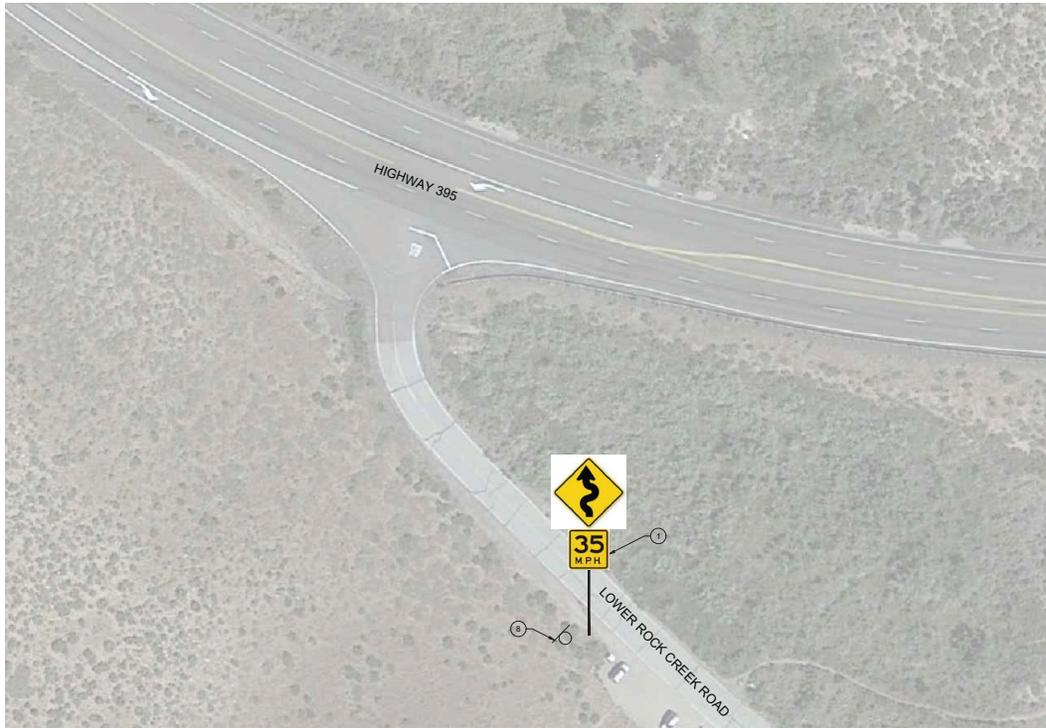
REVISIONS	BY:

PREPARED FOR:
MONO COUNTY DEPARTMENT OF PUBLIC WORKS
POST OFFICE BOX 457
14 NORTH 2000 STREET
MAMMOTH, CALIFORNIA 93817

MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
LOWER ROCK CREEK ROAD CURVE LOCATION MAP
MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
SCALE: AS NOTED
DRAWN: MYP
JOB NO.: 01.4457
DWG: C3
SHEET 3 OF 54

Z:\07 Mammoth\1483 Mono County\NSP Curve\ACAD\1 NSP Lower Rock Creek.dwg Date: 26/2023 - 1:42pm, mpm@tthd.com



LOWER ROCK CREEK - 300 FEET SOUTH OF HWY 395

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST WINDING ROAD WARNING SIGN (W1-5) WITH ADVISORY 35 MPH SPEED SIGN (W3-1P) PER SIGN DETAILS ON SHEET C2.
- ② REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.



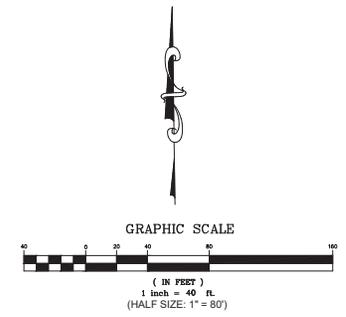
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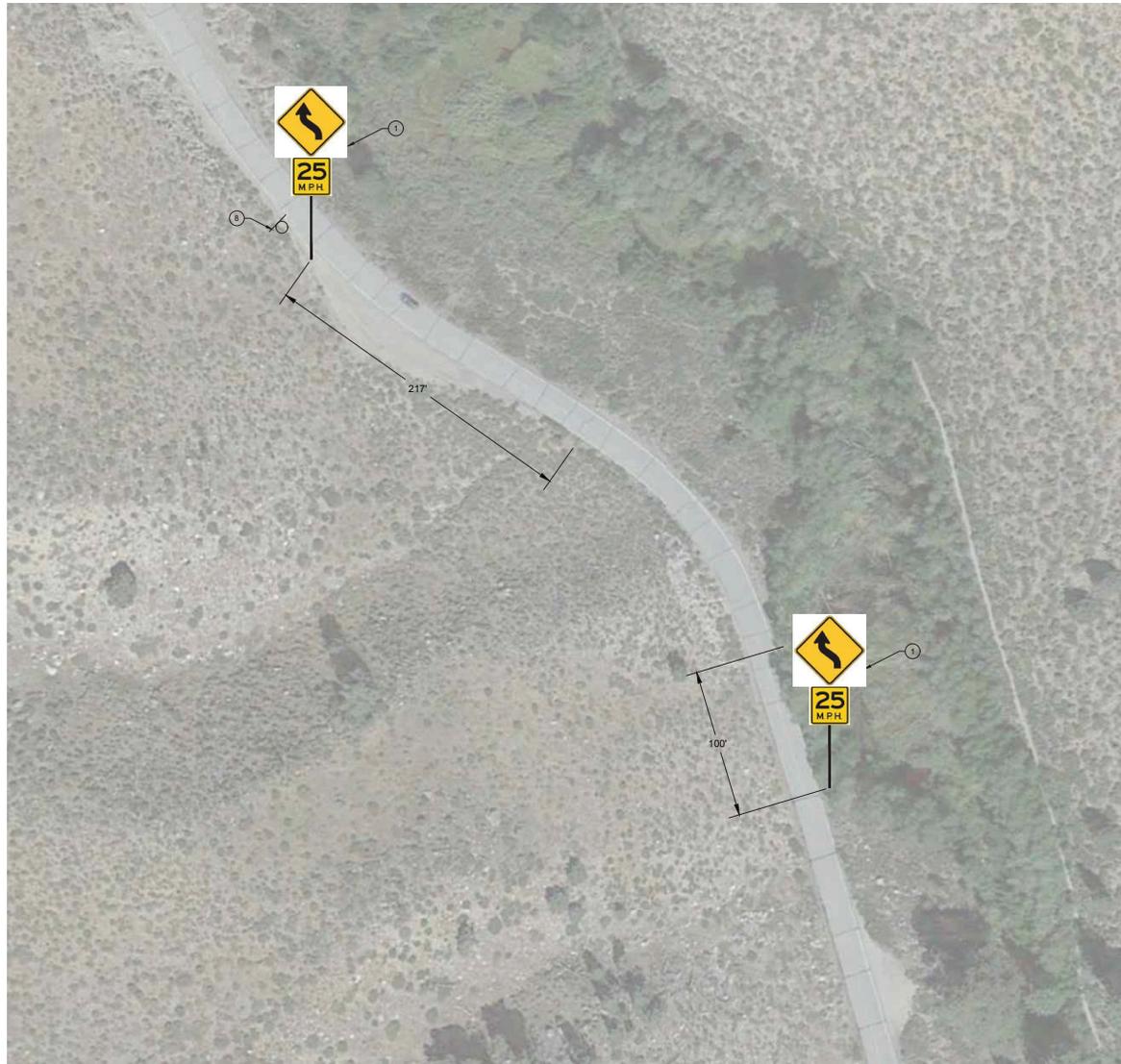
PREPARED FOR:
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 POST OFFICE BOX 457
 14 NORTH 2000S STREET
 MAMMOTH, CALIFORNIA 93271

MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 LOWER ROCK CREEK ROAD - 300' SOUTH HWY 395
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C4
 SHEET 4 OF 54



Z:\07 Mammoth Lakes\03 Mono County\KSP Curve\KSP Curve\KSP Lower Rock Creek.dwg Date: 06/26/2023 1:42pm, unapproved



LOWER ROCK CREEK - CURVE 1

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-4) WITH ADVISORY 25 MPH SPEED SIGN (W3-1P) PER SIGN DETAILS ON SHEET C2.
- ② REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.



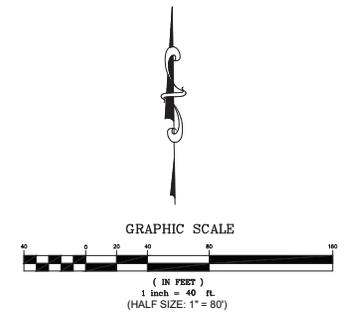
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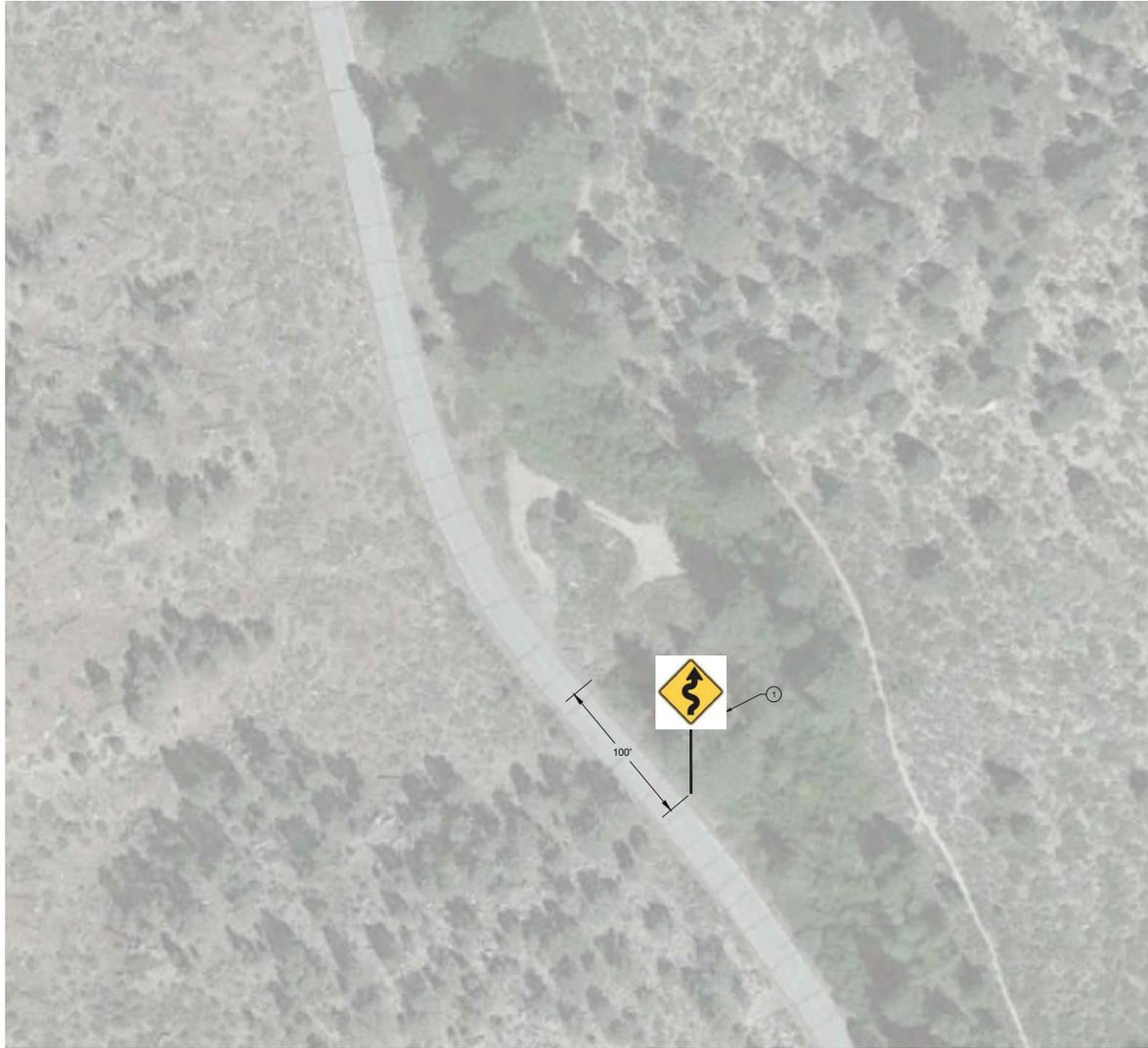
PREPARED FOR:
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 POST OFFICE BOX 457
 14 NORTH SECOND STREET
 MAMMOTH, CALIFORNIA 93517

MONO COUNTY SYSTEMIC SAFETY CURVE
 SIGNAGE PROJECT
 LOWER ROCK CREEK ROAD CURVE 1
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C5
 SHEET 5 OF 54



Z:\07 Mammoth\1483 Mono County NSRP Curve\ACAD\1 NSRP Lower Rock Road Curve.dwg Date: 06/20/23 - 1:42pm, mpm@trhd.com



LOWER ROCK CREEK - CURVE 2

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-5) PER SIGN DETAILS ON SHEET C2.



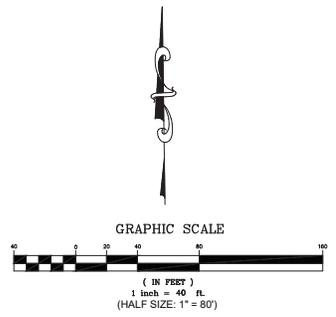
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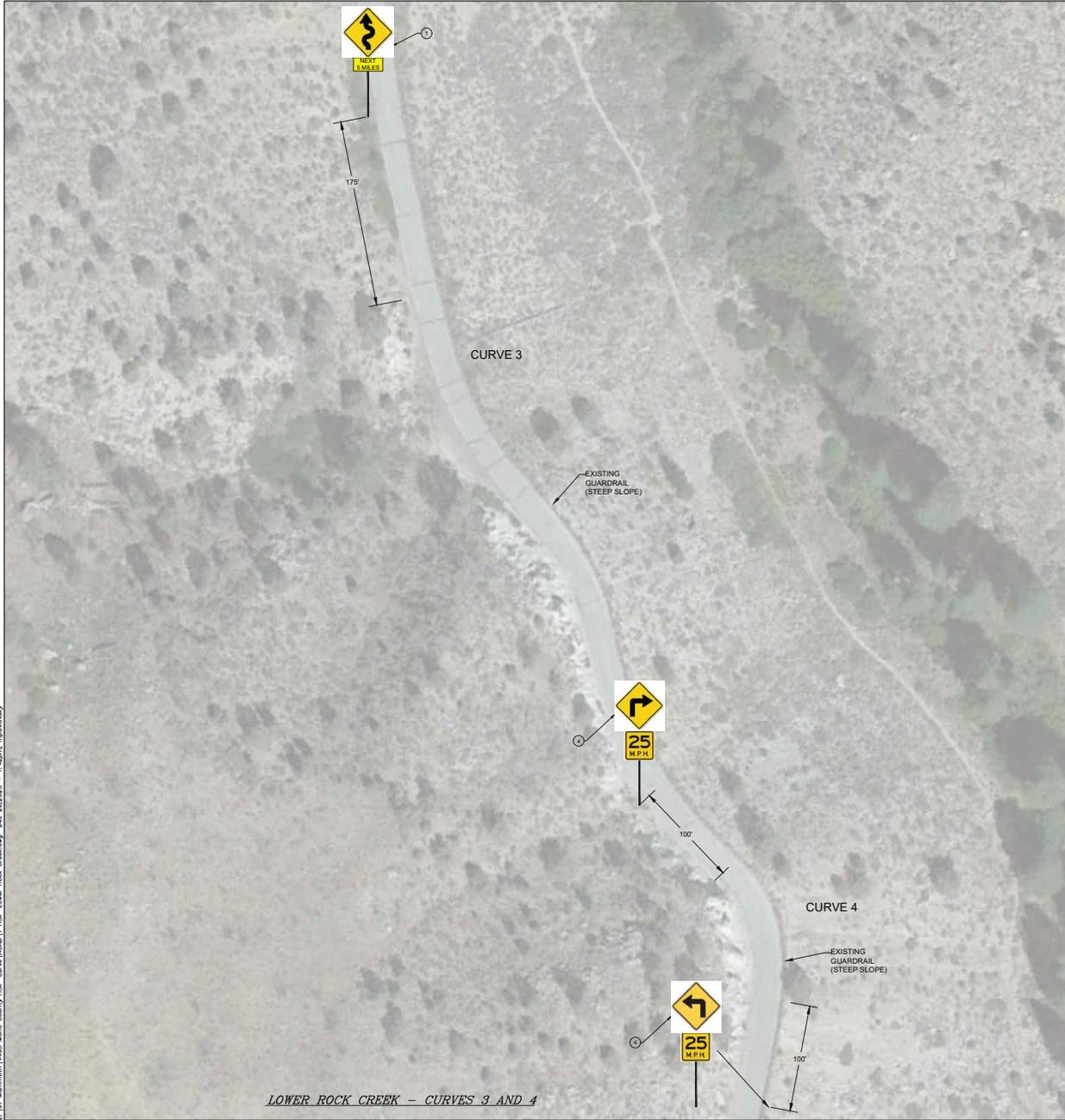
PREPARED FOR:
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 POST OFFICE BOX 457
 14 NORTH SONGS STREET
 MAMMOTH, CALIFORNIA 93817

MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 LOWER ROCK CREEK ROAD CURVE 2
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C6
 SHEET 6 OF 54



Z:\07 Mammoth Lakes\03 Mono County\KSP Curve\KSP Curve\KSP Lower Rock Creek.dwg Date: 06/26/2023 1:42pm, unapproved



LOWER ROCK CREEK - CURVES 3 AND 4

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST WINDING ROAD WARNING SIGN (W1-5) WITH "NEXT 5 MILES" PLAQUE (W7-3aP) PER SIGN DETAILS ON SHEET C2.
- ② INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-1) WITH ADVISORY 25 MPH SPEED SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2.



PREPARED & SUBMITTED BY:
 REGISTERED PROFESSIONAL ENGINEER
 M.E.T. THOMAS A.P.C.E.
 No. C 10338
 STATE OF CALIFORNIA
 DATE: 12/26/2023

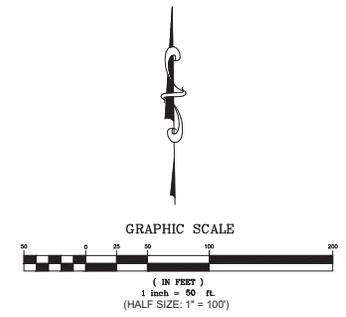
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 POST OFFICE BOX 457
 14 WORTH STREET, SUITE 200
 MAMMOTH LAKES, CALIFORNIA 93547

MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 LOWER ROCK CREEK ROAD CURVES 3 & 4
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C7
 SHEET 7 OF 54



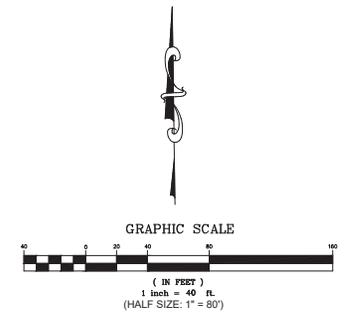
Z:\07 Mammoth Lakes Mono County NSRP Curve\424011 NSRP Lower Rock Creek.dwg Date: 26/2023 1:42pm, unapproved



LOWER ROCK CREEK - CURVES 5-6

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-4) WITH ADVISORY 30 MPH SPEED SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2.



PREPARED & SUBMITTED BY:
 REGISTERED PROFESSIONAL ENGINEER
 M. C. HESS
 No. 10000
 STATE OF CALIFORNIA
 DATE: 12/26/2023

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 144 NORTH 2000S STREET
 MAMMOTH, CALIFORNIA 93617

MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 LOWER ROCK CREEK ROAD - CURVES 5 & 6
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C8
 SHEET 8 OF 54



LOWER ROCK CREEK - CURVE 7

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-1) WITH ADVISORY 25 MPH SPEED SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2.
- ② INSTALL DOUBLE CHEVRON SIGN (W1-8) AT 80' SPACING PER SIGN DETAILS ON SHEET C2.
- ③ INSTALL SINGLE CHEVRON SIGN (W1-8) AT 80' SPACING PER SIGN DETAILS ON SHEET C2.



PREPARED & SUBMITTED BY:
 REGISTERED PROFESSIONAL ENGINEER
 M.E.E.C. 44538
 THOMAS A. P. FAY
 CIVIL ENGINEER
 STATE OF CALIFORNIA
 DATE: 12/26/2023

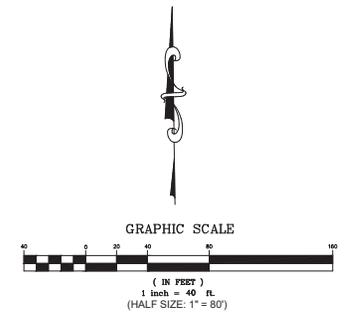
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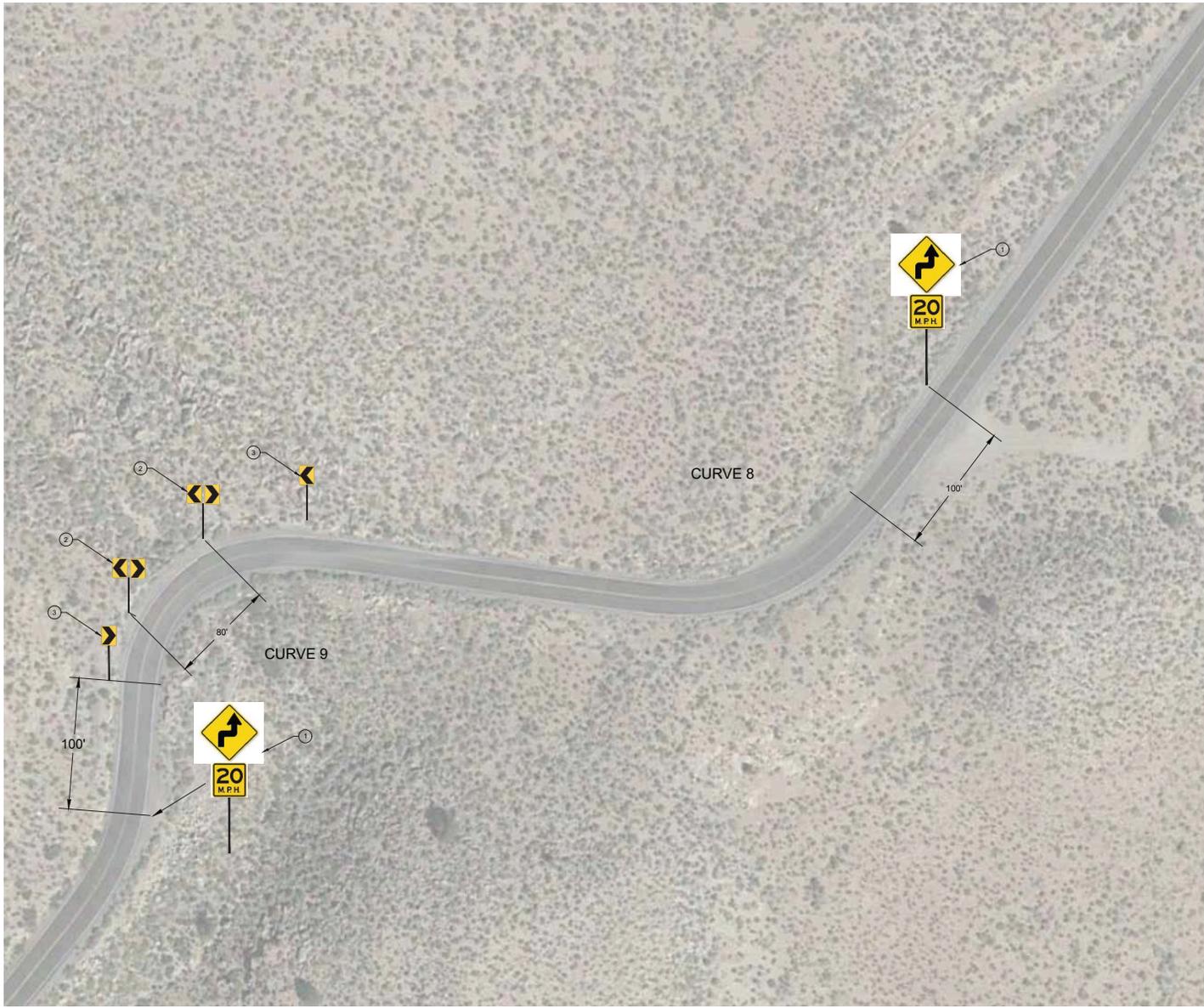
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 MAMMOTH, CALIFORNIA 93271

MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 LOWER ROCK CREEK ROAD CURVE 7
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C10
 SHEET 10 OF 54



Z:\07 Mammoth\1403 Mono County MSP Curve\40401 MSP Lower Rock Creek.dwg Date: 06/20/23 1:42pm, msp@trhd.com



LOWER ROCK CREEK - CURVES 8-9

- CONSTRUCTION NOTES**
- ① INSTALL STEEL-POST CURVE WARNING SIGN (W1-3) WITH ADVISORY 20 MPH SPEED SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2.
 - ② INSTALL DOUBLE CHEVRON SIGN (W1-8) AT 80' SPACING PER SIGN DETAILS ON SHEET C2.
 - ③ INSTALL SINGLE CHEVRON SIGN (W1-8) AT 80' SPACING PER SIGN DETAILS ON SHEET C2.

trud/holmes ASSOC.
civil engineering
land surveying
MAMMOTH LAKES
BISHOP
REDWOOD CITY

PREPARED & SUBMITTED BY:
REGISTERED PROFESSIONAL ENGINEER
M.E. C. HESS
STATE OF CALIFORNIA
DATE: 12/26/2023

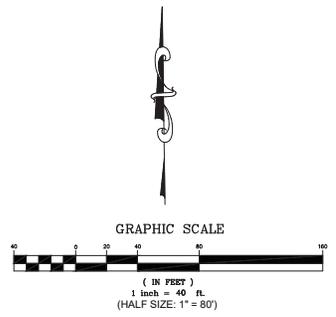
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MONO COUNTY SYSTEMIC SAFETY CURVE
SIGNAGE PROJECT
LOWER ROCK CREEK ROAD CURVE 8 & 9
MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
SCALE: AS NOTED
DRAWN: MYP
JOB NO.: 01.4457
DWG: C11
SHEET 11 OF 54



Z:\07 Mammoth Lakes Mono County NISP Curve\4240\1 NISP Lower Rock Creek.dwg Date: 06/26/2023 1:42pm, unapproved



LOWER ROCK CREEK - 3.2 MI SOUTH OF SWALL MEADOWS ROAD

CONSTRUCTION NOTES

- ① REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.



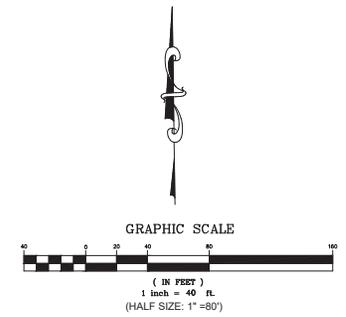
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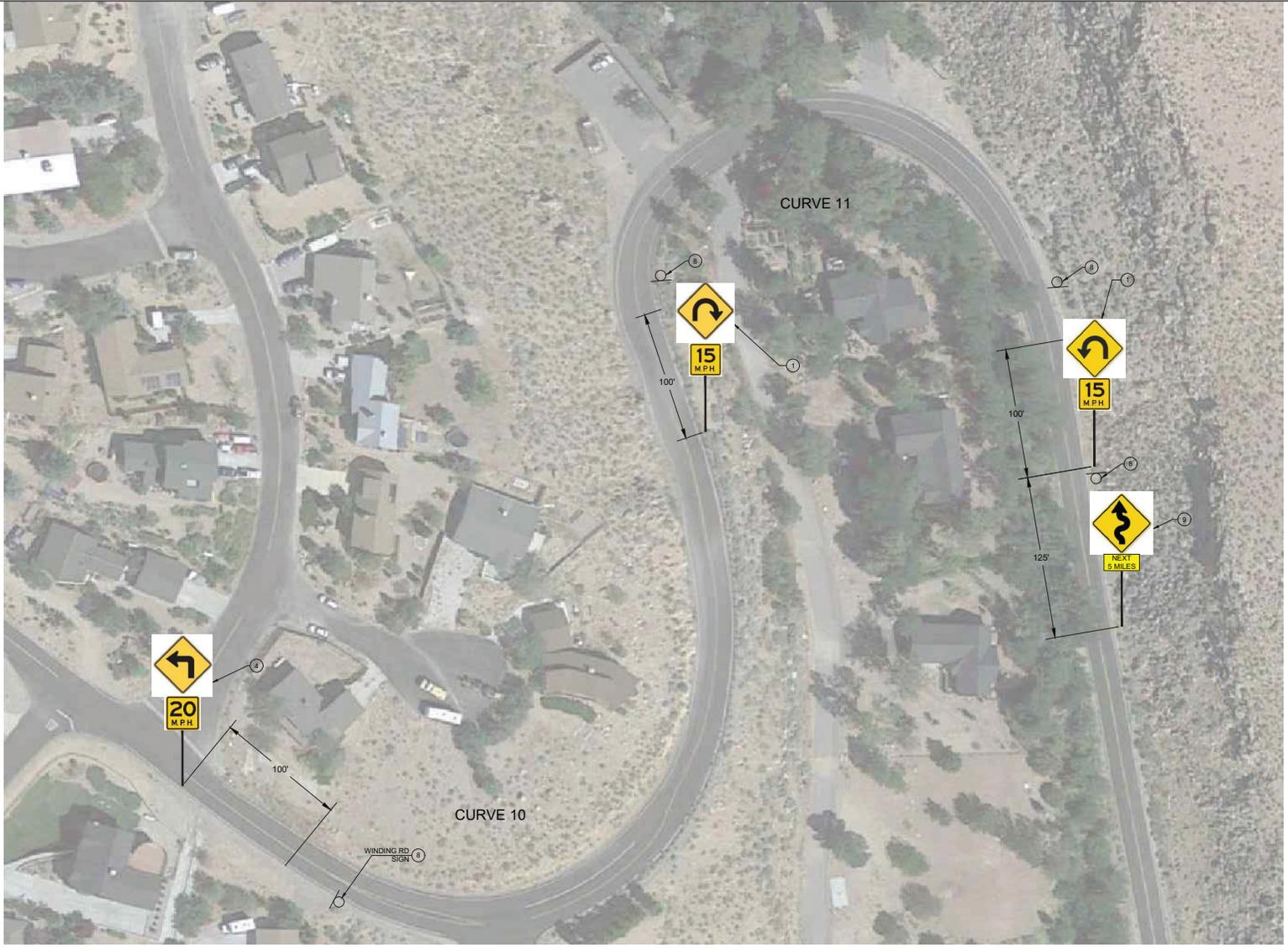
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MONO COUNTY SYSTEMIC SAFETY CURVE
 SIGNAGE PROJECT
 LOWER ROCK CREEK ROAD -
 3.2 MI SOUTH SWALL MEADOWS ROAD
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C12
 SHEET 12 OF 54





- CONSTRUCTION NOTES**
- ① INSTALL STEEL-POST CURVE WARNING SIGN (W1-11) WITH ADVISORY 15 MPH SPEED SIGN (W3-1P) PER SIGN DETAILS ON SHEET C2.
 - ② INSTALL STEEL-POST CURVE WARNING SIGN (W1-1) WITH ADVISORY 20 MPH SPEED SIGN (W3-1P) PER SIGN DETAILS ON SHEET C2.
 - ③ REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.
 - ④ INSTALL STEEL-POST WINDING ROAD SIGN (W1-5) WITH "NEXT 5 MILES" PLAQUE (W7-3aP) PER SIGN DETAILS ON SHEET C2.

Z:\07 Mammoth Lakes\KSP Curve\KSP Curve\KSP Curve\KSP Curve.dwg, Date: 06/26/2023, 1:42pm, mprosser


 t h a
 trol/holmes assoc.
 civil engineering
 land surveying
 MAMMOTH LAKES
 BISHOP
 REDWOOD CITY

PREPARED & SUBMITTED BY:
 REGISTERED PROFESSIONAL ENGINEER
 M.E.C. #1038
 THOMAS A. P. TAYLOR
 CIVIL
 STATE OF CALIFORNIA
 DATE: 12/26/2023

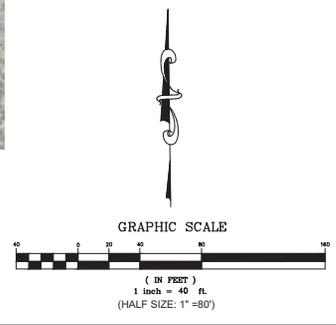
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 MAMMOTH, CALIFORNIA 93517

MONO COUNTY SYSTEMIC SAFETY CURVE
 SIGNAGE PROJECT
 LOWER ROCK CREEK ROAD CURVES 10 & 11
 MONO COUNTY, STATE OF CALIFORNIA

DATE	12/26/2023
SCALE	AS NOTED
DRAWN	MYP
JOB NO.	01.4457
DWG.	C13
SHEET	13 OF 54



Z:\07 Mammoth Lakes\07 Mammoth Lakes\KSP\Benton Crossing.dwg Date: 26/2023 - 11:30am, mironosky

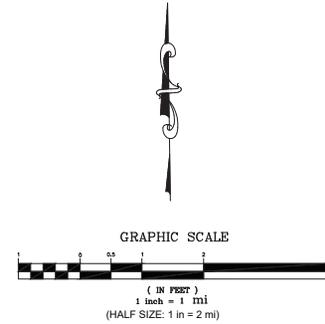


BENTON CROSSING ROAD LOCATION MAP

CURVE 1 THROUGH CURVE 15

BENTON CROSSING ROAD SIGN QUANTITY TABLE

Item	Quantity	Units
Curve Warning Sign - Steel Post (W1-1)	1	EA
Curve Warning Sign - Steel Post (W1-2)	22	EA
Winding Road Ahead - Steel Post (W1-5)	2	EA
Curve Warning Sign - Steel Post (W1-10)	2	EA
Curve Warning Sign - Steel Post (W1-11)	2	EA
Downgrade Warning Sign (12%) - Steel Post (W7-	1	EA
Chevron (W1-8)	50	EA
Arrow (W1-6) with Object Marker (OM1-3)	6	EA
Advisory Speed Plaque (W13-1P)	15	EA
"Casa Diablo Mine Rd" Plaque (W16-8aP)	2	EA
Remove and Salvage Ex. Sign Panel and Steel Post	17	EA



PREPARED & SUBMITTED BY
THOMAS A. P. HESS
 LICENSED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF CALIFORNIA
 DATE: 12/26/2023

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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 BENTON CROSSING ROAD CURVE LOCATION MAP
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C14
 SHEET 14 OF 54

Z:\07 Mammoth 1483 Mono County KSP Curve 1424012 KSP Benton Crossing.dwg Dec 26, 2023 - 11:30am, mironosky



BENTON CROSSING ROAD - CURVE 2

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-2) PER SIGN DETAILS ON SHEET 02.
- ② REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.


 t h a
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 BISHOP
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 REGISTERED PROFESSIONAL ENGINEER
 THOMAS A. P. TROUD
 No. C 4533
 STATE OF CALIFORNIA
 DATE: 12/26/2023

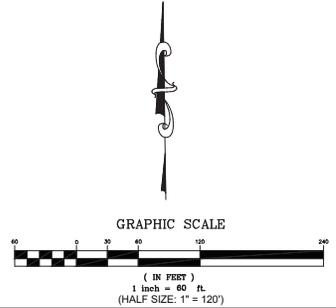
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MONO COUNTY SYSTEMIC SAFETY CURVE
 SIGNAGE PROJECT
 BENTON CROSSING ROAD CURVE 2
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C16
 SHEET 16 OF 54



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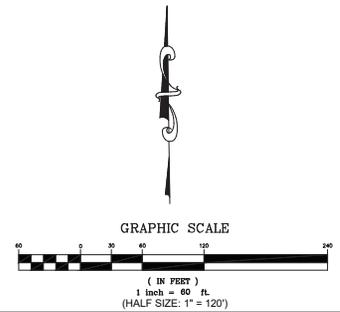
BENTON CROSSING ROAD - CURVE 6

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-10) WITH STREET NAME "CASA DIABLO MINE ROAD" SIGN (W16-8aP) PER SIGN DETAILS ON SHEET C2.

NOTE:

ALL SIGNS THIS SHEET SHALL BE INSTALLED A MINIMUM OF 9 FEET FROM EDGE OF EXISTING PAVEMENT TO EDGE OF SIGN PANEL.



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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 BENTON CROSSING ROAD CURVE 6
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C19
 SHEET 19 OF 54

Z:\07 Mammoth Lakes Mono County KSP Curve 14(14)12 KSP Benton Crossing.dwg Dec 26, 2023 - 11:30am, mironosky



BENTON CROSSING ROAD - CURVE B

CONSTRUCTION NOTES

- 1 INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-2) WITH SPEED ADVISORY 40 MPH SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2.
- 2 INSTALL DOUBLE CHEVRON SIGN (W1-B) AT 120' SPACING PER SIGN DETAILS ON SHEET C2.
- 3 INSTALL SINGLE CHEVRON SIGN (W1-8) AT 120' SPACING PER SIGN DETAILS ON SHEET C2.
- 4 INSTALL STEEL-POST ONE-DIRECTION ARROW SIGN (W1-6) WITH OBJECT MARKER (OM1-3) PER SIGN DETAILS ON SHEET C2.
- 5 REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.

NOTE:

ALL SIGNS THIS SHEET SHALL BE INSTALLED A MINIMUM OF 9 FEET FROM EDGE OF EXISTING PAVEMENT TO EDGE OF SIGN PANEL.



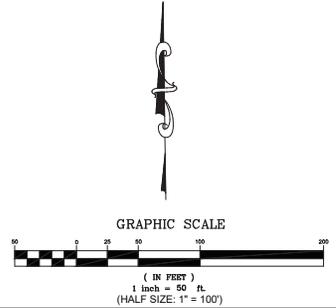
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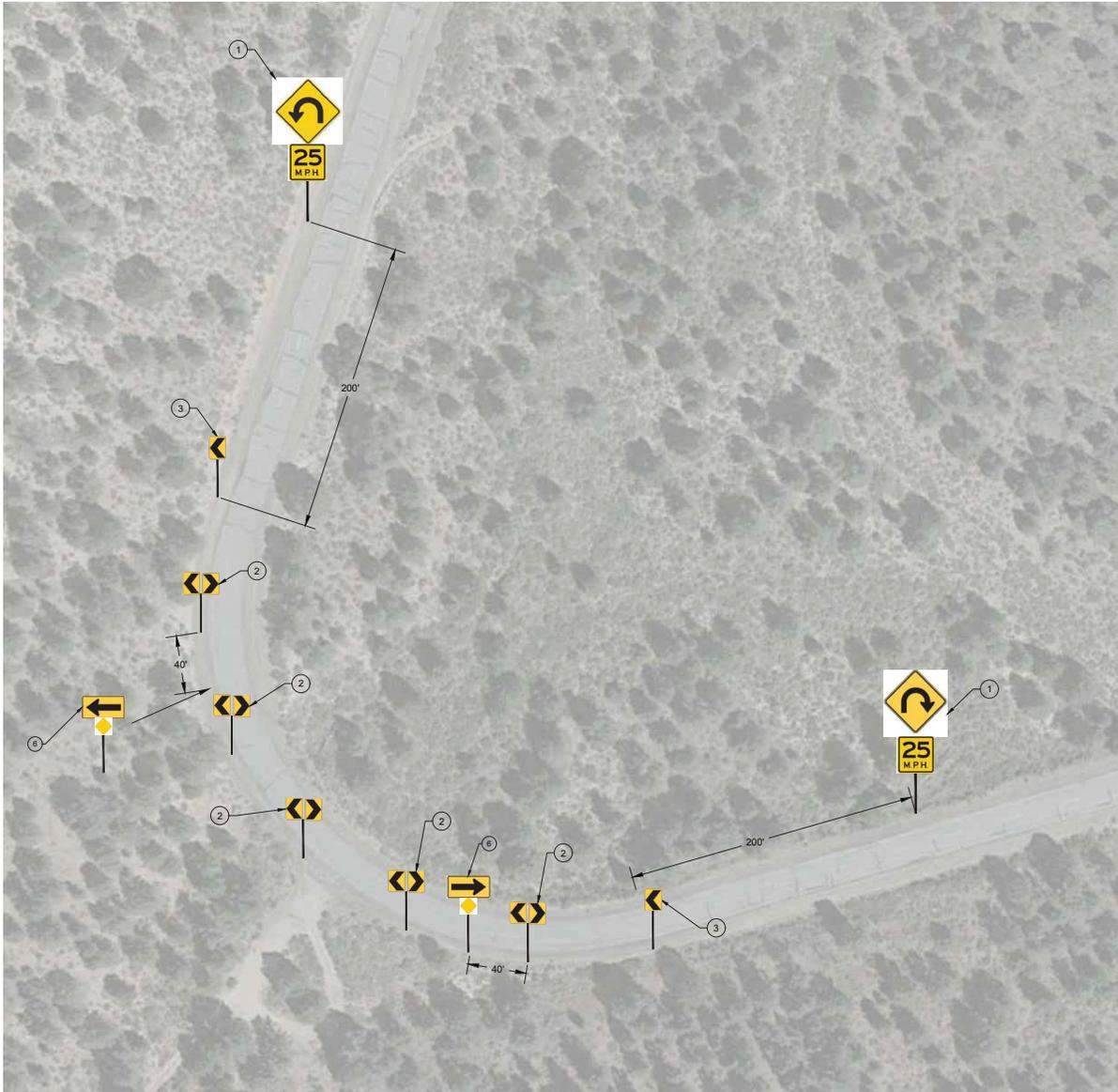
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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 BENTON CROSSING ROAD CURVE B
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C21
 SHEET 21 OF 54



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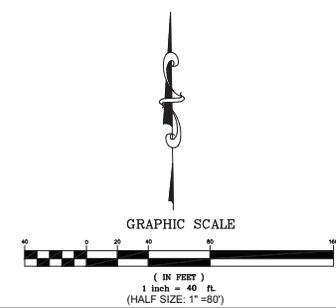
BENTON CROSSING ROAD – CURVES 10e

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-11) WITH SPEED ADVISORY 25 MPH SPEED SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2.
- ② INSTALL DOUBLE CHEVRON SIGN (W1-8) AT 80' SPACING PER SIGN DETAILS ON SHEET C2.
- ③ INSTALL SINGLE CHEVRON SIGN (W1-8) AT 80' SPACING PER SIGN DETAILS ON SHEET C2.
- ④ INSTALL STEEL-POST ONE-DIRECTION ARROW SIGN (W1-6) WITH OBJECT MARKER (OM1-3) PER SIGN DETAILS ON SHEET C2.

NOTE:

ALL SIGNS THIS SHEET SHALL BE INSTALLED A MINIMUM OF 9 FEET FROM EDGE OF EXISTING PAVEMENT TO EDGE OF SIGN PANEL.



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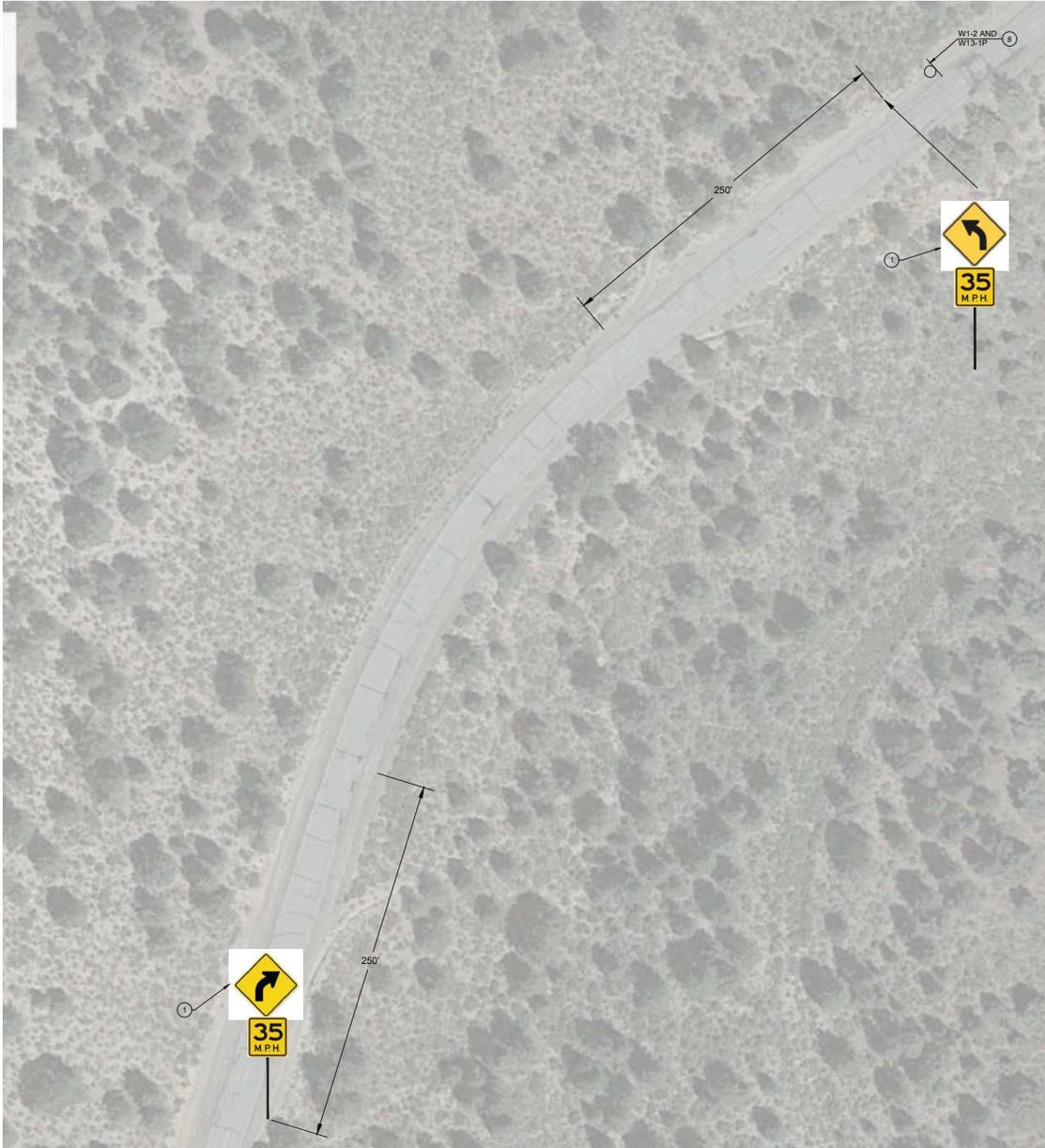
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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 BENTON CROSSING ROAD CURVE 10e
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C24
 SHEET 24 OF 54

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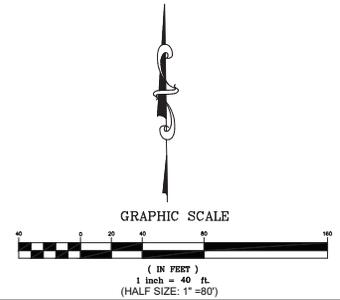
BENTON CROSSING ROAD - CURVE 11

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-2) WITH SPEED ADVISORY 35 MPH SPEED SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2.
- ② REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.

NOTE:

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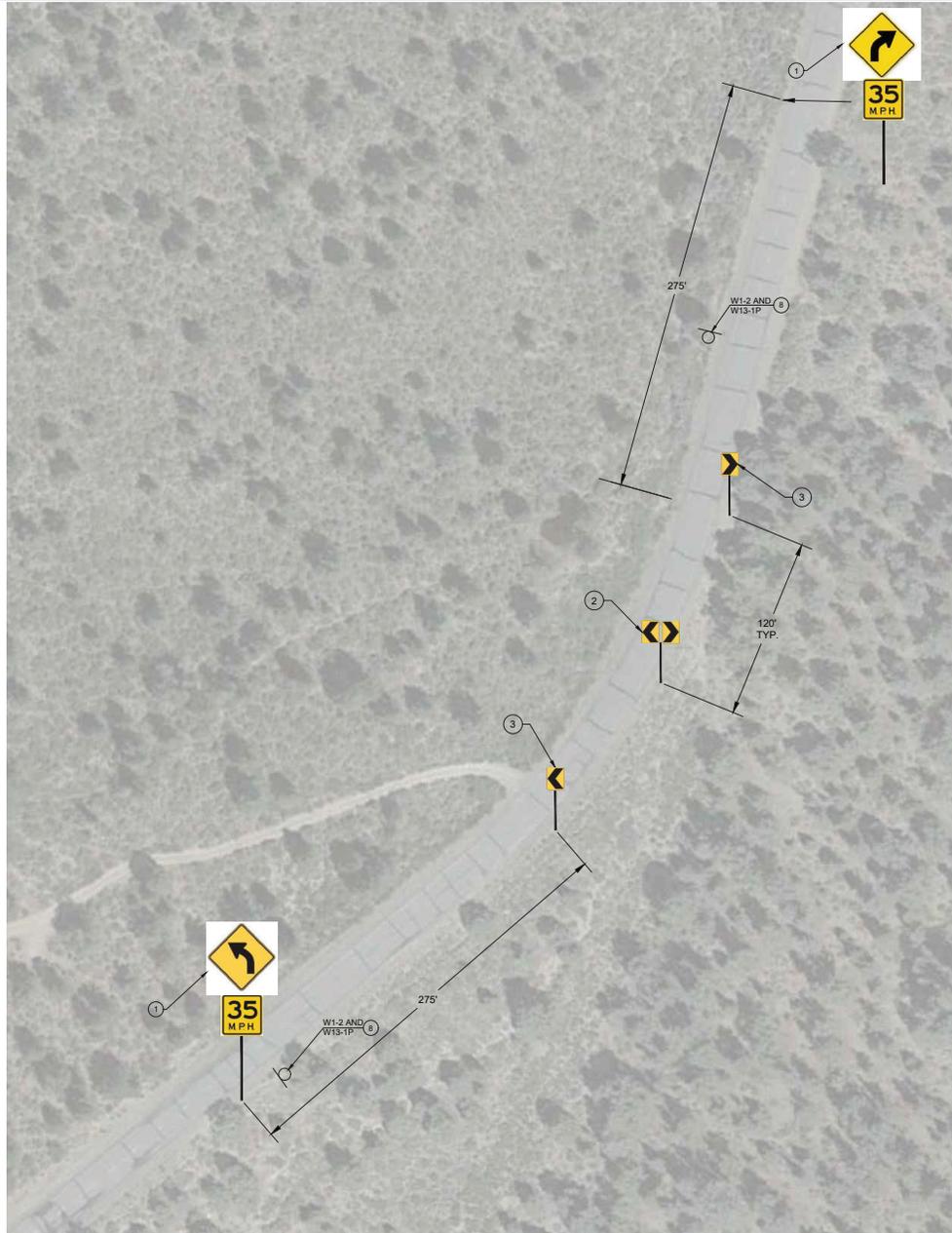
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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 BENTON CROSSING ROAD CURVE 11
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C25
 SHEET 25 OF 54

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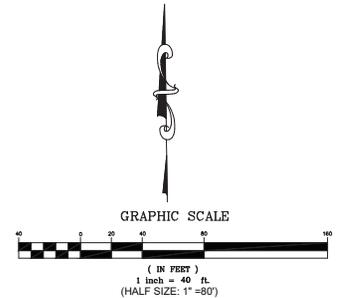
BENTON CROSSING ROAD - CURVE 12

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-2) WITH SPEED ADVISORY 35 MPH SPEED SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2.
- ② INSTALL DOUBLE CHEVRON SIGN (W1-8) AT 120' SPACING PER SIGN DETAILS ON SHEET C2.
- ③ INSTALL SINGLE CHEVRON SIGN (W1-8) AT 120' SPACING PER SIGN DETAILS ON SHEET C2.
- ④ REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.

NOTE:

ALL SIGNS THIS SHEET SHALL BE INSTALLED A MINIMUM OF 9 FEET FROM EDGE OF EXISTING PAVEMENT TO EDGE OF SIGN PANEL.



PREPARED & SUBMITTED BY:
 REGISTERED PROFESSIONAL ENGINEER
 T. C. HOLMES
 STATE OF CALIFORNIA
 DATE: 12/26/2023

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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 BENTON CROSSING ROAD CURVE 12
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C26
 SHEET 26 OF 54

Z:\07 Mammoth Lakes\08 Mono County KSP Curve\KSP Curve\KSP Mono Crossing.dwg Dec 26, 2023 11:27am mpaunovsk



CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-2) PER SIGN DETAILS ON SHEET C2.

NOTE:

ALL SIGNS THIS SHEET SHALL BE INSTALLED A MINIMUM OF 9 FEET FROM EDGE OF EXISTING PAVEMENT TO EDGE OF SIGN PANEL.



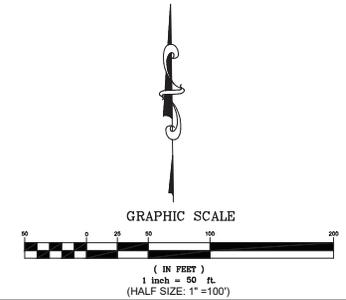
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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 BENTON CROSSING ROAD CURVE 13
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C27
 SHEET 27 OF 54



Z:\07 Mammoth Lakes\Mono County\KSP Curve\KSP Curve\KSP Mono Crossing.dwg Date: 26/2023 - 11:17am, mpanosky



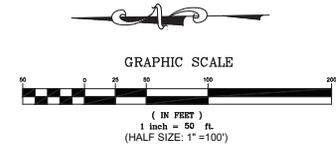
BENTON CROSSING ROAD - CURVE 15

CONSTRUCTION NOTES

- 1 INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-2) PER SIGN DETAILS ON SHEET C2.

NOTE:

ALL SIGNS THIS SHEET SHALL BE INSTALLED A MINIMUM OF 9 FEET FROM EDGE OF EXISTING PAVEMENT TO EDGE OF SIGN PANEL.



PREPARED & SUBMITTED BY:
REGISTERED PROFESSIONAL ENGINEER
E. C. HESS
DATE: 12/26/2023

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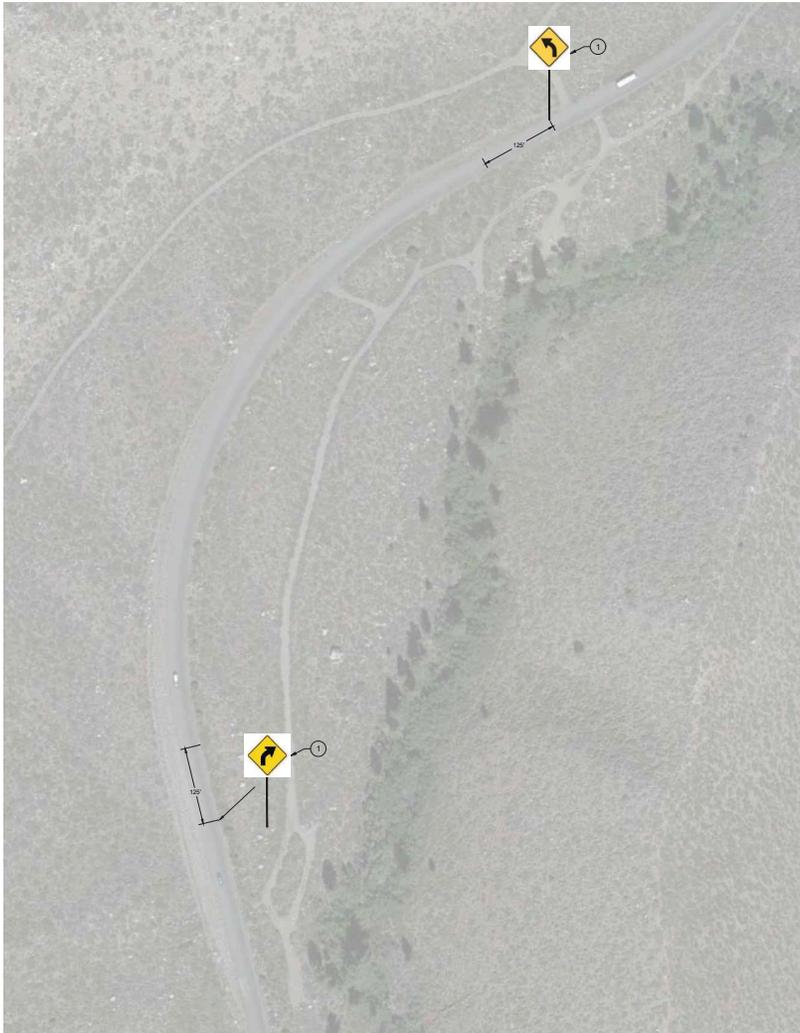
REVISIONS	BY:

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124 NORTH 2000S STREET
MAMMOTH, CALIFORNIA 93271

MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
BENTON CROSSING ROAD CURVE 15
MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
SCALE: AS NOTED
DRAWN: MYP
JOB NO.: 01.4457
DWG: C29
SHEET 29 OF 54

Z:\07 Mammoth Lakes Mono County KSP Curve 1.dwg, KSP Convict Land.dwg, Dec 26, 2023 - 11:29am, masonsway



CONVICT LAKE ROAD - CURVE 1

CONSTRUCTION NOTES

- ① INSTALL STEEL-POST CURVE WARNING SIGN (W1-2) PER SIGN DETAILS ON SHEET C2.



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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
CONVICT LAKE ROAD CURVE 1
MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023

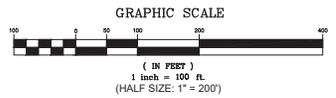
SCALE: AS NOTED

DRAWN: MYP

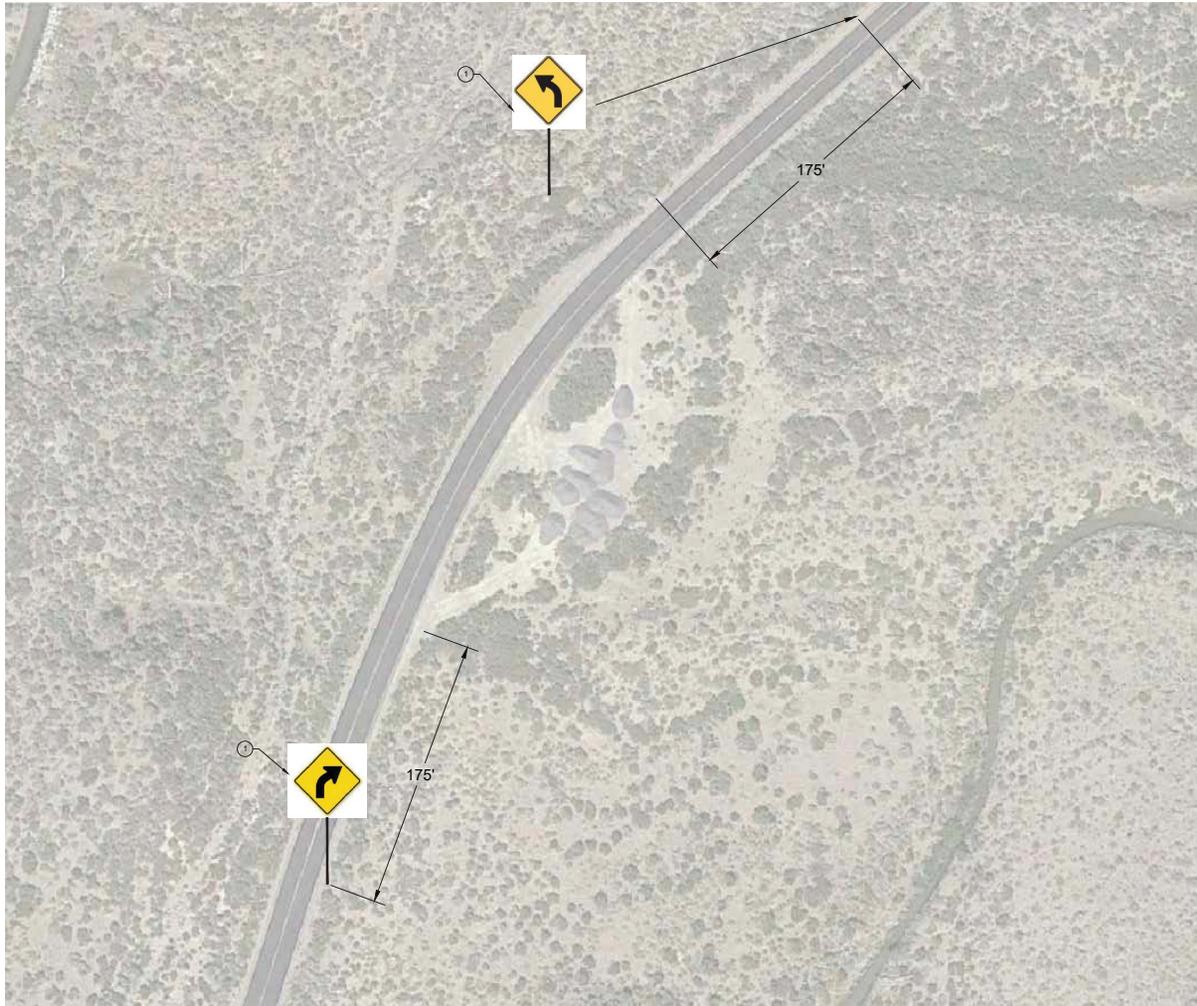
JOB NO.: 01.4457

DWG: C31

SHEET 31 OF 54



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LUNDY LAKE ROAD - CURVE 1

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-2) PER SIGN DETAILS ON SHEET C2.



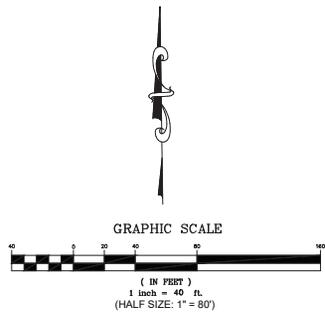
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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 LUNDY LAKE ROAD CURVE 1
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C33
 SHEET 33 OF 54



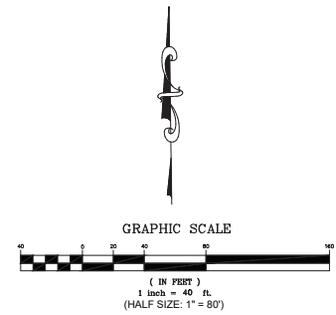


LUNDY LAKE ROAD - CURVE 2

CONSTRUCTION NOTES

- ① INSTALL SINGLE STEEL-POST CURVE WARNING SIGN (W1-2) PER SIGN DETAILS ON SHEET C2.

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 CIVIL
 STATE OF CALIFORNIA
 DATE: 12/26/2023

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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 LUNDY LAKE ROAD CURVE 2
 MONO COUNTY, STATE OF CALIFORNIA

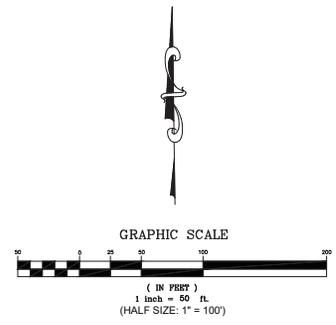
DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C34
 SHEET 34 OF 54



TWIN LAKES ROAD - CURVE 4

CONSTRUCTION NOTES

- ① INSTALL STEEL-POST CURVE WARNING SIGN (W1-2) WITH ADVISORY 40 MPH SPEED SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2.
- ② INSTALL DOUBLE CHEVRON SIGN (W1-8) AT 120' SPACING PER SIGN DETAILS ON SHEET C2.
- ③ INSTALL SINGLE CHEVRON SIGN (W1-8) AT 120' SPACING PER SIGN DETAILS ON SHEET C2.
- ④ REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.



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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 TWIN LAKES ROAD CURVE 4
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C39
 SHEET 39 OF 54



TWIN LAKES ROAD - CURVE 5

CONSTRUCTION NOTES

- ① INSTALL STEEL-POST CURVE OR KEEP STRAIGHT SIGN (W1-10) WITH ADVISORY 40 MPH SPEED SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2.
- ② INSTALL DOUBLE CHEVRON SIGN (W1-8) AT 120' SPACING PER SIGN DETAILS ON SHEET C2.
- ③ INSTALL SINGLE CHEVRON SIGN (W1-8) AT 120' SPACING PER SIGN DETAILS ON SHEET C2.
- ④ REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.



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 M. C. HESS
 STATE OF CALIFORNIA
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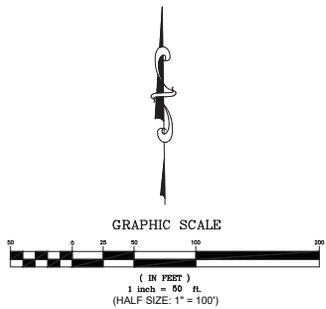
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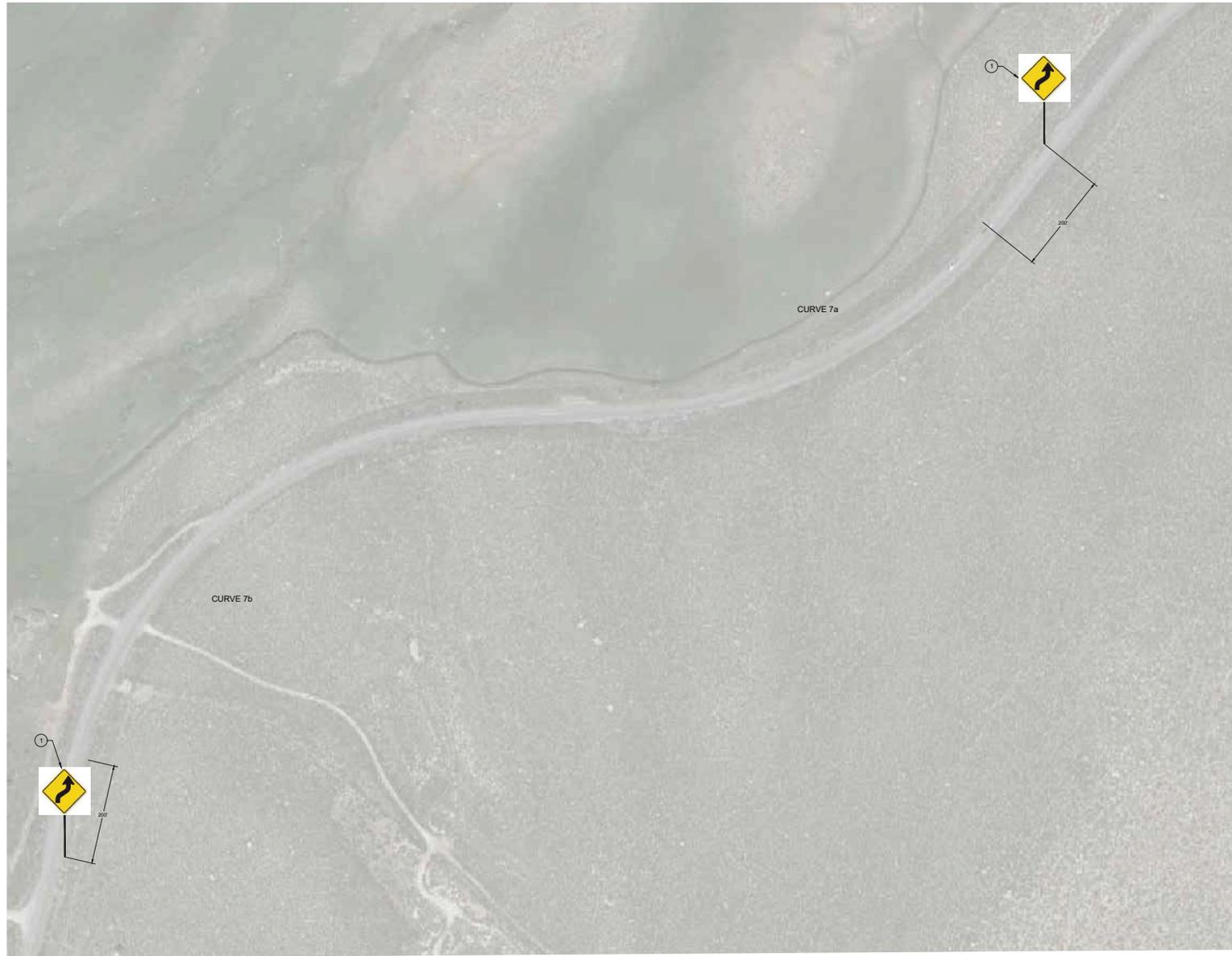
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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 TWIN LAKES ROAD CURVE 5
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
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 JOB NO.: 01.4457
 DWG: C40
 SHEET 41 OF 54



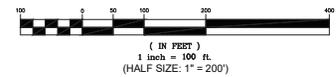
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TWIN LAKES ROAD - CURVE 7a and 7b

CONSTRUCTION NOTES

- 1 INSTALL STEEL-POST CURVE WARNING SIGN (W1-4) PER SIGN DETAILS ON SHEET C2.



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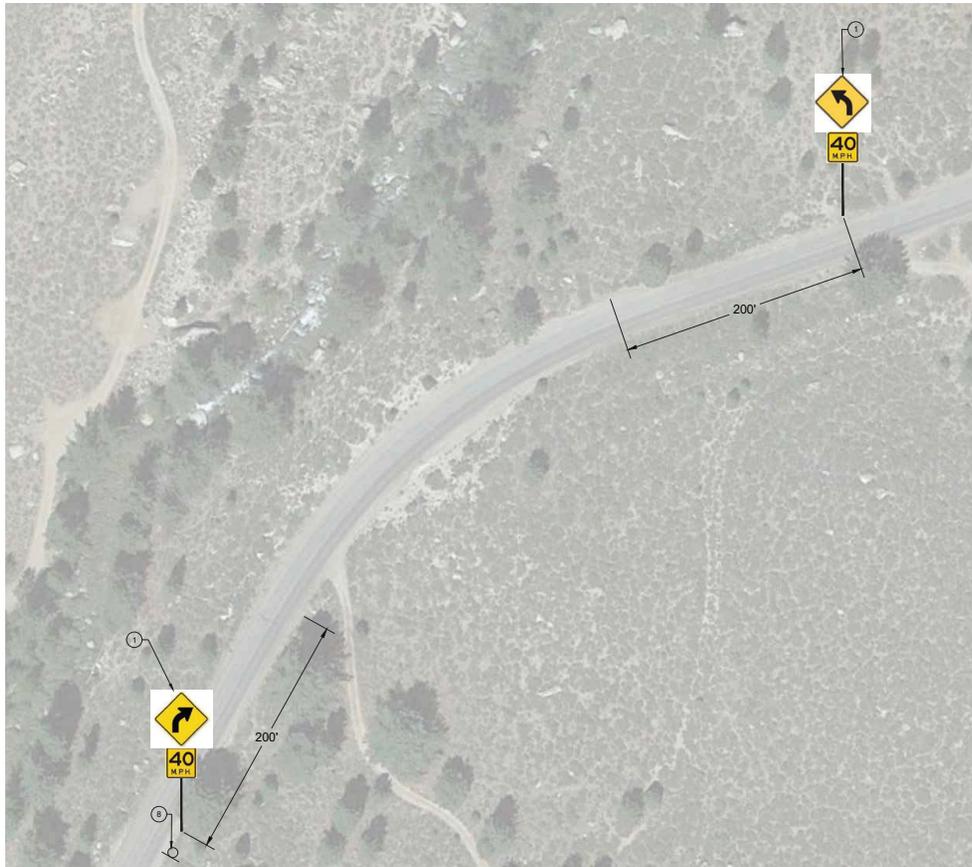
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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
TWIN LAKES ROAD CURVE 7a & 7b
MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
SCALE: AS NOTED
DRAWN: MYP
JOB NO.: 01.4457
SHEET: C42
SHEET 42 OF 54

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TWIN LAKES ROAD - CURVE 8

CONSTRUCTION NOTES

- ① INSTALL STEEL-POST CURVE WARNING SIGN (W1-2) WITH ADVISORY 40 MPH SPEED SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2
- ② REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.



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 REGISTERED PROFESSIONAL ENGINEER
 M.E.E.C. NO. 51333
 THOMAS A. P. TREAD
 CIVIL ENGINEER
 STATE OF CALIFORNIA
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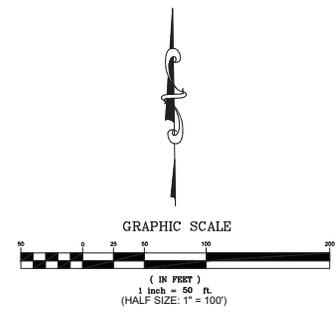
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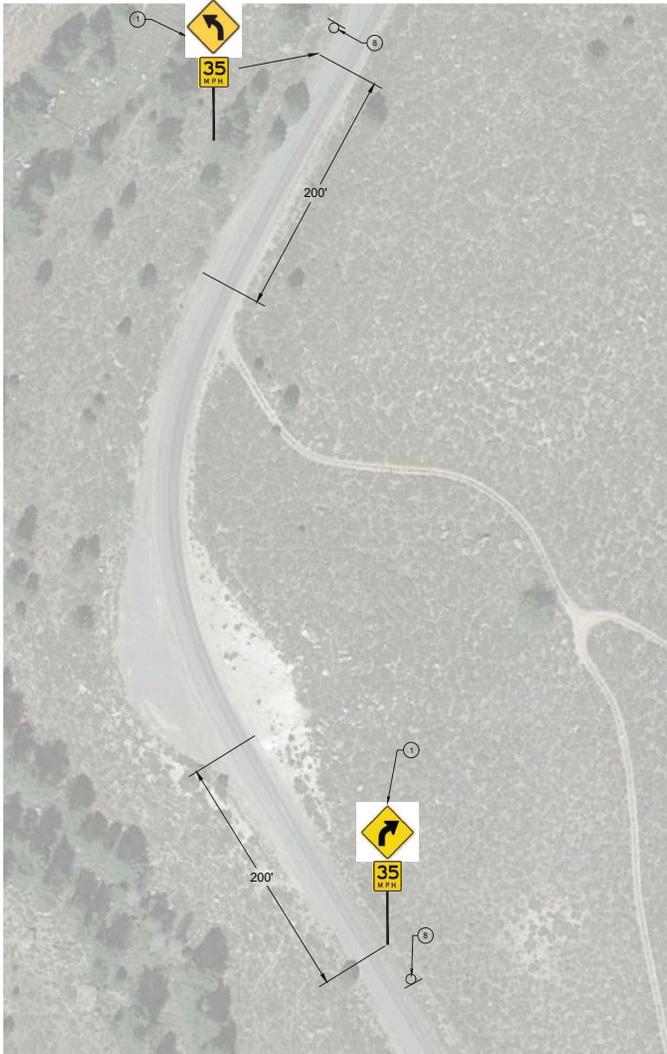
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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 TWIN LAKES ROAD CURVE 8
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
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 DWG: C43
 SHEET 43 OF 54



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CONSTRUCTION NOTES

- 1 INSTALL STEEL-POST CURVE WARNING SIGN (W1-2) WITH ADVISORY 35 MPH SPEED SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2.
- 2 REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.



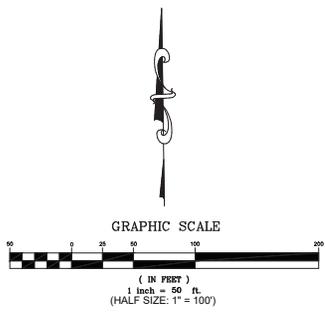
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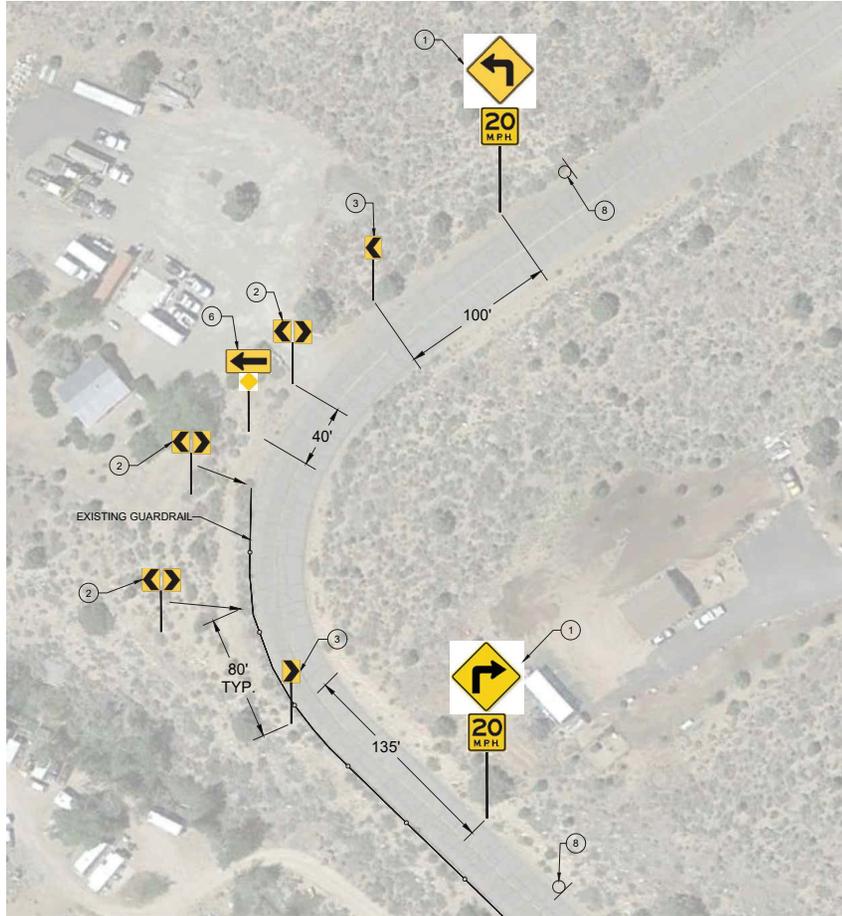
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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 TWIN LAKES ROAD CURVE 9
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C44
 SHEET 44 OF 54





EASTSIDE LANE - CURVE 2

CONSTRUCTION NOTES

- ① INSTALL STEEL-POST CURVE WARNING SIGN (W1-1) WITH ADVISORY 20 MPH SPEED SIGN (W13-1P) PER SIGN DETAILS ON SHEET C2.
- ② INSTALL DOUBLE CHEVRON SIGN (W1-8) AT 80' SPACING PER SIGN DETAILS ON SHEET C2.
- ③ INSTALL SINGLE CHEVRON SIGN (W1-8) AT 80' SPACING PER SIGN DETAILS ON SHEET C2.
- ④ INSTALL STEEL-POST ONE-DIRECTION ARROW SIGN (W1-6) WITH OBJECT MARKER (OM1-3) PER SIGN DETAILS ON SHEET C2.
- ⑤ REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.

NOTE:

- 1. CHEVRON SIGNS SHALL BE PLACED BEHIND THE EXISTING GUARDRAIL.

2: D7 Mammoth Lakes Mono County #OSP Curve 1(CAD) V. KSP - Plan Lakes Eastside CurveSignage.dwg - 26/2023 - 11:40am, mprossnary



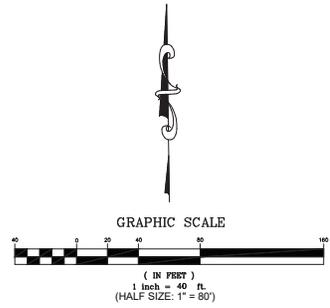
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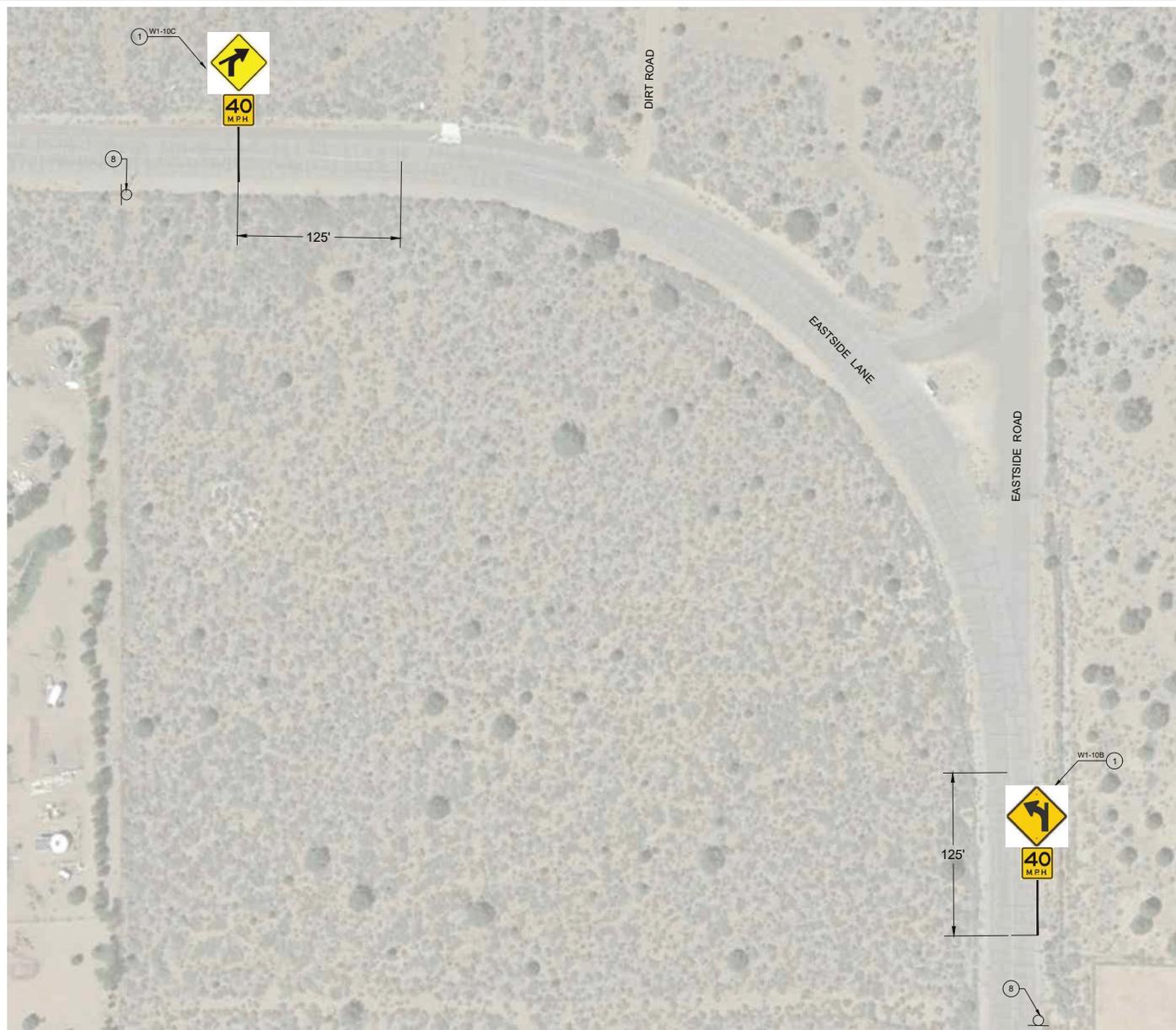
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MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
 EASTSIDE LANE CURVE 2
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
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 JOB NO.: 01.4457
 DWG: C47
 SHEET 47 OF 54



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EASTSIDE LANE - CURVE 4

CONSTRUCTION NOTES

- ① INSTALL STEEL-POST CURVE WARNING SIGN (W1-10B OR W1-10C PER PLAN) WITH ADVISORY 40 MPH SPEED SIGN (W3-1P) PER SIGN DETAILS ON SHEET C2.
- ② REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.



PREPARED & SUBMITTED BY
 REGISTERED PROFESSIONAL ENGINEER
 THOMAS A. PETERSON
 No. C 4533
 State of California
 DATE: 12/26/2023

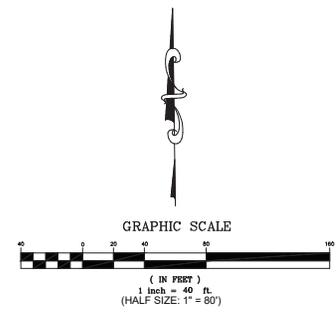
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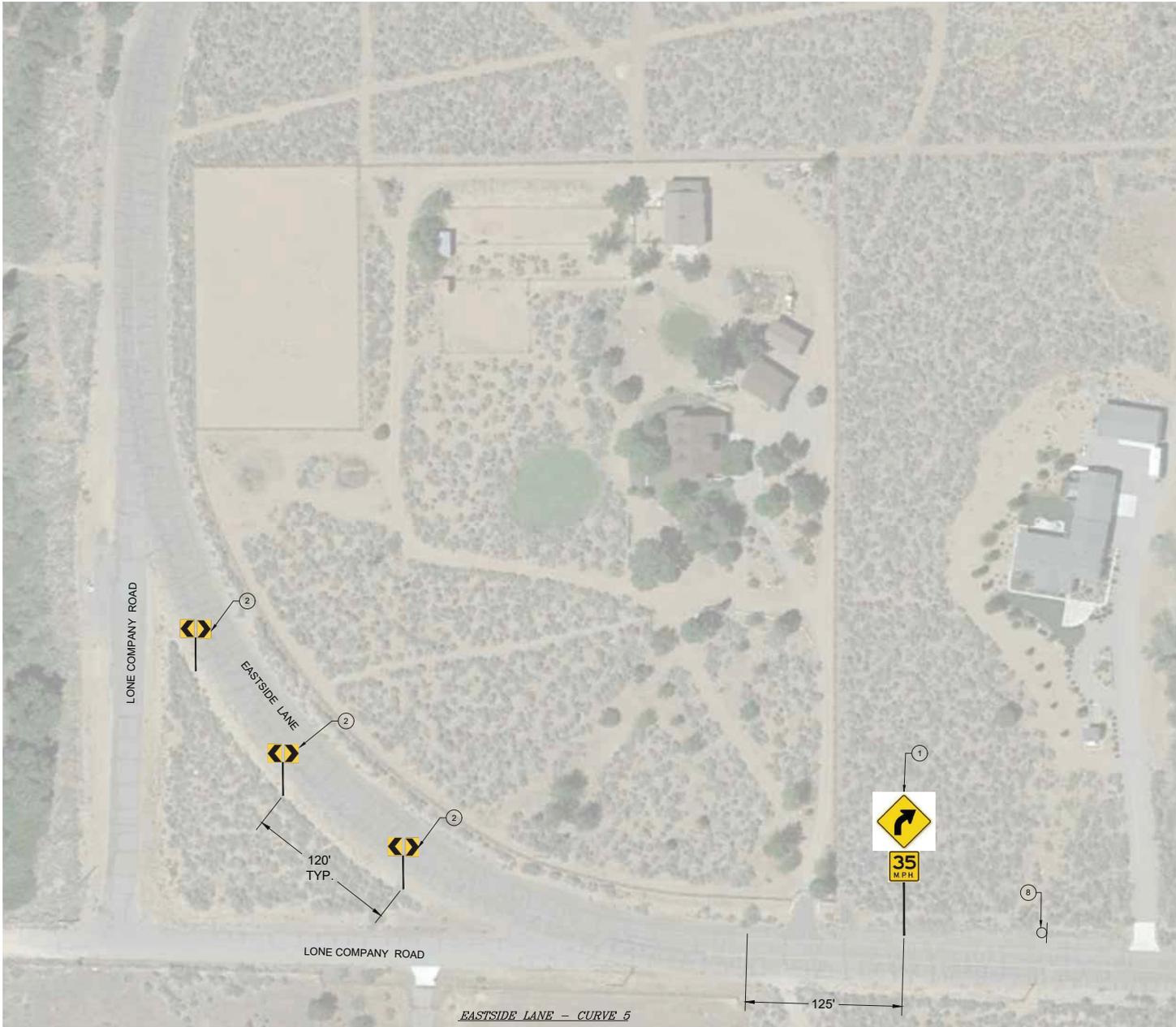
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 EASTSIDE LANE CURVE 4
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C49
 SHEET 49 OF 54





EASTSIDE LANE - CURVE 5

CONSTRUCTION NOTES

- ① INSTALL STEEL-POST CURVE WARNING SIGN (W1-2) WITH ADVISORY 35 MPH SPEED SIGN (W3-1P) PER SIGN DETAILS ON SHEET C2.
- ② INSTALL DOUBLE CHEVRON SIGN (W1-8) AT 120' SPACING PER SIGN DETAILS ON SHEET C2.
- ③ REMOVE AND SALVAGE EXISTING SIGN PANEL AND STEEL POST PER PROJECT SPECIFICATIONS.



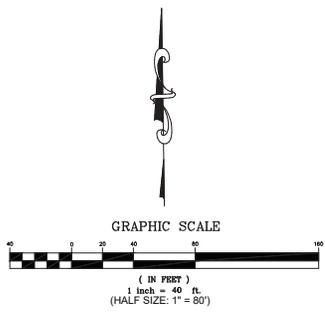
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 EASTSIDE LANE CURVE 5
 MONO COUNTY, STATE OF CALIFORNIA

DATE: 12/26/2023
 SCALE: AS NOTED
 DRAWN: MYP
 JOB NO.: 01.4457
 DWG: C50
 SHEET 50 OF 54





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Fiscal Year 2022-2027 Mental Health Plan (MHP) Contract Amendment between Mono County Behavioral Health (MCBH) and the Department of Health Care Services (DHCS) for the provision of Mental Health Services

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed Amendment to Agreement between Mono County Behavioral Health (MCBH) and the Department of Health Care Services (DHCS) pertaining to MCBH's provision of mental health services.

RECOMMENDED ACTION:

(1) Approve and authorize Director of Behavioral Health to sign contract amendment with the Department of Health Care Services for the provision of mental health services for the period July 1, 2022, through June 30, 2027, and, (2) Delegate authority to Behavioral Health Director to approve future minor changes or revisions that do not substantively alter the agreement and are approved as to form by County Counsel.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. Execution of this contract amendment ensures continued receipt of the Department's budgeted revenues to support the delivery of behavioral health services.

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: 760-924-1754 / agreenberg@mono.ca.gov

SEND COPIES TO:

agreenberg@mono.ca.gov

Signing will be organized by DHCS

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [☐ Staff Report](#)
- [☐ Contract: STD213A](#)
- [☐ Contract: STD213A Continuation](#)
- [☐ Contract: Exhibit A A1](#)
- [☐ Contract: Exhibit B A1](#)
- [☐ Contract: Exhibit E A1](#)
- [☐ Contract: Contractor Certification Clauses](#)
- [☐ Transmittal Letter from DHCS](#)

History

Time	Who	Approval
4/10/2024 12:46 PM	County Counsel	Yes
4/11/2024 12:39 PM	Finance	Yes
4/12/2024 5:51 AM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors
FROM: Robin Roberts, Mono County Behavioral Health, Director
DATE: March 28, 2024

SUBJECT:

Fiscal Year 2022-2027 Mental Health Plan (MHP) Contract Amendment between Mono County Behavioral Health (MCBH) and the Department of Health Care Services (DHCS) for the provision of Mental Health Services

RECOMMENDED ACTION:

(1) Approve and authorize Director of Behavioral Health to sign contract amendment with the Department of Health Care Services for the provision of mental health services for the period July 1, 2022, through June 30, 2027, and (2) Delegate authority to Behavioral Health Director to approve future minor changes or revisions that do not substantively alter the agreement and are approved as to form by County Counsel.

DISCUSSION:

Entry into the original FY 2022-2027 Mental Health Plan (MHP) Contract was approved by the Mono County Board of Supervisors on September 13, 2022. The contract outlines MCBH's responsibilities on a variety of mental health programs and services. The contract amendment includes changes or clarification related to the following: terminology and definitions, mobile crisis, interoperability requirements, timely access, nondiscrimination requirements, grievance/problem resolution, audit timing, and regulatory changes related to other mental health services.

SUBMITTED BY:

Amanda Greenberg, Behavioral Health Program Manager

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 160 PAGES

AGREEMENT NUMBER

22-20117

AMENDMENT NUMBER

A1

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

Mono County Behavioral Health

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement after this Amendment is:

\$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of Amendment: This amendment modifies the terms and conditions of the Agreement.

III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text.

(Continue on next page)

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mono County Behavioral Health

CONTRACTOR BUSINESS ADDRESS

PO Box 2619

CITY

Mammoth Lakes

STATE

CA

ZIP

93546

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 160 PAGES

AGREEMENT NUMBER 22-20117	AMENDMENT NUMBER A1	Purchasing Authority Number
------------------------------	------------------------	-----------------------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC 14703

STD 213A Continuation Page

IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following new exhibit:

Exhibit A – Scope of Work	(2 Pages)
Exhibit A – Attachment 1 - Organization and Administration	(6 Pages)
Exhibit A – Attachment 2 - Scope of Services	(11 Pages)
Exhibit A – Attachment 3 - Financial Requirements	(6 Pages)
Exhibit A – Attachment 4 - Management Information Systems	(4 Pages)
Exhibit A – Attachment 5 - Quality Improvement System	(7 pages)
Exhibit A – Attachment 6 - Utilization Management Program	(3 Pages)
Exhibit A – Attachment 7 - Access and Availability of Services	(5 pages)
Exhibit A – Attachment 8 - Provider Network	(13 Pages)
Exhibit A – Attachment 9 - Documentation Requirements	(1 Page)
Exhibit A – Attachment 10 - Coordination and Continuity of Care	(4 Pages)
Exhibit A – Attachment 11 - Information Requirements	(16 Pages)
Exhibit A – Attachment 12 - Member Problem Resolution	(25 Pages)
Exhibit A – Attachment 13 - Program Integrity	(7 Pages)
Exhibit A – Attachment 14 - Reporting Requirements	(3 Pages)
Exhibit A – Attachment 15 - Peer Support Services	(2 Pages)
Exhibit B - Budget Details and Payment Provision	(7 Pages)
Exhibit E – Additional Provisions	(17 Pages)
Exhibit E – Attachment 1- Definitions	(9 Pages)
Exhibit E – Attachment 2 - Service Definitions	(11 Pages)

Exhibit A, Exhibit A – Attachments 1-15, Exhibit B, Exhibit E, Exhibit E – Attachment 1 & 2, shall hereinafter be replaced with the above-mentioned revised Exhibits included in this amendment A1.

V. All other terms and conditions shall remain the same.

**Exhibit A
SCOPE OF WORK**

1. Service Overview

The Contractor agrees to provide to the California Department of Health Care Services (hereinafter referred to as DHCS, The Department, or the state DHCS) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services to eligible Medi-Cal members ~~beneficiaries~~ of Mono County within the scope of services defined in this contract.

2. Service Location

The services shall be performed at all contracting and participating facilities of the Contractor.

3. Service Hours

The services shall be provided on a 24-hour, seven (7) days a week basis.

4. Project Representatives

A. The project representatives during the term of this contract will be:

<p>Department of Health Care Services Teresa Castillo Telephone: (916) 713-8545 Email: Teresa.Castillo@dhcs.ca.gov</p>	<p>Mono County Behavioral Health Robin K. Roberts, MFT Director Telephone: 760-924-1740 Fax: 760-924-1741 Email: rroberts@mono.ca.gov</p>
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B. Direct all inquiries to:

<p>Department of Health Care Services Medi-Cal Behavioral Health Division/Program Policy Section Attention: Dee Taylor 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: (916) 713-8509 Email: Dee.Taylor@dhcs.ca.gov</p>	<p>Mono County Behavioral Health Attention: Robin K. Roberts PO Box 2619 Mammoth Lakes, CA 93546 Telephone: 760-924-1740 Fax: 760-924-1741 Email: rroberts@mono.ca.gov</p>
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this contract.

Exhibit A
SCOPE OF WORK

5. General Authority

This Contract is entered into in accordance with the Welfare and Institutions (W&I Code § 14680 through §14727. W&I Code § 14712 directs the California Department of Health Care Services (Department) to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of this state through contracts with mental health plans. The Department and Mono County Behavioral Health agrees to operate the Mental Health Plan (MHP) for Mono County. No provision of this contract is intended to obviate or waive any requirements of applicable law or regulation, in particular, the provisions noted above. In the event a provision of this contract is open to varying interpretations, the contract provision shall be interpreted in a manner that is consistent with applicable law and regulation.

6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations (C.F.R.), and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

7. Services to be Performed

See Exhibit A, Attachments 1 through 15 for a detailed description of the services to be performed.

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

1. Implementation Plan

The Contractor shall comply with the provisions of the Contractor's Implementation Plan as approved by the Department, including the administration of **member beneficiary** problem resolution processes. (California Code of Regulations (Cal. Code Regs.) Title (tit.) 9, §§ 1810.310, 1850.205-1850.208.) The Contractor shall obtain written approval by the Department prior to making any changes to the Implementation Plan as approved by the Department. The Contractor may implement the changes if the Department does not respond in writing within thirty calendar (30) days. (Cal. Code Regs. tit. 9, § 1810.310(c)(5).)

2. Prohibited Affiliations

- A. The Contractor shall not knowingly have any prohibited type of relationship with the following:
- 1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - 2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
- B. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. § 1320a-7), 1128A (42 U.S.C. § 1320a-7a), 1156 (42 U.S.C. § 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2))_of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)
- C. The Contractor shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

- 1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - 2) A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
 - 3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - 4) An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)
 - 5) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
 - 6) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)
- D. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this contract or by federal or state law, the Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if the Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the Department, notwithstanding any

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

relationship(s) that the Mental Health Plan may have with any subcontractor. (42 C.F.R. § 438.230(b)(1).)

4. Subcontracts

- A. This provision is a supplement to provision number five (Subcontract Requirements) in Exhibit D(F) which is attached hereto as part of this contract. As allowed by provision five in Exhibit D(F), the Department hereby, and until further notice, waives its right to prior approval of subcontracts and approval of existing subcontracts.
- B. No subcontract terminates the legal responsibility of the Contractor to the Department to assure that all activities under this contract are carried out. (42 C.F.R. § 438.230(b).)
- C. All subcontracts shall be in writing.
- D. All subcontracts for inpatient and residential services shall require that subcontractors maintain necessary licensing and certification or mental health program approval.
- E. Each subcontract shall contain:
 - 1) The delegated activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)
 - 2) The subcontractor's agreement to perform the delegated activities and reporting responsibilities in compliance with the Contractor's obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)
 - 3) Subcontractor's agreement to submit reports as required by the Contractor and/or the Department.
 - 4) The method and amount of compensation or other consideration to be received by the subcontractor from the Contractor.
 - 5) Requirement that the subcontract be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under this contract.

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

- 6) Requirement that the subcontractor comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)
- 7) Terms of the subcontract including the beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract.
- 8) Provisions for full and partial revocation of the subcontract, delegated activities or obligations, or application of other remedies permitted by state or federal law when the Department or the Contractor determine that the subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)
- 9) The nondiscrimination and compliance provisions of this contract.
- 10) A requirement that the subcontractor make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable, available at any time for inspection, examination or copying by the Department, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.230(c)(3)(i)-(ii).) This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the subcontractor's place of business, premises or physical facilities. (42 C.F.R. § 438.230(c)(3)(iv).)
- 11) Subcontractor shall maintain books and records of its work pursuant to its subcontract, in accordance with the general standards applicable to such book or record keeping, for a term of at least ten years from the close of the state fiscal year in which the subcontract was in effect. Subcontractor's agreement that

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the Contractor.

- 12) A requirement that the Contractor monitor the subcontractor's compliance with the provisions of the subcontract and this contract and a requirement that the subcontractor provide a corrective action plan if deficiencies are identified.
- 13) Subcontractor's agreement to hold harmless both the State and members ~~beneficiaries~~ in the event the Contractor cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.
- 14) Subcontractor's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract.

5. Accreditation Status

- A. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. § 438.332(a).)
- B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:
 - 1) Its accreditation status, survey type, and level (as applicable);
 - 2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
 - 3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

- A. The Contractor shall comply with the conflict-of-interest safeguards described in 42 Code of Federal Regulations section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act. (42 C.F.R. § 438.3(f)(2).)

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- B. The Contractor's officers and employees shall not have a financial interest in this Contract, or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)
- C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; Cal. Code Regs., tit. 2, § 18704; 42 C.F.R. § 438.3(f)(2).)
- 1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (Cal. Code Regs., tit. 2, § 18707; 42 C.F.R. § 438.3(f)(2).)
 - 2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, Cal. Code Regs., tit. 2, § 18707(a); 42 C.F.R. § 438.3(f)(2).)
- D. The Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2).)
- 1) The Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

Exhibit A – Attachment 2
SCOPE OF SERVICES

1. Criteria for Members-Beneficiaries to Access Specialty Mental Health Services (SMHS)

Effective January 1, 2022, the Contractor shall implement the criteria for access to SMHS (except for psychiatric inpatient hospital and psychiatric health facility services) established below, update the Contractor's policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, the Contractor shall update member beneficiary handbooks, manuals, and related materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected in all materials, including materials reflecting the responsibility of Medi-Cal managed care plans and the Fee for Service delivery system for covering non-specialty mental health services. (BHIN 21-073).

A. Pursuant to W&I Code section 14184.402(a) the following definitions of "medical necessity" or "medically necessary" apply:

- 1) For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in W&I Code section 14059.5.
- 2) For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services needed to correct and ameliorate mental illness and conditions. Federal guidance from the Centers for Medicare & Medicaid Services makes it clear that services need not be curative or restorative to ameliorate a mental health condition. All mental health services that are not covered under Medi-Cal Fee For Service (FFS) or by Managed Care Plans as non-specialty mental health services as established in W&I Code section 14184.402(b) that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition are thus medically necessary and covered as EPSDT services and the Contractor shall cover them

Exhibit A – Attachment 2 SCOPE OF SERVICES

for members ~~beneficiaries~~ who meet the criteria for access to the specialty mental health delivery system.

Services provided to a member ~~beneficiary~~ must be medically necessary and clinically appropriate to address the member's ~~beneficiary's~~ presenting condition.

B. Criteria for Adult Members ~~Beneficiaries~~ to Access the Specialty Mental Health Services Delivery System

For members ~~beneficiaries~~ 21 years of age or older, the Contractor shall provide covered specialty mental health services for members ~~beneficiaries~~ who meet both of the following criteria, (1) and (2) below:

1. The member ~~beneficiary~~ has one or both of the following:
 - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities
 - b. A reasonable probability of significant deterioration in an important area of life functioning

AND

2. The member's ~~beneficiary's~~ condition as described in paragraph (1) is due to either of the following:
 - a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems
 - b. A suspected mental disorder that has not yet been diagnosed

C. Criteria for Members ~~Beneficiaries~~ under Age 21 to Access the Specialty Mental Health Services Delivery System

For enrolled members ~~beneficiaries~~ under 21 years of age, Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled members ~~beneficiaries~~ who meet either of the following criteria:

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

- 1) The **member** beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

- 2) The **member** beneficiary meets both of the following requirements in a and b below:
 - a. The **member** beneficiary has at least one of the following:
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide

AND

- b. The **member's** beneficiary's condition as described in subparagraph (A) is due to one of the following:
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems
 - ii. A suspected mental health disorder that has not yet been diagnosed
 - iii. Significant trauma placing the **member** beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

2. Provision of Services

- A. The Contractor shall provide or arrange, and pay for, the following medically necessary covered specialty mental health services to members~~beneficiaries~~ who meet access criteria for receiving specialty mental health services. See Exhibit E, Attachment 2, Service Definitions, for detailed descriptions of the specialty mental health services listed below:
- 1) Mental health Services;
 - 2) Medication Support Services;
 - 3) Day Treatment Intensive;
 - 4) Day Rehabilitation;
 - 5) Crisis Intervention;
 - 6) Crisis Stabilization;
 - 7) Adult Residential Treatment Services;
 - 8) Crisis Residential Treatment Services;
 - 9) Psychiatric Health Facility Services;
 - 10) Intensive Care Coordination (for members~~beneficiaries~~ under the age of 21);
 - 11) Intensive Home Based Services (for members~~beneficiaries~~ under the age of 21);
 - 12) Therapeutic Behavioral Services (for members~~beneficiaries~~ under the age of 21);
 - 13) Therapeutic Foster Care (for members~~beneficiaries~~ under the age of 21);
 - 14) Psychiatric Inpatient Hospital Services;

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

- 15) Targeted Case Management;
 - 16) Peer Support Services (If the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Attachment 15); ~~and~~
 - 17) For ~~members~~ ~~beneficiaries~~ under the age of 21, the Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (W&I Code § 14184.402 (d)); and
 - 18) **Community-Based Mobile Crisis Intervention Services (also referred to as “Mobile Crisis Services”) (BHIN 23-025).**
- B. Medi-Cal Managed Care Plan ~~members~~ ~~beneficiaries~~ receive mental health disorder benefits in every classification - inpatient, outpatient, prescription drug and emergency - that the ~~members~~ ~~beneficiaries~~ receive medical/surgical benefits, in compliance with 42 C.F.R. section 438.910(b)(2). The Contractor is only required to provide inpatient and outpatient specialty mental health services, as provided for in this Contract and as required pursuant to section 1396d(r) of Title 42 of the United States Code, as prescription drug and emergency benefits are provided through other delivery systems. **Emergency and post-stabilization services described in 42 C.F.R. § 438.114 are not provided as specialty mental health services covered by Contractor. Emergency and post-stabilization services for all Medi-Cal members are covered through the capitation payment made to Medi-Cal Managed Care Plans or through fee-for-service. Contractor shall provide psychiatric inpatient hospital services, psychiatric health facilities services, crisis intervention, crisis stabilization, and crisis residential services and comply with relevant provisions for emergency admission to a psychiatric inpatient hospital as required by Attachment 3 of Exhibit A to this Agreement; however, this is not equivalent to emergency services described in 42 CFR § 438.114. Medi-Cal Managed Care Plans shall cover and pay for emergency room professional services pursuant to Cal. Code Regs., tit. 22 §53855, including all professional physical, mental, and substance use treatment services, including**

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

screening examinations necessary to determine the presence or absence of an emergency medical condition, and, if an emergency medical condition exists, for all services medically necessary to stabilize the member. Managed Care Plans shall cover and pay for facility charges for emergency room visits (BHIN 22-011 and APL 22-005).

- C. Services shall be provided, in accordance with the State Plan, to **members** ~~beneficiaries~~, who meet criteria to access SMHS, documented in accordance with state and federal requirements.
- D. The Contractor shall provide or arrange and pay for all medically necessary covered specialty mental health services in a sufficient amount, duration, and scope to reasonably achieve the purpose for which the services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered specialty mental health service solely because of diagnosis, type of illness, or condition of the **member** ~~beneficiary~~. The Contractor may deny services based on W&I Code sections 14184.402, subdivisions (a), (c), and (d), 14059.5; and departmental guidance and regulation. (42 C.F.R. § 438.210(a)(2) and (3).)
- E. The Contractor shall make all medically necessary covered specialty mental health services available in accordance with Cal. Code-Regs., tit. 9, sections 1810.345, 1810.350 and 1810.405, and 42 Code of Federal Regulations part 438.210.
- F. The Contractor shall provide second opinions from a network provider or arrange for the **member** ~~beneficiary~~ to obtain a second opinion outside the network, at no cost to the **member** ~~beneficiary~~. (42 C.F.R § 438.206(b).) At the request of a **member** ~~beneficiary~~ when the Contractor or its network provider has determined that the **member** ~~beneficiary~~ is not entitled to specialty mental health services due to not meeting the criteria for access to SMHS, the contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse). (Cal. Code Regs., tit. 9, § 1810.405(e).)
- G. The Contractor shall provide a **member's** ~~beneficiary's~~ choice of the person providing services to the extent feasible in accordance with Cal. Code-Regs., tit. 9, section 1830.225 and 42 Code of Federal Regulations part 438.3(l).

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

3. Requirements for Day Treatment Intensive and Day Rehabilitation

- A. The Contractor shall require providers to request prior authorization for day treatment intensive and day rehabilitation services, in accordance with Information Notice 22-016 and any subsequent departmental notices.
- B. The Contractor shall require that providers of day treatment intensive and day rehabilitation meet the requirements of Cal. Code Regs., tit. 9, §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.
- C. The Contractor shall require that providers include, at a minimum, **one or more** of the following day treatment intensive and day rehabilitation service components: **assessment, treatment planning, therapy, psychosocial rehabilitation. Both services must have a clearly established site for services although all services need not to be delivered at that site and some service components may be delivered through telehealth or telephone.**
- 1) ~~Therapeutic milieu.~~ This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model, and reinforce constructive interactions by involving beneficiaries in the overall program. For example, beneficiaries are provided with opportunities to lead community meetings and to provide feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children and adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to beneficiaries on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.
- 2) ~~Process groups.~~ These groups, facilitated by staff, shall assist each beneficiary to develop necessary skills to deal with their problems and issues. The group process shall utilize peer interaction and feedback in developing problem-solving strategies

Exhibit A – Attachment 2 SCOPE OF SERVICES

~~to resolve behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups, or in addition to process groups.~~

- ~~3) Skill-building groups. In these groups, staff shall help beneficiaries identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, beneficiaries identify skills that address symptoms and increase adaptive behaviors.~~
- ~~4) Adjunctive therapies. These are therapies in which both staff and beneficiaries participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able utilize the modality to develop or enhance skills directed toward achieving beneficiary plan goals. Adjunctive therapies assist the beneficiary in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of day rehabilitation or day treatment intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the beneficiary's needs.~~

~~D. Day treatment intensive shall additionally include:~~

- ~~1) Psychotherapy. Psychotherapy means the use of psychological methods within a professional relationship to assist the beneficiary or beneficiaries to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individual, groups, or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waived staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.~~

Exhibit A – Attachment 2 SCOPE OF SERVICES

~~2) Mental Health Crisis Protocol. The Contractor shall ensure that there is an established protocol for responding to beneficiaries experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the beneficiary's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the day treatment intensive or day rehabilitation program staff shall have the capacity to handle the crisis until the beneficiary is linked to an outside crisis service.~~

~~3) Written Weekly Schedule. The Contractor shall ensure that a weekly detailed schedule is available to beneficiaries and as appropriate to their families, caregivers or significant support persons and identifies when and where the service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services.~~

- E. Staffing Requirements. Staffing ratios shall be consistent with the requirements in Cal. Code Regs., tit. 9, section 1840.350, for day treatment intensive, and Cal. Code Regs., tit. 9 section 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.
- a. Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).
 - b. The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.
 - c. The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables the Contractor and the Department to audit the program if it uses day treatment intensive or day

Exhibit A – Attachment 2 SCOPE OF SERVICES

rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.

- F. The Contractor shall ensure that the provider receives Medi-Cal reimbursement only if the member beneficiary is present for at least 50 percent of scheduled hours of operation for that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the member's beneficiary's need for the day rehabilitation or day treatment intensive program and takes appropriate action.
- G. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation requirements in BHIN 22-019.
- H. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult member beneficiary, or one contact per month with the legally responsible adult for a member beneficiary who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult members beneficiaries may decline this service component. The contacts should focus on the role of the support person in supporting the member's beneficiary's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.
- I. Written Program Description. The Contractor shall ensure there is a written program description for day treatment intensive and day rehabilitation. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review the written program description for compliance with this section with prior to the date the provider begins delivering day treatment intensive or day rehabilitation.

Exhibit A – Attachment 2 SCOPE OF SERVICES

- J. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:
- a. A half day shall be billed for each day in which the member beneficiary receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.
 - b. A full-day shall be billed for each day in which the member beneficiary receives face-to-face services in a program with services available more than four hours per day.
 - c. Although the member beneficiary must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the member beneficiary.
 - d. The requirement for continuous hours of operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not conduct these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

4. **Therapeutic Behavioral Services**

Therapeutic Behavioral Services (TBS) are specialty mental health services covered as Early and Periodic Screening, Diagnostic and Treatment (EPSDT). (Cal. Code Regs., tit. 9, § 1810.215.) TBS are intensive, one-to-one services designed to help members ~~beneficiaries~~ and their parents/caregivers manage specific behaviors using short-term measurable goals based on the member's ~~beneficiary's~~ needs. TBS is described in the Department of Mental Health Information Notice 08-38.

**Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS**

1. Provider Compensation

The Department shall ensure that no payment is made to a network provider other than by the Contractor for services covered under this agreement, except when these payments are specifically required to be made by the Department in Title XIX of the Act, in 42 CFR chapter IV. (42 C.F.R. § 438.60.)

2. Payments for Indian Health Care Providers

- A. The Contractor shall make payment to all Indian Health Care Providers (IHCPs) (42 CFR § 438.14(a)) in its network in a timely manner as required for payments to practitioners in individual or group practices under 42 C.F.R. §§ 447.45 and 447.46 including paying 90% of all clean claims from practitioners within 30 days of the date of receipt and paying 99 percent of all clean claims from practitioners within 90 days of the date of receipt. (42 C.F.R. § 438.14(b)(2).)
- B. The Contractor shall pay an IHCP that is not enrolled as a FQHC, regardless of whether it is a network provider of the Contractor, its applicable encounter rate published annually in the Federal Register by the Indian Health Service or in the absence of a published encounter rate, the amount the IHCP would receive if the services were provided under the State plan's fee-for-service methodology. (42 C.F.R. § 438.14 (c)(2).)
- C. The Contractor shall comply with guidance issued by DHCS regarding Payments for Indian Health Care Providers, **including BHIN 22-020 and any subsequent information notices.**
- D. **To initiate payment, Contractor shall require IHCPs to submit claims in accordance with claiming requirements. The rate on the claim should reflect the rate the IHCP should be paid for the service in accordance with Department guidance. If the rate claimed is incorrect for any reason, the amount due to the IHCP from Contractor shall be consistent with the guidance in BHIN 22-020 and subsequent information notices. Contractor shall pay claims from IHCPs in accordance with the timeliness requirements in 42 CFR §§ 438.14(b)(2)(iii), 447.45, and 447.46.**

**Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS**

3. Prohibited Payments

- A. Federal Financial Participation is not available for any **payment** amount for services furnished **by** an excluded individual or **entity**, or at the direction of a physician during the period of ~~exclusion~~ **such physician** is excluded when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. § 1396b(i)(2).)
- B. In accordance with Section 1903(i) of the Social Security Act, the Contractor is prohibited from paying for an item or service:
- 1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
 - 2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
 - 3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.
 - 4) With respect to any ~~amount expended~~ **services or activities furnished** for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. Emergency Admission for Psychiatric Inpatient Hospital Services

The Contractor shall comply with Cal.Code Regs. Tit. 9 § 1820.225 regarding emergency admission for psychiatric inpatient hospital services regarding authorization and payment for both contract and non-contract hospitals.

**Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS**

5. Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

6. ~~Cost Reporting~~

~~A. The Contractor shall submit a fiscal year-end cost report no later than December 31 following the close of each fiscal year, in accordance with the W&I Welf. & Inst. Code § 14705(c), unless that date is extended by the Department, and/or guidelines established by the Department. Data submitted shall be full and complete and the cost report shall be certified by the Contractor's Mental Health Director and one of the following: (1) the Contractor's chief financial officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to, the Contractor's chief financial officer, or (3) the Contractor's auditor-controller, or equivalent. The cost report shall include both the Contractor's costs and the cost of its subcontractors, if any. The cost report shall be completed in accordance with instructions contained in the Department's Cost and Financial Reporting System Instruction Manual which can be accessed through the Department's Information Technology Web Services (ITWS) for the applicable year, as well as any instructions that are incorporated by reference thereto; however, to the extent that the Contractor disagrees with such instructions, it may raise that disagreement in writing with the Department at the time the cost report is filed, and shall have the right to appeal such disagreement pursuant to procedures developed under the W&I Welf. & Inst. Code § 14171.~~

~~B. In accordance with W&I Welf. & Inst. Code § 5655, the Department shall provide technical assistance and consultation to the Contractor regarding the preparation and submission of timely cost reports. If the Contractor does not submit the cost report by the reporting deadline, including any extension period granted by the Department, the Department, in accordance with W&I Welf. & Inst. Code § 14197.7(o)(1), may withhold payments of additional funds until the cost report that is due has been submitted.~~

**Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS**

~~C. Upon receipt of an amended cost report, which includes reconciled units of service, and a certification statement that has been signed by the Contractor's Mental Health Director and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county's auditor controller, or equivalent, the Department shall preliminarily settle the cost report. After completing its preliminary settlement, the Department shall so notify the Contractor if additional FFP is due to the Contractor. The Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority. If funds are due to the State, the Department shall invoice the Contractor and the Contractor shall return the overpayment to the Department.~~

7. Recovery of Overpayments

- A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)
- B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or the Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)
- C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. Contractor shall comply with the reporting

**Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS**

requirements, and other requirements, in BHIN 19-034. (42 C.F.R. § 438.608(d).)

8. Physician Incentive Plans

- A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan between the Contractor and a subcontractor (Cal. Code Regs. tit. 9, § 1810.438(h).).
- 1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. §§ 422.208 and 422.210.
 - 2) Specific payment can be made directly or indirectly under a Physician Incentive Plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to a **member beneficiary**. (42 C.F.R. § 422.208(c)(1).)
 - 3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection to individual physicians and conduct annual **member beneficiary** surveys. (42 C.F.R. §§ 422.208(c)(2).)
 - 4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid **member beneficiary** upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

9. Financial requirements

- A. The Contractor shall not impose financial requirements or cumulative financial requirements, as defined in 42 C.F.R. section 438.900, for any **member beneficiary** receiving specialty mental health services.

**Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS**

10. ICD- 10

- A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or current edition, as the clinical tool to make diagnostic determinations.

- B. Once a DSM-5 mental health disorder diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis, in the International Classification of Diseases and Related Health Problems, Tenth Revision (ICD-10), or current edition. The Contractor shall use the ICD-10 diagnosis code(s) to submit a claim for specialty mental health services to receive reimbursement of Federal Financial Participation (FFP).

**Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS**

1. Health Information Systems

- A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).) The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1).)
- B. The Contractor's health information system shall, at a minimum:
- 1) Collect data on member beneficiary and provider characteristics as specified by the Department, and on services furnished to members beneficiaries as specified by the Department; (42 C.F.R. § 438.242(b)(2).)
 - 2) Ensure that data received from providers is accurate and complete by:
 - a. Verifying the accuracy and timeliness of reported data, including data from network providers compensated on the basis of capitation payments; (42 C.F.R. § 438.242(b)(3)(i).)
 - b. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii).)
 - c. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii).)
 - 3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4).)

**Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS**

- B. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (Cal. Code Regs., tit. 9, § 1810.376(c).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient **member beneficiary** encounter data to identify the provider who delivers service(s) to the **member beneficiary**. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all **member beneficiary** encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

3. Interoperability Rule Patient Access Application Programming Interface

In compliance with the terms of BHIN 22-068 or further guidance issued by the Department, Contractor shall implement and maintain a secure, standards-based Patient Access Application Programming Interface (API) and a publicly accessible, standards-based Provider Directory API that can connect to mobile applications and be available through a public-facing digital endpoint on Contractor's website. (45 C.F.R. § 170.215; 42 C.F.R. §§ 431.60, 431.70, and 438.10, 438.242.)

4. MEDSLITE Access

The Contractor shall perform the following:

- A. Establish County Behavioral Health MEDSLITE Coordinators (MEDSLITE Coordinators) to work with DHCS. These MEDSLITE Coordinators are required to sign and submit an Oath of Confidentiality to DHCS. Only these designated MEDSLITE Coordinators may initiate requests to add, delete, or otherwise modify a MEDSLITE user account. These MEDSLITE Coordinators are responsible for maintaining an active list of the Contractor's users with MEDSLITE access and collecting a signed MEDSLITE Oath of Confidentiality from each user. The MEDSLITE

**Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS**

Coordinators are responsible for ensuring users are informed they cannot share user accounts, that MEDSLITE is to be used for only authorized purposes, and that all activity is logged. The MEDSLITE Coordinators may be changed by written notice to DHCS. They should be employees at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. The MEDSLITE Coordinators will provide, assign, delete, and track user login identification information for authorized staff members. They are responsible for ensuring processes are in place which result in prompt MEDSLITE account deletion requests when the Contractor's users leave employment or no longer require access due to change in job duties.

- B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Agreement. The information obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Agreement.
- C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Agreement. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.
- D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged between Mono County Behavioral Health and the DHCS.
- E. During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Section 17 of Exhibit F, the Privacy and Security Provisions of this Agreement.

**Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS**

- F. In order to enforce this MEDSLITE Access provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Agreement and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

5. 274 Provider Network Data Reporting

- A. **The Contractor is required to submit provider network data to DHCS using the 274 standard on a monthly basis and must be submitted between the 1st and 10th of each month. (42 C.F.R. 438.207(a))**
- B. **The Contractor shall complete data submission pursuant to DHCS BHIN 22-032 and any subsequent guidance issued by the department.**

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

1. Quality Assessment and Performance Improvement

- A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to members~~beneficiaries~~. (42 C.F.R. § 438.330 (a).)
- B. The Contractor's QAPI Program shall improve the Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.
- C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. The Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary per Cal. Code Regs., tit. 9, § 1810.440(a)(6). (42 C.F.R. § 438.330(e)(2).)
- D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330 (a)(2), (b)(2), (c)(2).)
- E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, member~~beneficiary~~ and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of member~~beneficiary~~ grievances.
- F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)

**Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM**

- G. The Contractor shall implement mechanisms to assess member ~~beneficiary~~/family satisfaction. The Contractor shall assess member ~~beneficiary~~/family satisfaction by:
- 1) Surveying member ~~beneficiary~~/family satisfaction with the Contractor's services at least annually;
 - 2) Evaluating member ~~beneficiary~~ grievances, appeals and State Hearings at least annually; and
 - 3) Evaluating requests to change persons providing services at least annually.
 - 4) The Contractor shall inform providers of the results of member ~~beneficiary~~/family satisfaction activities.
- H. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.
- I. The Contractor shall implement mechanisms to address meaningful clinical issues affecting members ~~beneficiaries~~ system-wide.
- J. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.
- K. The Contractor's QAPI Program shall include Performance Improvement Projects as specified in paragraph 5.

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

2. Quality Improvement (QI) Work Plan

- C. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:
- 1) Evidence of the monitoring activities including, but not limited to, review of member-~~beneficiary~~ grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5) and 42 C.F.R. § 438.416(a);
 - 2) Evidence that QI activities, including performance improvement projects, have contributed to meaningful improvement in clinical care and member-~~beneficiary~~ service;
 - 3) A description of completed and in-process QI activities, including performance improvement projects. The description shall include:
 - a. Monitoring efforts for previously identified issues, including tracking issues over time;
 - b. Objectives, scope, and planned QI activities for each year; and,
 - c. Targeted areas of improvement or change in service delivery or program design.
 - 4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for the Contractor's 24-hour toll-free telephone number, timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care; and
 - 5) Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

3. Quality Improvement (QI) Committee and Program

- A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its members~~beneficiaries~~.
- B. The Contractor shall establish a QI Committee to review the quality of specialty mental health services provided to members~~beneficiaries~~. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including performance improvement projects; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.
- C. The QI Program shall be accountable to the Contractor's Director as described in Cal. Code Regs., tit. 9, § 1810.440(a)(1).
- D. Operation of the QI program shall include substantial involvement by a licensed mental health professional. (Cal. Code. Regs., tit. 9, § 1810.440(a)(4).)
- E. The QI Program shall include active involvement in the planning, design and execution of the QI Program by the Contractor's practitioners and providers, members~~beneficiaries~~ who have accessed specialty mental health services through the Contractor, family members, legal representatives, or other persons similarly involved with members~~beneficiaries~~ as described in Cal. Code. Regs., tit. 9, § 1810.440(a)(2)(A-C).
- F. QI activities shall include:
- 1) Collecting and analyzing data to measure against the goals, or prioritized areas of improvement that have been identified;
 - 2) Identifying opportunities for improvement and deciding which opportunities to pursue;

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

- 3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;
- 4) Obtaining input from providers, ~~members~~ beneficiaries and family members in identifying barriers to delivery of clinical care and administrative services;
- 5) Designing and implementing interventions for improving performance;
- 6) Measuring effectiveness of the interventions;
- 7) Incorporating successful interventions into the Contractor's operations as appropriate; and
- 8) Reviewing ~~member~~ beneficiary grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5).

4. External Quality Review

The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

5. Performance Improvement Projects

A. The Contractor shall conduct a minimum of two Performance Improvement Projects (PIPs) per year, including any PIPs required by DHCS or CMS. DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:

- 1) Be designed to achieve significant improvement, sustained over time, in health outcomes and ~~member~~ beneficiary satisfaction;

**Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM**

- 2) Include measurement of performance using objective quality indicators;
 - 3) Include implementation of interventions to achieve improvement in the access to and quality of care;
 - 4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; and,
 - 5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2).)
- B. The Contractor shall report the status and results of each performance improvement project to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

6. Practice Guidelines

- A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and Cal. Code Regs., tit. 9, § 1810.326)
- B. Such guidelines shall meet the following requirements:
- 1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
 - 2) They consider the needs of the members ~~beneficiaries~~;
 - 3) They are adopted in consultation with network providers; and
 - 4) They are reviewed and updated periodically as appropriate. (42 C.F.R. § 438.236(b).)
- C. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to members ~~beneficiaries~~ and potential members ~~beneficiaries~~. (42 C.F.R. § 438.236(c).)
- D. The Contractor shall take steps to assure that decisions for utilization management, member ~~beneficiary~~ education, coverage of services, and

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

any other areas to which the guidelines apply shall be consistent with the guidelines.

(42 C.F.R. § 438.236(d).)

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM

1. Utilization Management

- A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that members ~~beneficiaries~~ have appropriate access to specialty mental health services as required in Cal. Code Regs., tit. 9, section 1810.440(b)(1)-(3).
- B. The Utilization Management Program shall evaluate medical necessity, appropriateness and efficiency of services provided to Medi-Cal members ~~beneficiaries~~ prospectively or retrospectively.
- C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any member ~~beneficiary~~. (42 C.F.R. § 438.210(e).)
- D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as criteria for access to SMHS and for the purpose of utilization control, provided that the services furnished are sufficient in amount, duration and scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(i), (ii)(A).)
- E. The Contractor shall not impose quantitative treatment limitations, aggregate lifetime or annual dollar limits as defined in 42 C.F.R. 438.900, for any member ~~beneficiary~~ receiving specialty mental health services.
- F. The Contractor shall not impose non-quantitative treatment limitations for specialty mental health services in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, subpart K. (42 C.F.R. § 438.910(d).)
- G. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

**Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM**

2. Service Authorization

- A. Contractor shall implement mechanisms to assure authorization decision standards are met in accordance with Behavioral Health Information Notices (BHINs) 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, and any applicable state and federal regulations. (42 C.F.R. § 438.910(d).) The Contractor shall:
- 1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).)
 - 2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)
 - 3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the member's ~~beneficiary's~~ behavioral health needs. (42 C.F.R. § 438.210(b)(3).)
 - 4) Notify the requesting provider and give the member ~~beneficiary~~ written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)) The member's ~~beneficiary's~~ notice shall meet the requirements in Attachment 12, Section 10, paragraph A and Section 9, paragraph J and be provided within the timeframes set forth in Attachment 12, Section 10, paragraph B and Section 9, paragraph H.
- B. The Contractor shall comply with authorization timeframes in accordance with BHINs 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM

- C. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the member's ~~beneficiary's~~ life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the member's ~~beneficiary's~~ health condition requires and no later than 72 hours after receipt of the request for service. The Contractor may extend the 72-hour time period by up to 14 calendar days if the member ~~beneficiary~~ requests an extension, or if the Contractor justifies (to the Department upon request), and documents, a need for additional information and how the extension is in the member's ~~beneficiary's~~ interest. (42 C.F.R. § 438.210(d)(2))
- D. The Contractor shall act on an authorization request for treatment for urgent conditions within one hour of the request. (Cal. Code Regs., tit. 9, §§ 1810.253 1810.405, subd. (c)).
- E. The Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (Cal. Code Regs., tit. 9, §§ 1820.200(d) and 1820.225).
- D. The Contractor shall define service authorization request in a manner that at least includes a member's ~~beneficiary's~~ request for the provision of a service. (42 C.F.R. § 431.201)

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

1. Member-Beneficiary Enrollment

- A. Medi-Cal eligible members ~~beneficiaries~~ are automatically enrolled in the single MHP in their county. (1915(b) waiver, § A, part I, para. C, p. 31.)
- B. The Contractor shall be responsible for providing or arranging and paying for specialty mental health services for Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services. (Cal. Code Regs. tit. 9, §1810.228.) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)
- C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services. (42 C.F.R. § 438.3(d)(3).)
- D. The Contractor shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); W&I Code § 14727(a)(3).)

2. Cultural Competence

- A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all members ~~beneficiaries~~, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity. (42 C.F.R. § 438.206(c)(2).)

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- B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan submitted and approved by the Department. The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (Cal. Code Regs., tit. 9, § 1810.410, subds. (c)-(d).)

3. Out-of-Network Services

- A. The Contractor's provider network is unable to provide necessary services **within the time, distance, and timely access standards**, covered under this Contract, to a particular ~~member~~ beneficiary, the Contractor shall **allow members to access the services and** adequately and timely cover the services out-of-network, for as long as the Contractor's provider network is unable to provide them **and in accordance with state and federal law, this contract, and Department information notices, including BHIN 21-008, and any subsequent notices.** (42 C.F.R. § 438.206(b)(4).)
- B. **In cases where an out-of-network provider is not available within the time and distance standards, Contractor shall arrange for telehealth or transportation to an in-person visit. Contractor shall ensure that members have the right to an in-person visit if they do not want to accept a telehealth visit. Contractor shall ensure that services rendered by out-of-network providers, including those provided within a Department approved alternative access standard, comply with timely access standards.**
- C. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must ensure that the cost to the ~~member~~ beneficiary for services provided out-of-network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with Cal. Code Regs., tit. 9, section 1810.365. (42 C.F.R. § 438.206(b)(5).)
- D. The Contractor shall comply with the requirements of Cal. Code Regs., tit. 9, section 1830.220 regarding providing ~~members~~ beneficiaries access to out-of-network providers when a provider is available in Contractor's network.

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- E. Pursuant to Department guidance, the Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with title 42 of the Code of Federal Regulations, section 438.910(d)(3).

4. Foster Children Placed Out-of-County

- A. ~~In **The Contractor shall authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children placed outside of their counties of origin in** accordance with W&I Code section 14717.1 **and 14717.2 and pursuant to Department information notices, including** the Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children residing in the Contractor's county, who are placed outside of their counties of origin, unless a presumptive transfer waiver is in place.~~
- B. The Contractor shall follow the Mental Health and Substance Use Disorder Services Information Notices pertaining to Presumptive Transfer for Foster Children Placed Out-of-County Mental Health and Substance Use Disorder (MHSUDS) IN 17-032, 18-027, BHIN 19-041, and any subsequent Information Notices. These Information Notices include standardized templates that the Contractor may use or adapt to the Contractor's needs.
- C. ~~The Contractor shall accept a completed mental health assessment from the foster child's county of origin mental health plan. The Contractor may conduct additional assessments if the foster child's needs change or an updated assessment is needed to determine the child's needs and identify the needed treatment and services to address those needs.~~
- D. ~~When a request for a presumptive transfer waiver has been made for a foster child from the Contractor's county who is being placed outside of the Contractor's county, the Contractor shall continue to provide medically necessary specialty mental health services to that foster child until a presumptive transfer waiver determination has been made.~~
- E. ~~The Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children~~

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~~originally from the Contractor's county who are residing outside of the Contractor's county, if a presumptive transfer waiver is in place.~~

5. Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)

- A. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Adoption Assistance Program (AAP) residing within their adoptive parents' county of residence in the Contractor's county. These services are to be provided in the same way as the Contractor would provide services to any other child for whom the Contractor's county is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 16125.)
- B. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Kinship-Guardian Assistance Program (Kin-GAP) residing within their legal guardian's county of residence in the Contractor's county. These services are to be provided in the same way that the Contractor would provide services to any other child for whom the Contractor county is listed as the county of responsibility on the MEDS. When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 11376.)
- C. When the Contractor is the mental health plan in the county of origin for a child in AAP residing out-of-county with their adoptive parents (W&I Code § 16125) or a child in Kin-GAP residing out-of-county with their legal guardian (W&I Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this contract.

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- D. The Contractor shall comply with timelines specified in Cal. Code Regs., tit. 9, § 1830.220(b)(4)(A)(1-3) and requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this contract, when processing or submitting authorization requests for children in AAP, or Kin-GAP, living outside their county of origin.
- 6. American Indian/Alaskan Native Indian Members ~~Beneficiaries~~**
- A. The Contractor shall permit **American Indian/Alaskan Native (AI/AN) members** ~~an Indian beneficiary who is eligible~~ to receive services from any Indian health care provider (IHCP) participating as a network provider, to choose that IHCP as their provider, as long as that provider has capacity to provide the services. **MHPs must reimburse MHP-certified IHCPs for the provision of these services to AI/AN Medi-Cal members whether or not the IHCP has a current contract with the member's county of responsibility.** (42 C.F.R. § 438.14(b)(2),(4).)
- B. The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the contract from such providers for **AI/AN members** ~~Indian beneficiaries~~ who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).)
- C. The Contractor shall document good-faith efforts to contract with all IHCPs in the Contractor's county. If the Contractor does not contract with a IHCP in the Contractor's county, the Contractor must submit a written explanation to the Department of why it failed to contract with that IHCP, with supporting documentation as provided for in BHIN ~~21-023~~ **23-041**.
- D. The Contractor shall permit Indian ~~members~~ ~~beneficiaries~~ to obtain covered services from out-of-network IHCPs if the ~~members~~ ~~beneficiaries~~ are otherwise eligible to receive such services. (42 C.F.R. § 438.14(b)(4).) The Contractor shall permit an out-of-network IHCP to refer an Indian **member** ~~beneficiary~~ to a network provider. (42 C.F.R. § 438.14(b)(6).)

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1. Enrollment and Screening

- A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E. (42 C.F.R. § 438.608(b).)
- B. The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120-day period without enrollment of the provider, and notify affected **members** beneficiaries. (42 C.F.R. § 438.602(b)(2).)

2. Assessment of Capacity

- A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its **members** beneficiaries. This includes monitoring the number, type, and geographic distribution of mental health services within the Contractor's delivery system.
- B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number, timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

3. Network Adequacy

- A. The Contractor shall ensure that all services covered under this Contract are available and accessible to **members** beneficiaries in a timely manner **and without utilizing waitlists** (42 C.F.R. § 438.206(a)).
- B. Maintain and monitor a network of appropriate providers that is supported by written agreements for subcontractors and that is sufficient to provide adequate access to all services covered under this contract for all **members** beneficiaries, including those with limited English proficiency or physical or mental disabilities. The Contractor shall ensure that network providers provide physical access, reasonable accommodations, and

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accessible equipment for Medi-Cal ~~members~~ ~~beneficiaries~~ with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

- C. The Contractor shall adhere to, in all geographic areas within the county, the time and distance standards for adult and pediatric mental health providers, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.68(a), (b)(1)(iii), (3), 438.206(a); W&I Code § 14197.)
- D. The Contractor may submit to the Department a request for Alternate Access Standards. The Department will evaluate requests and grant appropriate exceptions to the state developed standards, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.68(a), (d), 438.206(a); W&I Code § 14197.)
- E. The Contractor shall comply with all network adequacy standards developed by the Department to implement 42 C.F.R. section 438.68, 438.206, and 438.207, including time and distance standards, timely access, capacity and composition standards, and other network capacity requirements, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department.

4. Timely Access

- A. Timely Access. In accordance with 42 C.F.R. section 438.206(c)(1), the Contractor shall:
 - 1) Meet and require ~~its~~ **network** providers to meet standards for timely access to care and services, **without utilizing waitlists** taking into account the urgency of need for services, pursuant to W&I Code section 14197(d), as specified in BHIN ~~21-023~~ **23-041** and its enclosures, or in subsequent, guidance issued by the Department.
 - a) **Contractor shall ensure that members are offered appointments within the following timeframes:**
 - i. **Urgent care appointment for services that do not require prior authorization: within 48 hours of request.**

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- ii. **Urgent care appointment for services that require prior authorization: within 96 hours of request.**
 - iii. **Nonurgent appointments with a psychiatrist: within fifteen (15) business days of request.**
 - iv. **Nonurgent appointments with a nonphysician mental health care provider: within ten (10) business days of request.**
 - v. **Nonurgent follow-up appointment with a nonphysician mental health care provider: within ten (10) business days of the prior appointment for members undergoing a course of treatment for an ongoing mental health condition. This does not limit coverage for nonurgent follow-up appointments with a nonphysician mental health care provider to once every ten (10) business days.**
- b) **Urgent care appointments must be offered when a member has a condition that requires prompt attention, such that they face an imminent and serious threat to their health, including, but not limited to, the potential loss of life, limb, or other major bodily function, or the normal timeframe for the decision-making process would be detrimental to the member's life or health or could jeopardize the member's ability to regain maximum function. In accordance with Cal. Code Regs., tit. 9, section 1810.405, subdivision (c), Contractor shall have a statewide toll-free telephone number available 24 hours a day, seven days per week, to act on payment authorization requests for services to treat a member's urgent condition and shall respond to these requests within one hour of the request.**

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- c) The waiting time for a particular appointment may be extended if the referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, acting within the scope of their practice and consistent with professionally recognized standards of practice, has determined and noted in the relevant record that a longer waiting time will not have a detrimental impact on the health of the member.
- d) Appointments for periodic follow-up care and preventive services to prevent and detect disease, illness, injury, or other health conditions may be scheduled in advance, consistent with professionally recognized standards of practice as determined by the treating licensed health care provider acting within the scope of their practice.

~~2) Comply with the timeliness standards specified in Cal. Code Regs., tit. 9, section 1810.405(c) and Welf. & Inst. Code § 14717.1. These standards apply to out-of-plan services, as well as in-plan services.~~

- 2) Require subcontracted **network** providers to have hours of operation during which services are provided to Medi-Cal **members** beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal **members** beneficiaries. If the provider only serves Medi-Cal **members** beneficiaries, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan.
- 3) Make services available to **members** beneficiaries 24 hours a day, 7 days a week, when medically necessary.
- 4) Establish mechanisms to ensure that network providers comply with the timely access requirements.

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- 5) Monitor network providers regularly to determine compliance with timely access requirements.
- 6) Take corrective action if **a network provider fails to comply with** ~~there is a failure to comply with~~ timely access requirements ~~by a network provider.~~

5. Documentation of Network Adequacy

- A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected enrollment in its service area in accordance with BHIN ~~21-023~~ **23-041** and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.207(a); W&I Code § 14197(f).)
- B. The Contractor shall submit documentation to the Department, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department to demonstrate that it complies with the following requirements:
 - 1) Offers an appropriate range of specialty services that are adequate for the anticipated number of **members** ~~beneficiaries~~ for the service area.
 - 2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of **members** ~~beneficiaries~~ in the service area. (42 C.F.R. § 438.207(b).)
- C. The Contractor shall submit the documentation at the times specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department, but no less frequently than the following:
 - 1) At the time it enters into this Contract with the Department;
 - 2) On an annual basis; and
 - 3) Within 10 business days of a significant change in the Contractor's operations that would render the Contractor non-compliant with standards for network adequacy and capacity including, but not limited to, the following types of changes:

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- a) Changes in services;
- b) Changes in benefits;
- c) Changes in geographic service area;
- d) Changes in the composition of or payments to the Contractor's provider network; or
- e) Enrollment of a new population in the Contractor's county. (42 C.F.R. § 438.207(c).);
- f) The Contractor is required to notify DHCS by email of one of the listed changes at MHSDFinalRule@dhcs.ca.gov.

D. The Contractor shall include details regarding the change and the Contractor's plans to ensure members~~beneficiaries~~ continue to have access to adequate services and providers.

6. Choice of Provider

The Contractor shall provide a member's~~beneficiary's~~ choice of the person providing services to the extent possible and appropriate consistent with Cal. Code Regs., tit. 9, §1830.225 and 42 Code of Federal Regulations part 438.3(l).

7. Provider Selection

- A. The Contractor shall have written policies and procedures for selection and retention of providers. (42 C.F.R. § 438.214(a).)
- B. The Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)

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- C. In all subcontracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)
- D. The Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act. (42 C.F.R. § 438.214(d).)
- E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)
- F. The Contractor shall give practitioners or groups of practitioners who apply to be MHP contract providers and with whom the MHP decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)
- G. Paragraphs A-F, above, may not be construed to:
- 1) Require the Contractor to subcontract with providers beyond the number necessary to meet the needs of its members ~~beneficiaries~~;
 - 2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or
 - 3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to members ~~beneficiaries~~. (42 C.F.R. § 438.12(b).)
- H. Upon request, the Contractor shall demonstrate to the Department that its providers are credentialed as required by paragraph C. (42 C.F.R. § 438.206(b)(6))

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- I. The Contractor shall establish individual, group and organizational provider selection criteria as provided for in Cal. Code Regs., tit. 9, section 1810.435.
- J. The Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (Cal. Code Regs., tit. 9, § 1840.314(d).)
- K. The Contractor is not located outside of the United States. (42 C.F.R. § 602(i).)

8. Provider Certification

- A. The Contractor shall comply with Cal. Code Regs., tit. 9, section 1810.435, in the selection of providers and shall review its providers for continued compliance with standards at least once every three years.
- B. The Contractor shall comply with the provisions of 42 Code of Federal Regulations, sections parts 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.
- C. “Satellite site” means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to members ~~beneficiaries~~ fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.
- D. The Contractor shall certify, or use another mental health plan’s certification documents to certify, the organizational providers that subcontract with the Contractor to provide covered services in accordance with Cal. Code Regs., tit. 9, section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the contract, and once every three years after that date. The on-site review required by Cal. Code Regs., tit. 9, section 1810.435(d), as a part of the certification process, shall be made of any site owned, leased, or operated by the provider and used to deliver covered services to members ~~beneficiaries~~, except that on-site review is not required for public school or satellite sites.

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- E. The Contractor may allow an organizational provider to begin delivering covered services to members~~beneficiaries~~ at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider's request for certification is received by the Department in accordance with the Contractor's certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the provider begins delivering covered services to members~~beneficiaries~~ at the site.
- F. The Contractor may allow an organizational provider to continue delivering covered services to members~~beneficiaries~~ at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.
- G. The Contractor and/or the Department shall each verify through an on-site review that:
- 1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
 - 2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
 - 3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.
 - 4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of members~~beneficiaries~~ and staff.

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- 5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.
- 6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Attachment 10; and applicable state and federal standards.
- 7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to **members beneficiaries**, as described in Cal. Code Regs., tit. 9, sections 1840.344 through 1840.358, as appropriate and applicable.
- 8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- 9) The organizational provider's head or chief of service, as defined Cal. Code Regs., tit. 9, sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.
- 10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - a) All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - b) Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.
 - c) All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
 - d) Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense

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or administer medication.

- e) Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
 - f) A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
 - g) Policies and procedures are in place for dispensing, administering and storing medications.
- H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Attachment 2, Section 3 of this exhibit.
- I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Attachment 2, Section 3 of this exhibit.
- J. On-site review is required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.
- K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code section 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.
- L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:
- 1) The provider makes major staffing changes.

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- 2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).
 - 3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.
 - 4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
 - 5) There is a change of ownership or location.
 - 6) There are complaints regarding the provider.
 - 7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.
- M. The Contractor shall monitor the performance of its subcontractors on an ongoing basis for compliance with the terms of this contract and shall subject the subcontractors' performance to periodic formal review, at a minimum in accordance with the recertification requirements. If the Contractor identifies deficiencies or areas for improvement, the Contractor and the subcontractor shall take corrective action.
- N. In addition, Contractor may accept the certification of a provider by another Mental Health Plan, or by the Department, in order to meet the Contractor's obligations under Attachment 8, Sections 7 and 8. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another MHP.

9. Provider Member-Beneficiary Communications

- A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waived, or registered professional, as defined in Cal. Code Regs., tit. 9, sections 1810.223 and 1810.254, who is acting within the lawful scope of practice, from advising or advocating on behalf of a member-beneficiary for whom the provider is providing mental health services for any of the following:

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- 1) The ~~member's beneficiary's~~ health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
- 2) Information the ~~member beneficiary~~ needs in order to decide among all relevant treatment options;
- 3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and
- 4) The ~~member beneficiary's~~ right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

10. Provider Notifications

- A. The Contractor shall inform providers and subcontractors, at the time they enter into a contract, about:
 - 1) **Member-Beneficiary** grievance, appeal, and State Hearing procedures and timeframes as specified in 42 C.F.R. sections 438.400 through 438.424.
 - 2) The ~~member beneficiary's~~ right to file grievances and appeals and the requirements and timeframes for filing.
 - 3) The availability of assistance to the ~~member beneficiary~~ with filing grievances and appeals.
 - 4) The ~~member's beneficiary's~~ right to request a State Hearing after the Contractor has made a determination on a ~~member's beneficiary's~~ appeal, which is adverse to the ~~member beneficiary~~.
 - 5) The ~~member's beneficiary's~~ right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes, although the ~~member beneficiary~~ may be liable for the cost of any continued benefits while the appeal or State Hearing is pending if the final decision is adverse to the ~~member beneficiary~~.

Exhibit A – Attachment 9
DOCUMENTATION REQUIREMENTS

1. Documentation Standards
 - A. The Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department in BHIN ~~22-019~~ **23-068**.

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

1. Coordination of Care

- A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its members ~~beneficiaries~~. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
- 1) Ensure that each member ~~beneficiary~~ has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the member ~~beneficiary~~. The member ~~beneficiary~~ shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
 - 2) Coordinate the services the Contractor furnishes to the member ~~beneficiary~~ between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services the Contractor furnishes to the member ~~beneficiary~~ with the services the member ~~beneficiary~~ receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its members ~~beneficiaries~~. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
 - 3) The Contractor shall share with the Department or other managed care entities serving the member ~~beneficiary~~ the results of any identification and assessment of that member's ~~beneficiary's~~ needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
 - 4) Ensure that each provider furnishing services to members ~~beneficiaries~~ maintains and shares, as appropriate, a member ~~beneficiary~~ health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)
 - 5) Ensure that, in the course of coordinating care, each member's ~~beneficiary's~~ privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

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- B. Consistent with the No Wrong Door policies set forth in W&I Code section 14184.402, the Contractor must cover the assessment and any SMHS provided during the assessment period for any member-beneficiary seeking care, even prior to the determination of a diagnosis, even prior to the determination of whether SMHS access criteria set forth in W&I Code section 14184.402(b)(2) are met, and even if the member-beneficiary is later determined to need non-specialty mental health services (NSMHS) and/or SUD services and is referred to the Medi-Cal Fee For Service delivery system or a Managed Care Plan for NSMHS or to the County Department responsible for SUD treatment. Contractor must cover SMHS even if the service was not included in the client plan, and even if the member-beneficiary has a co-occurring mental health condition and SUD.
- C. As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure members-beneficiaries seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code section 14184.402(h).
- D. If a member-beneficiary eligible for SMHS is also eligible for NSMHS during the course of receiving covered SMHS, the Contractor shall continue to cover non-duplicative, Medically Necessary SMHS even if the Member is simultaneously receiving NSMHS.
- 1) The Contractor must enter into a Memorandum of Understanding with any Medi-Cal Managed Care Plan serving the Contractor's members-beneficiaries to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.
 - 2) If a member-beneficiary is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in DHCS guidance as required when members-beneficiaries who have established relationships with contracted mental health providers experience a change in condition requiring NSMHS. Likewise, if a member-beneficiary is receiving NSMHS and is determined to meet the

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access criteria for SMHS as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in DHCS guidance as required when ~~members~~ ~~beneficiaries~~ who have established relationships with NSMHS providers experience a change in condition requiring SMHS. The Contractor must continue to cover the provision of medically necessary SMHS provided to a ~~member~~ ~~beneficiary~~ who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan.

- 3) The Contractor must develop and implement written policies and procedures to ensure that ~~members~~ ~~beneficiaries~~ meeting criteria for NSMHS, as indicated by a DHCS-approved standardized transition tool (including standardized transition tools specific for adults and standardized transition tools specific for children and youth), are referred to the Managed Care Plan or a Fee For Service provider offering NSMHS. Likewise, the Contractor must develop and implement written policies and procedures to ensure that ~~members~~ ~~beneficiaries~~ meeting access criteria for SMHS and as indicated by a DHCS-approved standardized transition tools (including standardized transition tools specific for adults and standardized transition tools specific for children and youth) are referred by the Managed Care Plan to the Contractor.
- E. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's ~~members~~ ~~beneficiaries~~. The Contractor shall ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The MOU shall address how to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative. The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. Should a conflict arise between the parties to the MOU, the Contractor shall abide by the requirements in BHIN 21-034. (Cal. Code Regs., tit. 9, § 1810.370.)
- F. The Contractor shall implement a transition of care policy that is in accordance with applicable state and federal regulations, Mental Health and Substance Use Disorder Services Information Notice 18-059 and any

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Behavioral Health Information Notices issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this contract (42 C.F.R. § 438.62(b)(1)-(2).)

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1. Basic Requirements

- A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to members ~~beneficiaries~~. (42 C.F.R. § 438.10(c)(1).) The Contractor shall provide all written materials for members ~~beneficiaries~~ in easily understood language, format, and alternative formats that take into consideration the special needs of members ~~beneficiaries~~ in compliance with 42 C.F.R. section 438.10(d)(6). The Contractor shall inform members ~~beneficiaries~~ that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. section 438.10.
- B. The Contractor shall provide the required information in this section to each member ~~beneficiary~~ when first receiving specialty mental health services and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
- C. The Contractor shall operate a website that provides the content required in this section and complies with the requirements in 42 C.F.R. section 438.10.
- D. For consistency in the information provided to beneficiaries, the Contractor shall use the Department developed definitions for managed care terminology, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network, non-participating provider, physician services, plan, preauthorization, participating provider, provider, skilled nursing care, and urgent care. (42 C.F.R. § 438.10(c)(4)(i).)
- E. The Contractor shall use Department developed model member ~~beneficiary~~ handbooks and member ~~beneficiary~~ notices that describe the transition of care policies for members ~~beneficiaries~~. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3).)

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- F. ~~Member-Beneficiary~~ information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
- 1) The format is readily accessible;
 - 2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;
 - 3) The information is provided in an electronic form which can be electronically retained and printed;
 - 4) The information is consistent with the content and language requirements of this Attachment; and
 - 5) The ~~member-beneficiary~~ **member** is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)
- G. The Contractor shall have in place mechanisms to help **members** ~~beneficiaries~~ and potential **members** ~~beneficiaries~~ understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7).)

2. Information Provided to Members ~~Beneficiaries~~

- A. The Contractor shall provide information to **members** ~~beneficiaries~~ and potential **members** ~~beneficiaries~~ including, at a minimum, all of the following:
- 1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii).)
 - 2) The mandatory enrollment process. (42 C.F.R. § 438.10(e)(2)(iii).)
 - 3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv).)
 - 4) Covered benefits, including:
 - a. Which benefits are provided by the Contractor; and,

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- b. Which, if any, benefits are provided directly by the State.
- 5) The provider directory. (42 C.F.R. § 438.10(e)(2)(vi).)
 - 6) Any cost-sharing that will be imposed by the Contractor consistent with the State Plan. (42 C.F.R. §§ 438.10(e)(2)(vii); State Plan § 4.18.)
 - 7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards established in 42 Code of Federal Regulations part 438.68. (42 C.F.R. § 438.10(e)(2)(viii).)
 - 8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix).)
 - 9) To the extent available, quality and performance indicators for the Mental Health Plan, including **member**-beneficiary satisfaction. (42 C.F.R. § 438.10(e)(2)(x).)
- B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, to each **member**-beneficiary who was seen on a regular basis by the terminated provider. The notice to the **member**-beneficiary shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later. (42 C.F.R. § 438.10(f)(1).)

3. Language and Format

A. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities (42 CFR § 438.10; Government Code (Gov. Code) § 11135; 28 CFR §§ 35.160-35.164; 28 CFR § 36.303; 45 CFR § 92.101; 45 CFR § 92.102)

- 1) **The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, section 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.**

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2) Nondiscrimination Notice

- i. The Nondiscrimination Notice must be sent in conjunction with each of the following significant notices sent to members:**
 - a. Notices of Adverse Benefit Determination.**
 - b. Grievance acknowledgement letter.**
 - c. Appeal acknowledgement letter.**
 - d. Grievance resolution letter.**
 - e. Notice of Appeal Resolution.**
- ii. The Contractor shall post a Department-approved nondiscrimination notice that informs members, potential members, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.**
- iii. The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to beneficiaries, potential members, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.**
- iv. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.**
- v. The nondiscrimination notice shall include all legally required elements under the applicable subsections of**

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Gov. Code section 11135.

- vi. **The nondiscrimination notice shall include information on how to file a discrimination grievance directly with the DHCS Office of Civil Rights, in addition to information about how to file a discrimination grievance with the County and the U.S. Health and Human Services Office for Civil Rights.**
- vii. **The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.**

3) Language Assistance Taglines

- i. **The Language Assistance Taglines must be sent in conjunction with each of the following significant notices sent to members:**
 - a. **Notices of Adverse Benefit Determination.**
 - b. **Grievance acknowledgement letter.**
 - c. **Appeal acknowledgement letter.**
 - d. **Grievance resolution letter.**
 - e. **Notice of Appeal Resolution.**
- ii. **The Contractor shall post Department-approved taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 15 non-English languages in the State (as determined by the Department), informing members, potential members, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.**
- iii. **Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where the Contractor interacts with the public, on the Contractor's website in**

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a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

- 4) **Effective Communication with Individuals with Disabilities**
- i. **The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities.**
 - ii. **The Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in, or enjoy the benefits of, the Contractor's covered services, programs, and activities.**
 - iii. **The Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20-point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, the Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.**
 - iv. **Auxiliary aids and services include:**
 - a. **Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication**

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products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.

b. Qualified Readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20-point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

- A. ~~The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii).)~~
- B. ~~The Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the potential beneficiary or beneficiary at no cost. Written material that are critical to obtaining services include, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials. (42 C.F.R. § 438.10(d)(3).)~~
- C. ~~The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3).)~~
- 1) ~~The Contractor shall notify beneficiaries, prospective beneficiaries, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welf. & Inst. Code §~~

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~~14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4).)~~

~~2) — Prevalent non-English language means a language identified as the primary language of 3,000 beneficiaries or five percent of the beneficiary population (whichever is lower) in the Contractor's service area as indicated on MEDs. (42 C.F.R. § 438.10(a), Cal. Code Regs., tit. 9, § 1810.410, subd. (a), para. (3).)~~

~~D. The Contractor shall make auxiliary aids and services available upon request and free of charge to each beneficiary. (42 C.F.R. § 438.10(d)(3)-(4).) The Contractor shall also notify beneficiaries, prospective beneficiaries, and members of the public that these services are available free of charge and how to access these services. (42 C.F.R. § 438.10(d)(5)(ii)-(iii); Welf. & Inst. Code § 14727(a)(2).)~~

~~E. The Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language. (42 C.F.R. § 438.10(d)(2), (4)-(5).) Contractor shall notify beneficiaries, prospective beneficiaries, and members of the public that these services are available free of charge and how to access these services. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welf. & Inst. Code § 14727(a)(1)-(2).)~~

~~F. — Nondiscrimination Notice and Taglines~~

~~1) — The Contractor shall post (1) a Department-approved nondiscrimination notice and (2) language taglines in a conspicuously visible font size in at least a 12-point font in English in the top 15 non-English languages in the State, and any other languages, as determined by the Department, explaining the availability of free language assistance services, including written translation and oral interpretation, and information on how to request auxiliary aids and services, including materials in alternative formats. The nondiscrimination notice and taglines, shall include the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit for obtaining these services, and shall be posted as follows:~~

~~a) In conspicuous physical locations where the Contractor interacts with the public;~~

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- ~~b) On the internet website published and maintained by the Contractor, in a manner that allows beneficiaries, prospective beneficiaries, and members of the public to easily locate the information; and~~
 - ~~c) In the beneficiary handbook, all materials critical to obtaining services, and informational notices targeted to beneficiaries and members of the public (including notices of action). (42 C.F.R. § 438.10(d)(2)-(3); Welf. & Inst. Code, § 14727(b), (c)(1)-(2).)~~
- 2) ~~The Contractor's nondiscrimination notice and language taglines must be in a conspicuously visible font size no smaller than 12 point. (42 C.F.R. § 438.10(d)(3), (d)(6)(ii).)~~
- 3) ~~The Contractor shall provide information to all beneficiaries, prospective beneficiaries, and members of the public on how to file a Discrimination Grievance with:~~
- ~~a) The Contractor and the Department if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation. (Welf. & Inst. Code § 14727(a)(4).)~~
 - ~~b) The United States Department of Health and Human Services Office for Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability. (Welf. & Inst. Code § 14727(a)(5).)~~
- 4. Handbook**
- A. The Contractor shall provide members ~~beneficiaries~~ with a copy of the handbook and provider directory when the member ~~beneficiary~~ first accesses services and thereafter upon request. (Cal. Code Regs., tit. 9, § 1810.360.)
 - B. The Contractor shall ensure that the handbook includes the current toll-free telephone number(s) that provides information in threshold languages and is available twenty-four hours a day, seven days a week. (Cal. Code Regs., tit. 9, § 1810.405, subd. (d).)

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- C. The ~~member~~ ~~beneficiary~~ handbook shall include information that enables the ~~member~~ ~~beneficiary~~ to understand how to effectively use the managed care program. This information shall include, at a minimum:
- 1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i).)
 - 2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii).)
 - a) The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that **members** ~~beneficiaries~~ understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii).)
 - b) Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the ~~member's~~ ~~beneficiary's~~ provider. (42 C.F.R. § 438.10(g)(2)(iv).)
 - c) Any restrictions on the ~~member's~~ ~~beneficiary's~~ freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi).)
 - d) The extent to which, and how, **members** ~~beneficiaries~~ may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii).)
 - e) Cost sharing, if any, consistent with the State Plan. (42 C.F.R. § 438.10(g)(2)(viii); State Plan § 4.18.)
 - f) **Member** ~~Beneficiary~~ rights and responsibilities, including the elements specified in § 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix).)
 - g) The process of selecting and changing the **member's** ~~beneficiary's~~ provider. (42 C.F.R. § 438.10(g)(2)(x).)

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h) Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. sections 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:

1) The right to file grievances and appeals;

The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a member-beneficiary believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights.

2) The requirements and timeframes for filing a grievance or appeal;

3) The availability of assistance in the filing process;

4) The right to request a State Hearing after the Contractor has made a determination on a member's beneficiary's appeal which is adverse to the member beneficiary;

5) The fact that, when requested by the member beneficiary, benefits that the Contractor seeks to reduce or terminate will continue if the member beneficiary files an appeal or a request for State Hearing within the timeframes specified for filing, and that the member-beneficiary may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is adverse to the member beneficiary. (42 C.F.R. § 438.10(g)(2)(xi).)

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- i) How to exercise an advance directive, as set forth in 42 C.F.R. 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii).)
 - j) How to access auxiliary aids and services, including additional information in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii).)
 - k) The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to members-beneficiaries. (42 C.F.R. § 438.10(g)(2)(xiv).)
 - l) Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv).)
 - m) Additional information that is available upon request, includes the following:
 - 1) Information on the structure and operation of the Contractor.
 - 2) Physician incentive plans as set forth in 42 C.F.R. section 438.3(i). (42 C.F.R. § 438.10(f)(3).)
- D. The Contractor shall give each member-beneficiary notice of any significant change (as defined by the Department) to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4).)
- E. Consistent with 42 Code of Federal Regulations section 438.10(g)(3) and Cal. Code Regs., tit. 9, section 1810.360, subdivision (e), the handbook will be considered provided if the Contractor:
- 1) ~~Mails a printed copy of the information to the beneficiary's mailing address before the beneficiary first receives a specialty mental health service;~~
 - 2) Mails a printed copy of the information ~~upon the beneficiary's request~~ to the member's-beneficiary's mailing address;

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- 3) Provides the information by email after obtaining the member's ~~beneficiary's~~ agreement to receive the information by email;
- 4) Posts the information on the Contractor's website and advises the member ~~beneficiary~~ in paper or electronic form that the information is available on the internet and includes the applicable internet addresses, provided that members ~~beneficiaries~~ with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or,
- 5) Provides the information by any other method that can reasonably be expected to result in the member ~~beneficiary~~ receiving that information. ~~If the Contractor provides the handbook in-person when the beneficiary first receives specialty mental health services, the date and method of delivery shall be documented in the beneficiary's file.~~

5. Provider Directory

- A. The Contractor must follow the Department's provider directory policy, which the Department implemented via Mental Health and Substance Use Disorder Services Information Notice 18-020, and other applicable Mental Health and Substance Use Disorder Services Information Notices that may be issued subsequent to the effective date of this contract.
- B. The Contractor shall make provider directories available in electronic and paper form upon request, **and maintain a publicly accessible standards-based Provider Directory API as described in 42 CFR section 431.70 and BHIN 22-068**, and meet the same technical standards of the Patient Access API and ensure that the provider directories include the following information for all network providers, including each licensed, waived, or registered mental health provider employed by the Contractor, each provider organization or individual practitioner contracting with the Contractor, and each licensed, waived, or registered mental health provider employed by a provider organization to deliver Medi-Cal services:
 - 1) Information on the category or categories of services available from each provider. (42 C.F.R. § 438.10(h)(1)(v).)

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- 2) The names, **medical group/foundation, independent physician/provider associations, and** any group affiliations, street addresses, telephone numbers, specialty, and website URLs of current contracted providers by category. (42 C.F.R. § 438.10(h)(1)(i)-(v).)
 - 3) The cultural and linguistic capabilities of network providers, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office. (42 C.F.R. § 438.10(h)(1)(vii).)
 - 4) Whether network providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment. (42 C.F.R. § 438.10(h)(1)(viii).)
 - 5) A means to identify which providers are accepting new **members** beneficiaries. (42 C.F.R. § 438.10(h)(1)(vi).)
 - 6) Type of practitioner as appropriate.
 - 7) National Provider Identifier number.
 - 8) California License number and type of license.
 - 9) Whether the provider has completed cultural competence training.
 - 10) **Hours and days when each services location is open, including the availability of evening and /or weekend hours.**
- C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3).)
- D. Provider directories shall be made available on the Contractor's website in a machine readable file and format as specified by the Secretary. (42 C.F.R. § 438.10(h)(4).)

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6. Advance Directives

- A. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100.)
- B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ and 438.3(j)(1)-(3), 422.128.) Any written materials prepared by the Contractor for ~~members~~ ~~beneficiaries~~ shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4).)
- C. The Contractor shall provide adult ~~members~~ ~~beneficiaries~~ with the written information on advance directives. (42 C.F.R. § 438.3(j)(3).)
- D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), 438.3(j).)
- E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), 438.3(j).)

7. Member-Beneficiary Rights

- A. The parties to this contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to W&I Code section 5325, Cal. Code Regs., tit. 9, sections 862 through 868, and 42 C. F. R. section 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.
- B. The Contractor shall have written policies regarding the member beneficiary rights specified in this section and ensure that its staff, subcontractors, and providers take those rights into account when providing services, including the right to:

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- 1) Receive information in accordance with 42 C.F.R. section 438.10. (42 C.F.R. § 438.100(b)(2)(i).)
- 2) Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii).)
- 3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the member's ~~beneficiary's~~ condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii).)
- 4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv).)
- 5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v).)
- 6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524,164.526.)
- 7) Be furnished services in accordance with 42 C.F.R. §§ sections 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3).)
- 8) Freely exercise their rights without adversely affecting the way the Contractor, subcontractor, or provider treats the member ~~beneficiary~~. (42 C.F.R. § 438.100(c).)

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BENEFICIARY MEMBER PROBLEM RESOLUTION

1. General Provisions

- A. The Contractor shall have a grievance and appeal system in place for members ~~beneficiaries~~. (42 C.F.R. §§ 438.228(a), 438.402(a); Cal. Code Regs., tit. 9, § 1850.205.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances, and shall include processes to collect and track information about them. The Contractor's member ~~beneficiary~~ problem resolution processes shall include:
- 1) A grievance process;
 - 2) An appeal process; and,
 - 3) An expedited appeal process. (Cal. Code Regs., tit. 9, § 1850.205(b)(1)-(b)(3).)
- B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:
- 1) The Contractor shall ensure that each member ~~beneficiary~~ has adequate information about the Contractor's problem resolution processes by taking at least the following actions:
 - a) Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's member ~~beneficiary~~ booklet and providing the member ~~beneficiary~~ handbook to members ~~beneficiaries~~ as described in Attachment 11 of this contract. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(A).)
 - b) Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both members ~~beneficiaries~~ and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the member ~~beneficiary~~ has received a notice of

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adverse benefit determination. For the purposes of this Section, a Contractor provider site means any office or facility owned or operated by the Contractor or a provider contracting with the Contractor at which **members** ~~beneficiaries~~ may obtain specialty mental health services. (Cal. Code Regs., tit. 9, §§ 1850.205(c)(1)(B) and 1850.210.)

- c) Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that **members** ~~beneficiaries~~ can access at all Contractor provider sites without having to make a verbal or written request to anyone. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(C).)
 - d) Give beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a).)
- 2) The Contractor shall allow **members** ~~beneficiaries~~ to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1).) The Contractor shall have only one level of appeal for **members** ~~beneficiaries~~. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a).)
 - 3) A **member** ~~beneficiary~~ may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)
 - 4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the **member** ~~beneficiary~~ is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3).)

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- 5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the member-beneficiary in writing. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); Cal. Code Regs., tit. 9, § 1850.205(d)(4).) Grievances received over the telephone or in-person by the Contractor, or a network provider of the Contractor, that are resolved to the member's-beneficiary's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.
- 6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the member-beneficiary and with the member's-beneficiary's written consent to request an appeal, file a grievance, or request a State Hearing. (42 C.F.R. § 438.402(c)(1)(i)-(ii); Cal. Code Regs., tit. 9, § 1850.205(c)(2).)
- 7) The Contractor shall allow a member's-beneficiary's authorized representative to use the grievance, appeal, or expedited appeal processes on the member's-beneficiary's behalf. (Cal. Code Regs., tit. 9, § 1850.205(c)(2).)
- 8) At the member's-beneficiary's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a member-beneficiary with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing specialty mental health services to the member-beneficiary requesting assistance, the Contractor shall identify another individual to assist that member-beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a).)
- 9) The Contractor shall not subject a member-beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(c)(5).)
- 10) The Contractor's procedures for the member-beneficiary problem resolution processes shall maintain the confidentiality of each

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~~member's beneficiary's~~ information. (Cal. Code Regs., tit. 9, § 1850.205(c)(6).)

- 11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by Cal. Code Regs., tit. 9, §1810.440(a)(5). (Cal. Code Regs., tit. 9, § 1850.205(c)(7).)
- 12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making, and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a).)
- 13) The Contractor shall ensure that individuals making decisions on the grievances and appeals of adverse benefit determinations, have the appropriate clinical expertise, as determined by the Department , in treating the ~~member's beneficiary's~~ condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a).)
- 14) The Contractor shall provide the ~~member beneficiary~~ a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the ~~member beneficiary~~ of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in section 438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4).)

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- 15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the member-beneficiary or member's-beneficiary's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a).)
- 16) The Contractor shall provide the member-beneficiary and their representative the member's-beneficiary's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5).)
- 17) The Contractor shall provide the member-beneficiary and their representative the member's-beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions, (42 C.F.R. § 438.408(b)-(c).) For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)
- 18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the member-beneficiary or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3).)
- 19) The Contractor's member-beneficiary problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (W&I Code § 5520.)

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2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

- A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); Cal. Code Regs., tit. 9, § 1850.205(d)(1).) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6).)
- B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the member-beneficiary. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (Cal. Code Regs., tit. 9, § 1850.205(d)(2).)
- C. Provide a staff person or other individual with responsibility to provide information requested by the member-beneficiary or the member's beneficiary's representative regarding the status of the member's beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(3).)
- D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the member beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(d)(5).)
- E. Provide notice, in writing, to any provider identified by the member beneficiary or involved in the grievance, appeal, or expedited appeal of the final disposition of the member's-beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(6).)

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- F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

- A. Allow members~~beneficiaries~~ to file a grievance either orally, or in writing at any time with the Contractor; (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i).)
- B. The Contractor shall provide to the member~~beneficiary~~ written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the Plan representative who the member~~beneficiary~~ may contact about the grievance. The written acknowledgement to the member~~beneficiary~~ must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor, or a network provider of the Contractor, that are resolved to the member's~~beneficiary's~~ satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.
- C. Resolve each grievance as expeditiously as the member's~~beneficiary's~~ health condition requires not to exceed 90 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).) The Contractor may extend the timeframe for processing a grievance by up to 14 calendar days if the member~~beneficiary~~ requests an extension, or if the Contractor determines, to the satisfaction of DHCS upon request, that there is a need for additional information and that the delay is in the member's~~beneficiary's~~ interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeframe, the Contractor shall, for any extension not requested by the member~~beneficiary~~, make reasonable efforts to give the member~~beneficiary~~ prompt oral notice of the delay and give the member~~beneficiary~~ written notice of the extension and the reasons for the extension within 2 calendar days of the decision to extend the timeframe. The Contractor's written notice of extension shall inform the member~~beneficiary~~ of the right to file a grievance if they disagree with the Contractor's decision (42 C.F.R. § 438.408(c)(2)(i)-(ii).) The written notice

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of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

- D. The timeframe for resolving grievances related to disputes of a Contractor's decision to extend the timeframe for making an authorization decision shall not exceed 30 calendar days.
- E. Provide written notification to the member-beneficiary or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the member-beneficiary, if they could not be contacted. (Cal. Code Regs., tit. 9, § 1850.206(c).)
- F. Notify the member-beneficiary of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10.)

4. Discrimination Grievances

A. For Discrimination Grievances:

- 1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.)
- 2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.) The Contractor shall not require a member-beneficiary to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

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- 3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a member-beneficiary, the Contractor must submit the following information regarding the complaint to the DHCS Office of Civil Rights (see California Medicaid State Plan, § 7, Attachments 7.2-A and 7.2-B):
- a) The original complaint.
 - b) The provider's or other accused party's response to the complaint.
 - c) Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.
 - d) Contact information for the member-beneficiary filing the complaint, and for the provider or other accused party that is the subject of the complaint.
 - e) All correspondence with the member-beneficiary regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter sent to the member-beneficiary.
 - f) The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

5. Appeals Process

- A. The Contractor's appeal process shall, at a minimum:
- 1) Allow a member-beneficiary, or a provider or authorized representative acting on the member's-beneficiary's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii).) The member-beneficiary may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii).);

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- 2) Require a **member**-beneficiary who makes an oral appeal that is not an expedited appeal, to subsequently submit a written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals, and confirmed in writing unless the **member**-beneficiary or the provider requests expedited resolution. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

- 3) Resolve each appeal and provide notice, as expeditiously as the **member's**-beneficiary's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a); 42 C.F.R. § 438.408(b)(2).) The Contractor may extend the timeframe for processing an appeal by up to 14 calendar days, if the **member**-beneficiary requests an extension or the Contractor demonstrates, to the satisfaction of DHCS upon request, that there is a need for additional information and that the delay is in the **member's**-beneficiary's interest. (42 C.F.R. 438.408(c)(1); 42 C.F.R. 438.408(b)(2).) If the Contractor extends the timeframes, the Contractor shall, for any extension not requested by the **member**-beneficiary, make reasonable efforts to give the **member**-beneficiary prompt oral notice of the delay and notify the **member**-beneficiary of the extension and the reasons for the extension in writing within 2 calendar days of the decision to extend the timeframe. The Contractor's written notice of extension shall inform the **member**-beneficiary of the right to file a grievance if they disagree with the Contractor's decision. The Contractor shall resolve the appeal as expeditiously as the **member's**-beneficiary's health condition requires and no later than the date the extension expires (42 C.F.R. § 438.408(c)(2)(i)-(iii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, §1810.230.5.);

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- 4) Allow the member-beneficiary to have a reasonable opportunity to present evidence and testimony and make arguments of fact or law, in person and in writing (42 C.F.R. § 438.406(b)(4).);
 - 5) Provide the member-beneficiary and their representative the member's-beneficiary's case file, including medical records, and any other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination , provided that there is no disclosure of the protected health information of any individual other than the member-beneficiary (42 C.F.R. § 438.406(b)(5).); and
 - 6) Provide the member-beneficiary and their representative the member's-beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard appeal resolutions. For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)
 - 7) Allow the member-beneficiary, their representative, or the legal representative of a deceased member's-beneficiary's estate, to be included as parties to the appeal. (42 C.F.R. 438.406(b)(6).)
- B. The Contractor shall notify the member-beneficiary, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. § 438.408(d)(2)(i); 42 C.F.R. § 438.408(e); 42 C.F.R. § 438.10.) The notice shall contain the following:
- 1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);
 - 2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);

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- 3) If the appeal is not resolved wholly in favor of the **member beneficiary**, the notice shall also contain:
 - a) Information regarding the **member's beneficiary's** right to a State Hearing and the procedure for requesting a State Hearing, if the **member beneficiary** has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and
 - b) Information on the **member's beneficiary's** right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)
 - c) Inform the **member beneficiary** that they may be liable for the cost of any continued benefits if the Contractor's adverse benefit determination is upheld in the hearing. (42 C.F.R. § 438.408(e)(2)(iii).)

6. Expedited Appeal Process

- A. "Expedited Appeal" is an appeal used when the mental health plan determines (for a request from the **member beneficiary**) or the provider indicates (in making the request on the **member's beneficiary's** behalf or supporting the **member's beneficiary's** request) that taking the time for a standard resolution could seriously jeopardize the **member's beneficiary's** life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410.)
- B. The Contractor's expedited appeal process shall, at a minimum:
 - 1) Be used when the Contractor determines or the **member beneficiary** and/or the **member's beneficiary's** provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the **member's beneficiary's** life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410(a).)

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- 2) Allow the member-beneficiary to file the request for an expedited appeal orally without requiring the member-beneficiary to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)
- 3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a member's beneficiary's expedited appeal. (42 C.F.R. § 438.410(b).)
- 4) Inform members-beneficiaries of the limited time available to present evidence and testimony, in person and in writing, and make legal and factual arguments for an expedited appeal. The Contractor must inform members-beneficiaries of this sufficiently in advance of the resolution timeframe for the expedited appeal. (42 C.F.R. § 438.406(b)(4); 42 C.F.R. § 438.408(b)-(c).)
- 5) Resolve an expedited appeal and notify the affected parties in writing, as expeditiously as the member's-beneficiary's health condition requires and no later than 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3).) The Contractor may extend this timeframe by up to 14 calendar days if the member-beneficiary requests an extension, or the Contractor demonstrates, to the satisfaction of DHCS upon request, that there is need for additional information and that the delay is in the member's-beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeline for processing an expedited appeal not at the request of the member-beneficiary, the Contractor shall make reasonable efforts to give the member beneficiary prompt oral notice of the delay, and notify the member beneficiary of the extension and the reasons for the extension, in writing, within 2 calendar days of the determination to extend the timeline. The Contractor shall resolve the appeal as expeditiously as the member's-beneficiary's health condition requires and no later than the date the extension expires. (42 C.F.R. § 438.408(c)(2)(i) - (iii); 42 C.F.R. § 438.408(b)(3).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

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- 6) Provide a member-beneficiary with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the member-beneficiary and/or their representative. The written notice shall meet the requirements of Section 1850.207(h) of Title 9 of the California Code of Regulations. (42 C.F.R. § 438.408(d)(2); Cal. Code Regs., tit. 9, § 1850.207(h).)
- 7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:
 - a) Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.410(c)(1).)
 - b) Make reasonable efforts to give the member-beneficiary and their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the member-beneficiary of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

7. Contractor obligations related to State Hearing

“State Hearing” means the hearing provided by the State to members-beneficiaries pursuant to sections 50951 and 50953 of Title 22 of the California Code of Regulations and section 1810.216.6 of Title 9 of the California Code of Regulations 1810.216.6:

- A. If a member-beneficiary requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the member-beneficiary and provider by the Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).)

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Members ~~Beneficiaries~~ and providers shall also be informed of the following:

- 1) A **member** ~~beneficiary~~ may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)
- 2) If the Contractor fails to adhere to notice and timing requirements under section 438.408, the **member** ~~beneficiary~~ is deemed to have exhausted the Contractor's appeals process, and the **member** ~~beneficiary~~ may initiate a State Hearing. (42 C.F.R. § 438.408(f)(1)(i); 42 C.F.R. § 438.402(c)(1)(i)(A).)
- 3) The provider may request a State Hearing only if the Department permits the provider to act as the **member's** ~~beneficiary's~~ authorized representative. (42 C.F.R. § 438.402(c)(1)(ii).)

8. Expedited Hearing

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the **member** ~~beneficiary~~ or the **member's** ~~beneficiary's~~ provider certifies that following the 90 day timeframe for a State Hearing as established in 42 C.F.R. section 431.244(f)(1) would seriously jeopardize the **member's** ~~beneficiary's~~ life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); Cal. Code Regs., tit. 9, § 1810.216.4.)

9. Continuation of Services

- A. A **member** ~~beneficiary~~ receiving specialty mental health services shall have a right to file for continuation of specialty mental health services pending the outcome of a State Hearing. (Cal. Code Regs., tit. 22., § 51014.2; Cal. Code Regs., tit. 9, § 1850.215.)
- B. The Contractor shall continue the **member's** ~~beneficiary's~~ benefits while an appeal is in process if all of the following occur:
 - 1) The **member** ~~beneficiary~~ files the request for an appeal within 60 calendar days following the date on the adverse benefit determination notice; (42 C.F.R. § 438.420(b)(1).)

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- 2) The appeal involves the termination, suspension, or reduction of a previously authorized service; (42 C.F.R. § 438.420(b)(2).)
 - 3) The ~~member's~~ ~~beneficiary's~~ services were ordered by an authorized provider; (42 C.F.R. § 438.420(b)(3).)
 - 4) The period covered by the original authorization has not expired; and, (42 C.F.R. § 438.420(b)(4).)
 - 5) The request for continuation of benefits is filed on or before the later of the following: (42 C.F.R. § 438.420 (b)(5).)
 - a. Within 10 calendar days of the Contractor sending the notice of adverse benefit determination; (42 C.F.R. § 438.420(a).);
or
 - b. The intended effective date of the adverse benefit determination. (42 C.F.R. § 438.420(a).)
- C. If, at the ~~member's~~ ~~beneficiary's~~ request, the Contractor continues the ~~member's~~ ~~beneficiary's~~ benefits while the appeal or State Hearing is pending, the benefits must be continued until the ~~member~~ ~~beneficiary~~ withdraws the appeal or request for State Hearing, the ~~member~~ ~~beneficiary~~ does not request a State Hearing and continuation of benefits within 10 calendar days from the date the Contractor sends the notice of an adverse appeal resolution, or a State Hearing decision adverse to the ~~member~~ ~~beneficiary~~ is issued. (42 C.F.R. § 438.420(c)(1)-(3); 42 C.F.R. § 438.408(d)(2).)
- D. The Contractor **shall not** ~~may~~ recover the cost of continued services furnished to the ~~member~~ ~~beneficiary~~ while the appeal or State Hearing was pending if the final resolution of the appeal or State Hearing upholds the Contractor's adverse benefit determination. (42 C.F.R. § 438.420(d); 42 C.F.R. § 431.230(b).)
- E. **Contractor must automatically continue providing the disputed services to the member while the appeal and State Hearing are pending if all of the following conditions are met:**

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- 1) **The member filed their appeal within the required timeframes set forth in 42 CFR section 438.420;**
 - 2) **The appeal involves the termination, suspension, or reduction of previously authorized Covered Services;**
 - 3) **The disputed services were ordered by the member's provider; and**
 - 4) **The period covered by the original authorization has not expired.**
- F. **If Contractor, at the member's request, continues or reinstates the provision of disputed services while an appeal or State Hearing is pending, those services must continue until:**
- 1) **The member withdraws their request for an appeal or a State Hearing;**
 - 2) **The member fails to request a State Hearing and continuation of disputed services within ten calendar days of when the NOA was sent; or**
 - 3) **The final State Hearing decision is adverse to the member.**
- G. **Contractor must pay for disputed services if the member received the disputed services while the appeal or State Hearing was pending. Contractor must ensure the member is not billed for the continued services even if the State Hearing finds the disputed services were not medically necessary.**
- H. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the ~~member's~~ beneficiary's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)
- I. If the decision of an appeal reverses a decision to deny the authorization of services, and the ~~member~~ beneficiary received the disputed services while the appeal was pending, the Contractor shall cover the cost of such services. (42 C.F.R. § 438.424(b).)

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- J. The Contractor shall notify the requesting provider and give the **member** ~~beneficiary~~ written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404.)

10. Provision of Notice of Adverse Benefit Determination

- A. The Contractor shall provide a **member** ~~beneficiary~~ with a Notice of Adverse Benefit Determination (NOABD) under the following circumstances:
- 1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit. (42 C.F.R. § 438.400(b)(1).)
 - 2) The reduction, suspension, or termination of a previously authorized service. (42 C.F.R. § 438.400(b)(2).)
 - 3) The denial, in whole or in part, of payment for a service. (42 C.F.R. § 438.400(b)(3).)
 - 4) The failure to provide services in a timely manner, as defined by the Department. (42 C.F.R. § 438.400(b)(4).)
 - 5) The failure of the Contractor to act within the timeframes provided in §438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals. (42 C.F.R. § 438.400(b)(5).)
 - 6) The denial of a **member's** ~~beneficiary's~~ request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other **member** ~~beneficiary~~ financial liabilities. (42 C.F.R. § 438.400(b)(7).)

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- B. The Contractor shall give ~~members~~ beneficiaries timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations section 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, section 1850.212.
- C. When the denial or modification involves a request from a provider for continued Contractor payment authorization of a specialty mental health service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with Cal. Code Regs., tit. 22, section 51014.1. (Cal. Code Regs., tit. 9, § 1850.210(a)(1).)
- D. A NOABD is not required when a denial is a non-binding verbal description to a provider of the specialty mental health services that may be approved by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(a)(2).)
- E. Except as provided in subsection F below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a specialty mental health service that has already been provided to the member ~~beneficiary~~. (Cal. Code Regs., tit. 9, § 1850.210(a)(4).)
- F. A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a specialty mental health service that has already been provided to the member ~~beneficiary~~ when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(b).)
- G. The Contractor shall deny the Contractor payment authorization request and provide the member ~~beneficiary~~ with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by Cal. Code Regs., tit. 9, sections 1820.220 or 1830.215. (Cal. Code Regs., tit. 9, § 1850.210(c).)

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- H. The Contractor shall provide the member-beneficiary with a NOABD if the Contractor fails to notify the affected parties of a resolution of a grievance within 90 calendar days, of an appeal decision within 30 days, or of an expedited appeal decision within 72 hours. If the timeframe for a grievance, appeal or expedited appeal decision is extended pursuant to sections 1850.206, 1850.207 or 1850.208 of Title 9 of the California Code of Regulations and the Contractor failed to notify the affected parties of its decision within the extension period, the Contractor shall provide the member-beneficiary with a NOABD. (42 C.F.R. § 438.408.)
- I. The Contractor shall provide a member-beneficiary with a NOABD when the Contractor or its providers determine that the criteria for access to SMHS in Attachment 2, section 1 have not been met and that the member-beneficiary is not entitled to any specialty mental health services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the member-beneficiary on the date of the Adverse Benefit Determination or mailed to the member-beneficiary in accordance with Cal. Code Regs., tit. 9, § section 1850.210(f)(1), and shall specify the information contained in Cal. Code Regs., tit. 9, § section 1850.212(b). (Cal. Code Regs., tit. 9, § 1850.210(g).)
- J. For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in Cal. Code Regs., tit. 22, section 51014.1, shall mean the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(h).)
- K. For the purposes of this Attachment, “medical service”, as used in Cal. Code Regs., tit. 22, section 51014.1, shall mean specialty mental health services that are subject to prior authorization by a Contractor pursuant to Cal. Code Regs., tit. 9, sections 1820.100 and 1830.100. (Cal. Code Regs., tit. 9, § 1850.210(i).)
- L. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to beneficiaries under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews (Cal. Code Regs., tit. 9, § 1850.210(j).)
- M. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit Determination so the Department may ensure that the Contractor is notifying members-beneficiaries in a timely manner.

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11. Contents and Timing of NOABD

- A. The Contractor shall include the following information in the NOABD:
- 1) The adverse benefit determination the Contractor has made or intends to make. (42 C.F.R. § 438.404(b)(1).)
 - 2) The reason for the adverse benefit determination, including the right of the ~~member beneficiary~~ to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the ~~beneficiary's~~ **member's** adverse benefit determination. Such information includes criteria to access SMHS, and any processes, strategies, or evidentiary standards used in setting coverage limits. (42 C.F.R. § 438.404(b)(2).)
 - 3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination. (Cal. Code Regs., tit. 9, § 1850.212(a)(3).)
 - 4) The ~~member's beneficiary's~~ **member's** right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a State Hearing after receiving notice that the adverse benefit determination is upheld. (42 C.F.R. § 438.404(b)(3)-(b)(4).)
 - 5) The circumstances under which an appeal process can be expedited and how to request it. (42 C.F.R. § 438.404(b)(5).)
 - 6) The ~~member's beneficiary's~~ **member's** right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and ~~the circumstances under which the beneficiary may be required to pay the costs of those services.~~ (42 C.F.R. § 438.404(b)(6).) **that the member shall not be held liable for the cost of the benefits if the hearing decision upholds the Contractor's adverse benefit determination.**

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- 7) Information about the ~~member's~~ **beneficiary's** right to request a State Hearing or an expedited State Hearing, including:
- a) The method by which a hearing may be obtained; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(A).)
 - b) A statement that the ~~member~~ **beneficiary** may be either self-represented, or represented by an authorized third party such as legal counsel, a relative, friend, or any other person; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(B).)
 - c) An explanation of the circumstances under which a specialty mental health service will be continued if a State Hearing is requested; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(C).) and
 - d) The time limits for requesting a State Hearing or an expedited State Hearing. (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(D).)
- B. The Contractor shall mail the NOABD within the following timeframes:
- 1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the ~~member~~ **beneficiary**, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)
 - 2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)
 - 3) For standard service authorizations that deny or limit services, as expeditiously as the ~~member's~~ **beneficiary's** condition requires not to exceed 14 calendar days following the receipt for request for services. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. 438.210(d)(1).)

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- 4) The Contractor may extend the 14 calendar day NOABD determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the member-beneficiary or the provider requests the extension. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. § 438.210(d)(1)(i).)
- 5) The Contractor may extend the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the Contractor justifies a need to the Department, upon request, for additional information and shows how the extension is in the member's-beneficiary's best interest. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. § 438.210(d)(1)(ii).)
- 6) If the Contractor extends the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services, the Contractor shall do the following:
 - a) Give the member-beneficiary written notice of the reason for the extension and inform the member-beneficiary of the right to file a grievance if he/she disagrees with the decision; (42 C.F.R. § 438.404(c)(4)(i); 42 C.F.R. § 438.210(d)(1)(ii).) and,
 - b) Issue and carry out its determination as expeditiously as the member's-beneficiary's health condition requires and no later than the date of the extension. (42 C.F.R. § 438.404(c)(4)(ii); 42 C.F.R. § 438.210(d)(1)(ii).)
- 7) The Contractor shall give notice on the date that the timeframes expire when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)

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- 8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the ~~member's~~ beneficiary's life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the ~~member's~~ beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. § 438.210(d)(2)(i).)
 - 9) The Contractor may extend the 72-hour expedited service authorization decision time period by up to 14 calendar days if the ~~member~~ beneficiary requests an extension, or if the Contractor justifies to the Department, upon request, a need for additional information and how the extension is in the ~~member's~~ beneficiary's interest. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. § 210(d)(2)(ii).)
 - 10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (Cal. Code Regs., tit. 9, § 1850.210(f).)
- C. The Adverse Benefit Determination shall be effective on the date of the NOABD, and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:
- 1) The death of a ~~member~~ beneficiary; (42 C.F.R. § 431.213(a).)
 - 2) Receipt of a signed written ~~member~~ beneficiary statement requesting service termination or giving information requiring termination or reduction of services, provided the ~~member~~ beneficiary understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)
 - 3) The ~~member's~~ beneficiary's admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)
 - 4) The ~~member's~~ beneficiary's whereabouts are unknown and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)

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- 5) Notice that the member-beneficiary has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)
- 6) A change in the member's-beneficiary's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or
- 7) The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)
- 8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)
- 9) Endangerment of the safety or health of individuals in the facility; improvement in the resident's health sufficient to allow a more immediate transfer or discharge; urgent medical needs that require a resident's immediate transfer or discharge; or notice that a resident has not resided in the nursing facility for 30 days (but only in Adverse Benefit Determinations based on nursing facility transfers).

12. Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes member-beneficiary grievances, appeals and expedited appeals, **in accordance with BHIN 22-036**, filed from July 1 of the previous year through June 30 of that year by **September** ~~October~~ 1 of each year. The report shall include the total number of grievances, appeals, and expedited appeals by type, by subject areas established by the Department, and by disposition. (**42 C.F.R. § 438.66(e)**). ~~Cal. Code Regs., tit. 9, § 1810.375(a).~~

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1. General Requirements

As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. sections 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).)

2. Periodic Audits

Contractor shall be subject to an independent audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted by, or on behalf of, the Contractor. The audit shall occur no less frequently than once every three year. Commencing Fiscal Year 2023/2024, Contractor shall comply with BHIN 23-044 and any superseding departmental guidance. The Department or its contractor shall conduct the audit. (42 C.F.R. § 438.602, subd. (e).)

3. Excluded Providers

- A. The Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 Code of Federal Regulations, section 455, subparts B and E. (42 C.F.R. §438.602(b).)
- B. Consistent with the requirements of 42 Code of Federal Regulations, section 455.436, the Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. §438.602(d).)

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- C. If the Contractor finds a party that is excluded, it must promptly notify the Department (42 C.F.R. §438.608(a)(2),(4)) and the Department will take action consistent with 42 C.F.R. section 438.610(d). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

4. Compliance Program

- A. Pursuant to 42 C.F.R. section 455.1(a)(1), the Contractor must report fraud and abuse information to the Department.
- B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:
- 1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.
 - 2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the CEO and the Board of Directors (BoD).
 - 3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the contract.
 - 4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the contract.
 - 5) Effective lines of communication between the CO and the organization's employees.

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- 6) Enforcement of standards through well-publicized disciplinary guidelines.
- 7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the contract. (42 C.F.R. § 438.608(a), (a)(1).)

5. Fraud Reporting Requirements

- A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department about the following:
 - 1) Any potential fraud, waste, or abuse. (42 C.F.R. § 438.608(a), (a)(7).)
 - 2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. § 438.608(a), (a)(2).)
 - 3) Information about changes in a member's ~~beneficiary's~~ circumstances that may affect the member's ~~beneficiary's~~ eligibility including changes in the member's ~~beneficiary's~~ residence or the death of the member ~~beneficiary~~. (42 C.F.R. § 438.608(a), (a)(3).)
 - 4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. § 438.608(a), (a)(4).)

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- B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- C. The Contractor shall implement and maintain written policies for all employees of the Mental Health Plan, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. § 438.608(a), (a)(6).)
- D. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. § 438.608(a), (a)(8).)

6. Service Verification

Pursuant to 42 C.F.R. section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by members~~beneficiaries~~ and the application of such verification processes on a regular basis. (42 C.F.R. § 438.608(a), (a)(5).)

7. Disclosures

- A. Disclosure of 5% or More Ownership Interest:
 - 1) Pursuant to 42 C.F.R. section 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. section 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.

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- a) In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in i and subsection 2(a).
 - i. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. section 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.
 - ii. The Contractor shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.
- 2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations section 455.104.
 - a) Disclosures to be Provided:
 - i. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 - ii. Date of birth and Social Security Number (in the case of an individual);

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- iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
 - iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
 - v. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
 - vi. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
- 3) For each provider in Contractor's provider network, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 Code of Federal Regulations section 455.104.
- B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.
- 1) The following information must be disclosed:
 - a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and

**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

- b) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.
- c) The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

C. Disclosures Related to Persons Convicted of Crimes

- 1) The Contractor shall submit the following disclosures to the Department regarding the Contractor's management:
 - a) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
 - b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations section 455.101.
- 2) The Contractor shall supply the disclosures before entering into the contract and at any time upon the Department's request.
- 3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

1. Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

- 1) The Contractor's Chief Executive Officer (CEO).
- 2) The Contractor's Chief Financial Officer (CFO).
- 3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F. R. § 438.606(a).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient **member beneficiary** encounter data to identify the provider who delivers service(s) to the **member beneficiary**. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all **member beneficiary** encounter data that the Department is required to report to CMS under section 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

**Exhibit A – Attachment 14
REPORTING REQUIREMENTS**

3. Insolvency

- A. The Contractor shall submit data to demonstrate it has made adequate provision against the risk of insolvency to ensure that **members** beneficiaries will not be liable for the Contractor's debt if the Contractor becomes insolvent. (42 C.F.R. § 438.604(a)(4); 42 C.F.R. § 438.116.)
- B. The Contractor shall meet the State's solvency standards for private health maintenance organizations or be licensed by the State as a risk-bearing entity, unless one of the following exceptions apply (42 C.F.R. § 438.116 (b).):
- 1) The Contractor does not provide both inpatient hospital services and physician services.
 - 2) The Contractor is a public entity.
 - 3) The Contractor is (or is controlled by) one of more federally qualified health centers and meets the solvency standards established by the State for those centers.
 - 4) The Contractor has its solvency guaranteed by the State.

4. Network Adequacy

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network. (42 C.F.R. § 438.604(a)(5).)

5. Information on Ownership and Control

The Contractor shall submit for state review information on its and its subcontractors' ownership and control described in 42 C.F.R. section 455.104 and Attachment 13 of this Contract. (42 C.F.R § 438.604(a)(6).)

6. Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (42 C.F.R § 438.604(a)(7).)

**Exhibit A – Attachment 14
REPORTING REQUIREMENTS**

7. Performance Data

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 Code of Federal Regulations section 438.66(c), the Contractor will submit the following to the Department (42 C.F.R. § 438.604(b).):

- 1) Enrollment and disenrollment data;
- 2) Member grievance and appeal logs;
- 3) Provider complaint and appeal logs;
- 4) The results of any member-beneficiary satisfaction survey;
- 5) The results of any provider satisfaction survey;
- 6) Performance on required quality measures;
- 7) Medical management committee reports and minutes;
- 8) The Contractor's annual quality improvement plan;
- 9) Audited financial and encounter data; and
- 10) Customer service performance data.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

8. Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

**Exhibit A – Attachment 15
PEER SUPPORT SERVICES**

MEDI-CAL PEER SUPPORT SERVICES

1. The Contractor has taken the option to implement Medi-Cal Peer Support Services.
2. The Contractor shall provide, or arrange, and pay for Peer Support Services to Medi-Cal members ~~beneficiaries~~. Contractor's provision of Peer Support Services shall conform to the requirements of Supplement 3 to Attachment 3.1-A and Supplement 3 to Attachment 3.1-B of the California State Plan. Contractor's provision of Peer Support Services and implementation of a Medi-Cal Peer Support Specialist Certification Program shall further conform to the applicable requirements of Behavioral Health Information Notice (BHIN) 21-041 and to the requirements in any subsequent BHINs issued by the Department pursuant to W&I Code section 14045.21.
3. Voluntary Participation and Funding

The Contractor shall fund the nonfederal share of any applicable expenditures, since the Contractor has opted to implement Peer Support Services and participate in the Peer Support Specialist Certification Program set forth in Article 1.4 of Chapter 7, Part 3, of Division 9 of the Welfare and Institutions Code. The Contractor's local share utilized to fund Peer Support Services and the Contractor's participation in the Peer Support Specialist Certification Program shall not be considered an increase in costs mandated by the 2011 realignment legislation.
4. Provision of Peer Support Services

Peer Support Services may be provided face-to-face, by telephone or by telehealth with the member ~~beneficiary~~ or significant support person(s) and may be provided anywhere in the community.
5. Peer Support Specialists

Contractor shall ensure that Peer Support Services are provided by certified Peer Support Specialists as established in BHIN 21-041.
6. Behavioral Health Professional and Peer Support Specialist Supervisors

The Contractor shall ensure that Peer Support Specialists provide services under the direction of a Behavioral Health Professional.

**Exhibit A – Attachment 15
PEER SUPPORT SERVICES**

A Behavioral Health Professional must be licensed, waived, or registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified provider of SMHS, DMC-ODS, or DMC.

Peer Support Specialists may also be supervised by Peer Support Specialist Supervisors, as established in BHIN 21-041.

7. Practice Guidelines

Counties shall require Peer Support Specialists to adhere to the practice guidelines developed by the Substance Abuse and Mental Health Services Administration, *What are Peer Recovery Support Services* (Center for Substance Abuse Treatment, *What are Peer Recovery Support Services?* HHS Publication No.(SMA) 09-4454. Rockville, MD: Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services), which may be accessed electronically through the following Internet World Wide Web connection: www.samhsa.gov/resource/ebp/what-are-peer-recovery-support-services.

8. Contractor shall oversee and enforce the certification standards and requirements set forth in Article 1.4 of Chapter 7, Part 3, of Division 9 of the Welfare and Institutions Code and departmental guidance, including BHIN 21-041. Contractor shall ensure that the Medi-Cal Peer Support Specialist Certification Program:

- a. Submits to the department a peer support specialist program plan in accordance with Enclosure 2 of BHIN 21-041 describing how the peer support specialist program will meet all of the federal and state requirements for the certification and oversight of peer support specialists.
- b. Participates in periodic reviews conducted by the department to ensure adherence to all federal and state requirements.
- c. Submits annual peer support specialist program reports to the department in accordance with Enclosure 5 of BHIN 21-041. Reports shall cover the fiscal year and shall be submitted by the following December 31st.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Medical Assistance Payment Provisions

The Department will reimburse the Contractor for Specialty Mental Health Services provided pursuant to the requirements in Exhibit A to this contract, based upon a fee schedule developed by the Department and specified in the approved Medicaid State plan and waivers. ~~This program may be funded using one or more of the following funding sources: funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, funds from the Mental Health Services Fund, and any other funds from which the Controller makes distributions to the counties in compliance with applicable statute and regulations including Welf. & Inst. Code §§ 5891, 5892 and 14705(a)(2). These funding sources may be used by the Contractor to pay for services and then certify as public expenditures in order to be reimbursed federal funds.~~

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D(F) which is attached hereto as part of this Contract.

A. Federal Budget

If federal funding for FFP reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to **members** beneficiaries in the event that there is likely to be a delay in the availability of federal funding.

3. Federal Financial Participation

Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement ~~based on actual, total fund expenditures~~ for any

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

covered services, or quality assurance **and**, utilization review, Medi-Cal Administrative Activities and/or administrative costs. In accordance **with** the ~~Welf. & Inst. Code section 14705(c)~~, the Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities, **including the requirements in Welfare & Institutions (W&I) Code, section 14184.403.** Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year. ~~Pursuant to the Welf. & Inst. Code § 14705(d), the Contractor shall certify to the state that it has incurred public expenditures prior to requesting the reimbursement of federal funds.~~

4. Audits and Recovery of Overpayments

- A. Pursuant to Welf. & Inst. Code section 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial.
- 1) Whenever there is a final federal audit exception against the State resulting from a claim for expenditure of federal funds ~~for an expenditure~~ by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.
 - 2) The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.
- B. Pursuant to W&I Code section 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

- ~~1) The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.~~
- 1) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.
 - 2) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant to 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.
- C. Pursuant to the W&I Code section 14170 and 42 C.F.R. section 438.602, ~~cost reports~~ **data** submitted to the Department are subject to audit in the manner and form prescribed by the Department. ~~The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any.~~ Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. In accordance with the W&I Code § 14170, any audit of Contractor's ~~cost report~~ **data** shall occur within three years of the date of receipt by the Department of the final cost report with signed certification by the Contractor's Mental Health Director or an individual who has delegated authority to sign for, and reports directly to the Contractor's Mental Health Director. and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county auditor controller, or equivalent. ~~A~~ **signatures is** are required before the data ~~it~~ the cost report shall be considered final. For purposes of this section, the ~~cost report~~ **data** shall be considered audited once the Department has informed the Contractor of its intent to make adjustments ~~disallow costs on the cost report~~, or once the Department has informed the Contractor of its intent to close the audit ~~without disallowances.~~

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

- D. If the adjustments result in the Department owing FFP **payments** to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

- A. ~~In accordance with the Welf. & Inst. Code section 14705(c), claims~~ **Pursuant to W&I Code section 14184.403, claims for Medicaid** reimbursement ~~federal funds in reimbursement for services~~ shall comply with eligibility and service requirements under applicable federal and state law.
- B. The Contractor shall certify each claim submitted to the Department in accordance with Cal. Code Regs., tit. 9, section 1840.112 and 42 C.F.R. section 433.51, at the time the claims are submitted to the Department. ~~The Contractor's Chief Financial Officer or their equivalent, or an individual with authority delegated by the county auditor-controller, shall sign the certification, declaring, under penalty of perjury, that the Contractor has incurred an expenditure to cover the services included in the claims to satisfy the requirements for FFP. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director shall sign the certification, declaring, under penalty of perjury that, to the best of their knowledge and belief, the claim is in all respects true, correct, and in accordance with the law and meets the requirements of Cal. Code Regs., tit. 9, section 1840.112(b) and 42 C.F.R. sections 438.604 and 438.606.~~ The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the **member** beneficiary. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R. section 438.604.
- C. **The Contractor shall certify that any funds transferred to the Department by the Contractor qualify for federal financial participation pursuant to 42 CFR section 433.51, any other applicable federal Medicaid laws, and the CalAIM Special Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State**

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue relating to patient care or other revenue received from federal health care programs to the extent that the program revenue is not obligated to the State as the source of funding.

The Contractor shall certify each claim submitted to the Department in accordance with 9 California Code of Regulations (CCR), section 1840.112 and 42 CFR sections 438.604, 438.606 and 438.608. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director shall sign the certification, declaring under penalty of perjury that, to the best of their knowledge and belief, the claim in all respects is true, correct, and in accordance with the law and meets the requirements of 9 CCR section 1840.112 and 42 CFR sections 438.604 and 438.606. The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the member. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 CFR, section 438.604.

- D. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with Cal. Code Regs., tit. 9, §1840.112 **subsections (a), (b), and (d)**, shall be processed for adjudication.
- E. Good cause justification for late claim submission is governed by applicable federal and state laws and regulations and is subject to approval by the Department.
- F. In the event that the Department or the Contractor determines that changes requiring a change in the Contractor's or Department's obligation must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

~~G. The Contractor shall comply with Cal. Code Regs., tit. 9, § 1840.304, when submitting claims for FFP for services billed by individual or group providers. The Contractor shall submit service codes from the Health Care Procedure Coding System (HCPCS) published in the most current Mental Health Medi-Cal billing manual.~~

6. Payment Data Certification

The Contractor shall certify the data it provides to the Department to be used in determining payment of FFP to the Contractor, in accordance with 42 C.F.R. sections 438.604 and 438.606.

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for the cost of providing **payment of** covered services the Department and the Contractor agree to negotiate, pursuant to the W&I Code section 14714(c) regarding (a) changes required to remain in compliance with the new law or changes in existing obligations, (b) projected programmatic and fiscal impacts, (c) necessary contract amendments. To the extent that contract amendments are necessary, the parties agree to act to ensure appropriate amendments are made to accommodate any changes required by law or regulation.

8. Administrative Reimbursement

A. The Contractor may submit claims for reimbursement of Medical Administrative Activities (MAA) pursuant to W&I Code section 14132.47. The Contractor shall not submit claims for MAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were

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BUDGET DETAIL AND PAYMENT PROVISIONS

incurred. In addition, the Contractor shall not submit claims for reimbursements of MAA that are not consistent with the Contractor's approved MAA claiming plan. The Contractor shall not use the relative value methodology to report its MAA costs on the year-end cost report. Rather, the Contractor shall calculate and report MAA units on the cost report by multiplying the amount of time (minutes, hours, etc.) spent on MAA activities by the salary plus benefits of the staff performing the activity and then allocating indirect administrative and other appropriately allocated costs.

- B. Pursuant to the ~~Welf. & Inst. Code § 14711(c)~~, Administrative costs shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved **Medical Assistance Program Cost Allocation** ~~Medicaid state plans and waivers~~ and shall be limited to 15 percent of the total actual **payments for** ~~cost of~~ direct client services. The cost of performing quality assurance and utilization review activities shall be reimbursed separately and shall not be included in administrative costs.

9. Notification of Request for Contract Amendment

In addition to the provisions in Exhibit E, Additional Provisions, both parties agree to notify the other party whenever an amendment to this contract is to be requested so that informal discussion and consultation can occur prior to a formal amendment process.

Exhibit E
ADDITIONAL PROVISIONS

1. Amendment Process

Should either party, during the term of this Contract, desire a change or amendment to the terms of this Contract, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

2. Cancellation/Termination

A. General Provisions

- 1) As required by, if the Contractor decides not to contract with the Department, does not renew its contract, or is unable to meet the standards set by the Department, the Contractor agrees to inform the Department of this decision in writing. (W&I Code § 14712(c)(1).)
- 2) If the Contractor is unwilling to contract for the delivery of specialty mental health services or if the Department or Contractor determines that the Contractor is unable to adequately provide specialty mental health services or that the Contractor does not meet the standards the Department deems necessary for a mental health plan, the Department shall ensure that specialty mental health services are provided to Medi-Cal members ~~beneficiaries~~. (W&I Code § 147122(c)(2), (3).)
- 3) The Department may contract with qualifying individual counties, counties acting jointly, or other qualified entities approved by the Department for the delivery of specialty mental health services in any county that is unable or unwilling to contract with the Department. The Contractor may not subsequently contract to provide specialty mental health services unless the Department elects to contract with the Contractor. (W&I Code § 147122(c)(4).)
- 4) If the Contractor does not contract with the Department to provide specialty mental health services, the Department will work with the Department of Finance and the Controller to obtain funds from the Contractor in accordance with Government (Govt.) Code 30027.10. (W&I Code § 147122(d).)

Exhibit E
ADDITIONAL PROVISIONS

A. Contract Renewal

- 1) This contract may be renewed if the Contractor continues to meet the requirements of Chapter 8.9 of Part 3 of Division 9 of the W&I Code and implementing regulatory requirements, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. (42 C.F.R. § 438.708; W&I Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract. (W&I Code § 14714(b)(1).)
- 2) In the event the contract is not renewed based on the reasons specified in (1), the Department will notify the Department of Finance, the fiscal and policy committees of the Legislature, and the Controller of the amounts to be sequestered from the Mental Health Subaccount, the Mental Health Equity Account, and the Vehicle License Fee Collection Account of the Local Revenue Fund and the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, and the Controller will sequester those funds in the Behavioral Health Subaccount pursuant to Govt. Code § 30027.10. Upon this sequestration, the Department will use the funds in accordance with Govt. Code § 30027.10. (W&I Code § 14714(b)(2).)

B. Contract Amendment Negotiations

Should either party during the life of this contract desire a change in this contract, such change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal in writing within 10 days and shall have 60 days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period and shall be confirmed in writing within five days thereafter. The party proposing any such change shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party. Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed change, a complete statement of costs and benefits of the proposed change and the text of the desired amendment to this contract that would provide for the change. If the proposal is accepted, this contract shall be amended to provide for the

Exhibit E
ADDITIONAL PROVISIONS

change mutually agreed to by the parties on the condition that the amendment is approved by the Department of General Services, if necessary.

C. Contract Termination

The Contractor may terminate this contract in accordance with, Cal. Code Regs., tit. 9, section 1810.323(a). The Department may terminate this contract in accordance with W&I Code, sections 14197.7, 14714 and Cal. Code Regs., tit. 9, section 1810.323.

- 1) DHCS shall terminate this contract if the United States Secretary of Health and Human Services has determined the Contractor does not meet the requirements for participation in the Medicaid program contained in Subchapter XIX (commencing with Section 1396) of Chapter 7 of Title 42 of the United States Code. (W&I Code § 14197.7(i))
- 2) DHCS reserves the right to cancel or terminate this Contract if DHCS finds that Contractor fails to comply with contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (W&I Code § 14197.7(a))
- 3) Good cause includes, but is not limited to, a finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required contractor report to the department. (W&I Code § 14197.7(a))
- 4) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to paragraph 8. The notice shall identify any final performance, invoicing or payment requirements.
- 5) Contractor may appeal contract termination pursuant to W&I Code sections 14197.7(l)(2) or section 14714(d).

Exhibit E
ADDITIONAL PROVISIONS

- 6) Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel, or if cancelation is not possible reduce, subsequent contract costs.
- 7) In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.
- 8) The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal ~~members~~ beneficiaries. Termination of the contract for other reasons will be subject to reasonable notice to the Contractor of the Department's intent to terminate, as well as notification to affected ~~members~~ beneficiaries. (W&I Code § 14714(d).)

D. Termination of Obligations

- 1) All obligations to provide covered services under this contract shall automatically terminate on the effective date of any termination of this contract. The Contractor shall be responsible for providing covered services to ~~members~~ beneficiaries until the termination or expiration of the contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to ~~members~~ beneficiaries prior to such expiration or termination.
- 2) When the Contractor terminates a subcontract with a provider, the Contractor shall make a good faith effort to provide notice of this termination, within 15 days, to the persons that the Contractor, based on available information, determines have recently been receiving services from that provider.

E. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this contract, other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, California Code of Regulations, title 9, or the processes governing the audit appeals process in Chapter 9 of Division 1, California Code of Regulations, title 9

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ADDITIONAL PROVISIONS

the Contractor shall follow the Dispute Resolution Process outlined in provision number 15 of Exhibit D(F) which is attached hereto as part of this contract.

3. Fulfillment of Obligation

No covenant, condition, duty, obligation, or undertaking continued or made a part of this contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

4. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

- 1) Provision number seven (Audit and Record Retention) of Exhibit D(F), which is attached hereto as part of this Contract, supplements the following requirements.
- 2) The Contractor, and subcontractors, shall allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. The Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).) Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to

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Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, ~~member~~beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for ~~members~~beneficiaries.

- 3) The Contractor, and subcontractors, shall retain, all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including ~~member~~beneficiary grievance and appeal records identified in Attachment 12, Section 2 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (42 C.F.R. § 438.3(u); See also § 438.3(h).) Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, ~~member~~beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for ~~members~~beneficiaries.

B. Notices

Unless otherwise specified in this contract, all notices to be given under this contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS 2702
Sacramento, CA 95814

Mono County Behavioral Health
PO Box 2619
Mammoth Lakes, CA 93546

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C. Nondiscrimination

- 1) Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of ~~members~~ beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); W&I Code § 14727(a)(3).)
- 2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in Parts 84 and 85 of Title 45 of the C.F.R., as applicable.
- 3) The Contractor shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor

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and its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract 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 contract.

5. Duties of the State

In discharging its obligations under this contract, and in addition to the obligations set forth in other parts of this contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

B. Reviews

The Department shall conduct reviews of access to and quality of care in the Contractor's county at least once every three years and issue reports to the Contractor detailing findings, recommendations, and corrective action, as appropriate, pursuant to Cal. Code Regs., tit. 9, section 1810.380, subdivision (a), and W&I Code § 14197.7. The Department shall also arrange for an annual external quality review of the Contractor as required by 42 Code of Federal Regulations, part 438.350 and Cal. Code Regs., tit. 9, section 1810.380(a)(7).

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C. Monitoring for Compliance

When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to W&I Code § 14197.7.

D. The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. § 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

E. If the Contractor has not previously implemented a Mental Health Plan or Contractor will provide or arrange for the provision of covered benefits to new eligibility groups, then the Contractor shall develop an Implementation Plan (as defined in Cal. Code Regs., tit. 9, § 1810.221) that is consistent with the readiness review requirements set forth in 42 Code of Federal Regulations, part 438.66(d)(4), and the requirements of Cal. Code Regs., tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1), (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan. Notices of Approval, Notices of Disapproval and requests for additional information shall be forwarded to the Contractor within 60 days of the receipt of the Implementation Plan. (Cal. Code Regs., tit. 9, § 1810.310(b).) A Contractor shall submit proposed changes to its approved Implementation Plan in writing to the Department for review. A Contractor shall submit proposed changes in the policies, processes or procedures that would modify the Contractor's current Implementation Plan prior to implementing the proposed changes.(See Cal. Code Regs., tit. 9, § 1810.310 (b)-(c)).

F. The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to Cal. Code Regs., tit. 9, § 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.

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- G. Certification of Organizational Provider Sites Owned or Operated by the Contractor
- 1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with Cal. Code Regs., tit. 9, section 1810.435, and the requirements specified in Exhibit A, Attachment 8, Section 8 of this contract. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by Cal. Code Regs., tit. 9, § 1810.435(e), shall be conducted of any site owned, leased, or operated by the Contractor and used for to deliver covered services to **members** ~~beneficiaries~~, except that on-site review is not required for public school or satellite sites.
 - 2) The Department may allow the Contractor to begin delivering covered services to **members** ~~beneficiaries~~ at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.
 - 3) The Department may allow the Contractor to continue delivering covered services to **members** ~~beneficiaries~~ at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.
 - 4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

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H. Excluded Providers

- 1) If the Department learns that the Contractor has a prohibited affiliation, as described in Attachment 1, Section 2, the Department:
 - a) Must notify the Secretary of the noncompliance.
 - b) May continue an existing agreement with the Contractor unless the Secretary directs otherwise.
 - c) May not renew or otherwise extend the duration of an existing agreement with the Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.
 - d) Nothing in this section must be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act. (42 C.F.R. §438.610(d).)

I. Sanctions

The Department shall conduct oversight in accordance with Cal. Code Regs., tit. 9, §§ 1810.380(a) and impose sanctions on the Contractor for violations of the terms of this contract, and applicable federal and state law and regulations, or the state plan or approved waivers, or for other good cause in accordance with W&I Code § 14197.7 and guidance issued by the Department pursuant to subdivision (r) of W&I Code § 14197.7.

J. Notification

The Department shall notify ~~members~~ ~~beneficiaries~~ of their Medi-Cal specialty mental health benefits and options available upon termination or expiration of this contract.

K. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

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ADDITIONAL PROVISIONS

6. State and Federal Law Governing this Contract
- A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R Part 200 (45 C.F.R. Part 75).
- B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below in Sections D, G, and H, and applicable sections of the State Plan, **applicable federal waivers, and applicable Behavioral Health Information Notices (BHINs)** and ~~waiver~~ in its provision of services as the Mental Health Plan. The Contractor agrees to comply with any changes to these statutes, and regulations, **State Plan, federal waivers, and BHINs** that may occur during the contract period. **The Contractor shall also comply** with ~~and~~ any newly applicable statutes, or regulations, **State Plan Amendments, federal waivers, and BHINs that become effective during the contract period**. These obligations shall apply without the need for a Contract amendment(s). To the extent there is a conflict between **the terms of this Contract and any** federal or state law **statute** or regulation **the State Plan, federal waivers, or BHIN** and a provision in this contract, the Contractor shall comply with the federal or state law **statute** or regulation, **the State Plan, federal waiver, or BHIN** and the conflicting Contract provision shall no longer be in effect.
- C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to State or federal statutes or regulations, or pursuant to judicial interpretation.
- D. Federal Laws **Governing this Contract:**
- 1) Title 42 United States Code, to the extent that these requirements are applicable;
 - 2) 42 C.F.R. to the extent that these requirements are applicable;
 - 3) 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions listed in paragraph D and E, below.

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- 4) 42 C.F.R. § 455 to the extent that these requirements are applicable;
- 5) 45 C.F.R. § 92.1 et seq. to the extent these requirements are applicable;
- 6) Title VI of the Civil Rights Act of 1964;
- 7) Title IX of the Education Amendments of 1972;
- 8) Age Discrimination Act of 1975;
- 9) Rehabilitation Act of 1973;
- 10) Americans with Disabilities Act;
- 11) Section 1557 of the Patient Protection and Affordable Care Act;
- 12) Deficit Reduction Act of 2005;
- 13) Balanced Budget Act of 1997;
- 14) The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
- 15) The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
- 16) The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

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ADDITIONAL PROVISIONS

- 17) Any applicable federal and state laws that pertain to member beneficiary rights.

 - 18) Should any part of the scope of work under this contract relate to a State program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS must adjust payments to remove costs that are specific to any State program or activity receiving FFP that is no longer authorized by law. If the Contractor works on a State program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, the Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized State program or activity receiving FFP and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to DHCS. However, if the Contractor worked on a State program or activity receiving FFP prior to the date legal authority ended for that State program or activity, and DHCS included the cost of performing that work in its payments to the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the State program or activity receiving FFP lost legal authority. DHCS will attempt to provide Contractor with timely notice of the loss of program authority.
- E. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:
- 1) §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts
 - 2) §438.3(c) Standard Contract Provisions - Payment
 - 3) §438.3(g) Standard Contract Provisions - Provider preventable conditions
 - 4) §438.3(o) Standard Contract Provisions - LTSS contract requirements

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- 5) §438.3(p) Standard Contract Provisions – Special rules for HIOs
- 6) §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs
- 7) §438.4 Actuarial Soundness
- 8) §438.5 Rate Development Standards
- 9) §438.6 Special Contract Provisions Related to Payment
- 10) §438.7 Rate Certification Submission
- 11) §438.8 Medical Loss Ratio Standards
- 12) §438.9 Provisions that Apply to Non-emergency Medical Transportation
- 13) §438.50 State Plan Requirements
- 14) §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities
- 15) §438.56 Disenrollment: requirements and limitations
- 16) §438.70 Stakeholder engagement when LTSS is delivered through a managed care program
- 17) 438.74 State Oversight of the Minimum MLR Requirements
- 18) §438.104 Marketing
- 19) §438.106 Liability for Payment
- 20) §438.108 Cost Sharing
- 21) §438.110 Member advisory committee
- 22) §438.114 Emergency and Post-Stabilization
- 23) §438.362 Exemption from External Quality Review
- 24) §438.700-730 Basis for Imposition of Sanctions

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- 25) §438.802 Basic Requirements
 - 26) §438.810 Expenditures for Enrollment Broker Services
 - 27) §438.816 Expenditures for the memberbeneficiary support system for enrollees using LTSS
- F. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:
- 1) Long Terms Services and Supports
 - 2) Managed Long Terms Services and Supports
 - 3) Actuarially Sound Capitation Rates
 - 4) Medical Loss Ratio
 - 5) Religious or Moral Objections to Delivering Services
 - 6) Family Planning Services
 - 7) Drug Formularies and Covered Outpatient Drugs
- G. Pursuant to W&I Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.
- H. State Laws **Governing this Contract:**
- ~~The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Agreement and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation or BHIN.~~
- 1) Division 5, W&I Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
 - 2) W&I Code §§ 14059.5 and 14184.402

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ADDITIONAL PROVISIONS

- 3) W&I Code §§ 14680-14685.1
- 4) W&I Code §§ 14700-14727
- 5) Chapter 7, Part 3, Division 9, W&I Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
- 6) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs
- 7) Cal. Code Regs., tit. 22, §§ 50951 and 50953
- 8) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

**Exhibit E – Attachment 1
DEFINITIONS**

1. The following definitions and the definitions contained in Cal. Code Regs., tit. 9, sections 1810.100-1850.535 shall apply in this Contract **unless they are superseded by BHIN. The following definitions shall also apply to this Contract unless they are superseded by BHIN.** If there is a conflict between the following definitions and the definitions in Cal. Code Regs., tit. 9, sections 1810.100-1850.535, the **following** definitions ~~below~~ will apply. If there is a conflict with the following definitions and BHIN, the BHIN shall apply.
 - A. “Advance Directives” means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the healthcare when the individual is incapacitated.
 - B. “Abuse” means, as the term described in, provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes **member**beneficiary practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)
 - C. **“American Indian/Alaska Native (AI/AN)” – Any person defined in 25 United States Code sections 1603(13), 1603(28), or section 1679(a), or who has been determined eligible as an Indian under 42 CFR section 136.12.**
 - D. “Appeal” means a review by the Contractor of an adverse benefit determination.
 - E. **“Assessment” means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable State and Federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)**
 - F. **“MemberBeneficiary”** means a Medi-Cal recipient who is currently receiving services from the Contractor.
 - G. “Contractor” means Mono County Behavioral Health.

Exhibit E – Attachment 1
DEFINITIONS

- H. "Covered Specialty Mental Health Services" are defined in Exhibit E, Attachment 2.
- I. "Department" means the California Department of Health Care Services (DHCS).
- J. "Director" means the Director of DHCS.
- K. "Discrimination Grievance" means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
- L. "Emergency" means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency. (Health & Safety Code § 1797.07)
- M. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)
- N. "Grievance" means an expression of dissatisfaction about any matter other than adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's ~~beneficiary's~~ rights regardless of whether remedial action is requested. Grievance includes a member's ~~beneficiary's~~ right to dispute an extension of time proposed by the Contractor to make an authorization decision. (42 C.F.R. § 438.400)
- O. "Habilitative services and devices" help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))
- P. "HHS" means the United States Department of Health and Human Service
- Q. "Homelessness" means The member ~~beneficiary~~ meets the definition established in section 11434a of the federal McKinney-Vento Homeless

Exhibit E – Attachment 1
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Assistance Act.15 Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

- R. “Indian Health Care Provider (IHCP)” means a health care program operated by the IHS (“IHS facility”), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act (25 U.S.C. § 1603).
- S. **“Indian Health Service (IHS) facilities” – Facilities and/or health care programs administered and staffed by the federal Indian Health Service.**
- T. “Involvement in child welfare” means the **member**beneficiary has an open child welfare services case, or the **member**beneficiary is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the **member**beneficiary is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

Exhibit E – Attachment 1
DEFINITIONS

- U. “Juvenile justice involvement” means the ~~member~~beneficiary (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. ~~Members~~Beneficiaries who have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the “juvenile justice involvement” definition. ~~Members~~Beneficiaries on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the “juvenile justice involvement” criteria.
- V. “Managed Care Organization” (MCO) means an entity that has, or is seeking to qualify for, a comprehensive risk contract under 42 C.F.R. Part 438, and is: 1) a Federally qualified HMO that meets the advance directives requirements of Subpart I of Part 489 of 42 C.F.R.; or, 2) any public or private entity that meets the advance directive requirements and is determined by the Secretary of Health and Human Services to also meet the following conditions: i) makes the services that it provides to its Medicaid ~~members~~beneficiaries as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid ~~members~~beneficiaries within the area served by the entity, ii) meet the solvency standards of 42 C.F.R. 438.116. (42 C.F.R. § 438.2)
- W. “Medically necessary” or “medical necessity” has the same meaning as set forth in Welfare and Institutions Code section 14059.5. For individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.
- X. A “Network Provider” means any provider, group of providers, or entity that has a network provider agreement with a Mental Health Plan, or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the Department’s contract

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with a Mental Health Plan. A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2)

- Y. “Out-of-network provider” means a provider or group of providers that does not have a network provider agreement with a Mental Health Plan, or with a subcontractor. (A provider may be “out of network” for one Mental Health Plan, but in the network of another Mental Health Plan.)
- Z. “Out-of-plan provider” has the same meaning as out-of-network provider.
- AA. “Overpayment” means any payment made to a network provider by a Mental Health Plan to which the network provider is not entitled under Title XIX of the Act or any payment to a Mental Health Plan by a State to which the Mental Health Plan is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)
- BB. “Peer Support Specialist” means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0023].)**
- CC. “Provider” means a person or entity who is licensed, certified, or otherwise recognized or authorized under state law governing the healing arts to provide specialty mental health services and who meets the standards for participation in the Medi-Cal program as described in California Code of Regulations, title 9, Division 1, Chapters 10 or 11 and in Division 3, Subdivision 1 of Title 22, beginning with Section 50000. Provider includes but is not limited to licensed mental health professionals, clinics, hospital outpatient departments, certified day treatment facilities, certified residential treatment facilities, skilled nursing facilities, psychiatric health facilities, general acute care hospitals, and acute psychiatric hospitals. The MHP is a provider when direct services are provided to **members beneficiaries** by employees of the Mental Health Plan.
- DD. “Physician Incentive Plans” mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

**Exhibit E – Attachment 1
DEFINITIONS**

- EE. “PIHP” means Prepaid Inpatient Health Plan. A Prepaid Inpatient Health Plan is an entity that:
- 1) Provides medical services to members ~~beneficiaries~~ under contract with the Department of Health Care Services, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;
 - 2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its members ~~beneficiaries~~; and
 - 3) Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)
- FF. **“Psychosocial Rehabilitation” means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member’s functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills. These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22-0023].)**
- GG. **“Referral and Linkages” are services and supports to connect a member with primary care, specialty medical care, substance use disorder treatment providers, mental health providers, and community-based services and supports. This includes identifying appropriate resources, making appointments, and assisting a member with a warm handoff to obtain ongoing support. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)**

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- HH. “Significant Change” means when there is an increase or decrease in the amount or types of services that are available, or if there is an increase or decrease in the number of network providers, or if there is any other change that would impact the benefits available through this contract, or when there is a change in the scope of specialty mental health services covered by this contract.**
- ~~II. “Rehabilitation” means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a beneficiary's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the beneficiary. Rehabilitation also includes support resources, and/or medication education. Rehabilitation may be provided to a beneficiary or a group of beneficiaries. (California's Medicaid State Plan, State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3, p. 2a.)~~
- JJ. “Satellite site” means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to **members** beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.
- KK. “Specialist” means a psychiatrist who has a license as a physician and surgeon in this state and shows evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association, or the American Osteopathic Association. (Cal. Code Regs., tit. 9 § 623.)
- LL. "Subcontract" means an agreement entered into by the Contractor with any of the following:
- 1) Any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of this contract.

**Exhibit E – Attachment 1
DEFINITIONS**

- 2) “Subcontractor” means an individual or entity that has a contract with an MCO, PIHP, PAHP, or PCCM entity that relates directly or indirectly to the performance of the MCO's, PIHP's, PAHP's, or PCCM entity's obligations under its contract with the State. A network provider is not a subcontractor by virtue of the network provider agreement with the MCO, PIHP, or PAHP. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term “subcontractor” shall include network providers.

MM. “Therapy” means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

NN. “Treatment Planning” means s a service activity to develop or update a member’s course of treatment, documentation of the recommended course of treatment, and monitoring a member’s progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

OO. “Tribal 638 Providers” – Federally recognized Tribes or Tribal organizations that contractor or compact with IHS to plan, conduct and administer one or more individual programs, functions, services or activities under Public Law 93-638.

- 1) **A Tribal 638 provider enrolled in Medi-Cal as an Indian Health Services- Memorandum of Agreement (IHS-MOA) provider must appear on the “ List of American Indian Health Program Providers” set forth in APL 17-020, Attachment1 in order to qualify for**

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reimbursement as a Tribal 638 Provider under BHIN 22-020.

- 2) A Tribal 638 provider enrolled in Medi-Cal as a Tribal FQHC provider is governed by and must enroll in Medi-Cal consistent with the Tribal FQHC criteria established in the California State Plan, 1 the Tribal FQHC section of the Medi-Cal provider manual, and APL 21-008. Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC must appear on the “List of Tribal Federally Qualified Health Center Providers,” which is set forth on Attachment 2 to APL 21-008.**

JJ. “Urban Indian Organizations (UIO)” – A Nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in section 1653(a) of Title 25 of the Code of Federal Regulations.

Exhibit E – Attachment 2 SERVICE DEFINITIONS

1. The Contractor shall provide, or arrange and pay for, the following covered specialty mental health services to **members** beneficiaries of Mono County. Services shall be provided as medically necessary and approved and authorized according to State of California requirements. Services include:
 - A. “Mental Health Services” are individual, group, **or family-based** therapies and interventions **that** are designed to provide a reduction of **the member’s** mental **or emotional** disability, and restoration, improvement **and/or preservation of individual and community functioning, and continued ability to remain in the community** maintenance of functioning consistent with the goals of **recovery, resiliency**, learning, development, independent living, and enhanced self-sufficiency **and that are not**. ~~These services are separate from those provided as components of adult residential services, **crisis residential services**, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. **Mental health services may include contact with significant support persons or other collateral if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)** Service activities may include, but are not limited to:~~
 - 1) ~~Assessment – A service activity designed to evaluate the current status of mental, emotional, or behavioral health.~~
 - 2) ~~Therapy – A service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to reduce functional impairments. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.~~
 - 3) ~~Rehabilitation – A service activity that includes, but is not limited to, assistance, improving, maintaining or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.~~
 - 4) ~~Collateral – A service activity involving a significant support person in the beneficiary’s life for the purpose of addressing the mental health needs of the beneficiary. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by~~

Exhibit E – Attachment 2 SERVICE DEFINITIONS

~~the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The client may or may not be present for this service activity.~~

- B. “Medication Support Services” include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. **This service activities may includes but are not limited to one or more of the following service components:** evaluation of the need for medication; evaluation of clinical effectiveness and side effects; ~~obtaining informed consent;~~ **medication education including** instruction in the use, risks and benefits of, and alternatives for medication; **treatment planning,** collateral and plan development related to the delivery of service and/or assessment for the client; prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals; and medication education. **Medication support services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone or by telehealth, and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.**
- C. “Day Treatment Intensive” ~~is~~ **is** are a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of **members** beneficiaries who receive services for a minimum of **at least** three hours per day (half-day) or more than four hours per day (full-day), **and lasts less than 24 hours each day.** ~~Service activities may include, but are not limited to,~~ **This service includes one or more of the following service components:** assessment, plan development **treatment planning,** therapy, and psychosocial rehabilitation and collateral. ~~Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.~~ **This service may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Day treatment intensive services must**

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have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

- D. “Day Rehabilitation” services ~~are~~ **is** a structured program **which provides services to a distinct group of individuals. Day rehabilitation is intended to improve or restore personal independence and functioning necessary to live in the community or prevent deterioration of personal independence consistent with the principles of learning and development. Services are available for at least three hours each day. Day rehabilitation is a program that lasts less than 24 hours each day. Day rehabilitation may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member.** ~~of rehabilitation and therapy with services to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to~~ This service includes one or more of the following service components: assessment, ~~plan development~~ **treatment planning**, therapy, **and psychosocial** rehabilitation. **(State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)** ~~and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.~~
- E. “Crisis Intervention” **is an unplanned, expedited** service ~~last less than 24 hours and are for, to or on behalf of, a member for~~ **to address** a condition that requires more timely response than a regularly scheduled visit. **Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member.** ~~Service activities include, but are not limited to,~~ **This service includes one or more of the following service components:** assessment, ~~collateral and~~ therapy, **and referral and linkages.** Crisis Intervention services may either be face-to-face or by telephone **or telehealth** with the beneficiary or the beneficiary’s significant support person and may be provided **in a**

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clinic setting or anywhere in the community. **(State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)**

- F. “Crisis Stabilization” is **an unplanned, expedited service** lasting less than 24 hours and ~~are for~~, **to** or on behalf of, a **member** beneficiary for **to address an urgent** condition that **requiring immediate attention that cannot be adequately or safely addressed in a community setting** a more timely response than a regularly scheduled visit. **The goal of crisis stabilization is to avoid the need for inpatient services which, if the condition and symptoms are not treated, present an imminent threat to the member or others, or substantially increase the risk of the member becoming gravely disabled. Crisis stabilization must be provided on site at a licensed 24-hour health care facility, at a hospital based outpatient program (services in a hospital based outpatient program are provided in accordance with 42 CFR 440.20), or at a provider site certified by the Department of Health Care Services to perform crisis stabilization and some service components may be delivered through telehealth or telephone. Crisis stabilization is an all-inclusive program and no other Rehabilitative Mental Health Services are reimbursable during the same time period this service is reimbursed. Crisis stabilization may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital. Medical backup means immediate access within reasonable proximity to health care for medical emergencies. Medications must be available on an as needed basis and the staffing pattern must reflect this availability. All members receiving crisis stabilization must receive an assessment of their physical and mental health. This may be accomplished using protocols approved by a physician. If outside services are needed, a referral that corresponds with the member 's needs will be made, to the extent resources are available. Service activities include but are not limited to** **This service includes** one or more of the following **service components**: ~~assessment, collateral,~~ and therapy, **crisis intervention, medication support services, referral and linkages**. ~~Collateral addresses the mental health needs of the member beneficiary to ensure coordination with significant others and treatment providers.~~ **(State Plan, Supplement 3 to Attachment 3.1-A, page 2e [TN 22-0023].)**

- G. “Adult Residential Treatment Services” are **recovery focused** rehabilitative services provided in a non-institutional, residential setting for

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members beneficiaries who would be at risk of hospitalization or other institutional placement if they were not in the receiving residential treatment program services. The service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Adult residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. The services include a wide range of activities and services that support beneficiaries in their effort to restore, maintain, and apply interpersonal and independent living skills and to access community support systems. Service activities may include Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following components: assessment, treatment planning plan development, therapy, and psychosocial rehabilitation, and collateral. (State Plan, Supplement 3 to Attachment 3.1-A, page 2f [TN 22-0023].) Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

- H. “Crisis Residential Treatment Services” are therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program (short term—3 months or less) as an alternative to hospitalization for members experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. This service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Crisis residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. an alternative to acute psychiatric hospital services for beneficiaries who otherwise would require hospitalization. The CRS programs for adults provide normalized living environments, integrated into residential communities. This service includes one or more of the following: follow a social rehabilitation model that integrates aspects of emergency psychiatric care, assessment, treatment planning, therapy, psychosocial rehabilitation,

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and crisis intervention. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].) ~~milieu therapy, case management and practical social work.~~

- I. **“Psychiatric Health Facility Services” are therapeutic and/or rehabilitative services provided in a psychiatric health facility licensed by DHCS. Psychiatric health facilities are licensed to provide acute inpatient psychiatric treatment to individuals with major mental disorders. Psychiatric health facility services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Services are provided in a psychiatric health facility under a multidisciplinary model and some service components may be delivered through telehealth or telephone. Psychiatric health facilities may only admit and treat patients who have no physical illness or injury that would require treatment beyond what ordinarily could be treated on an outpatient basis. Services include the following components: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention.** ~~Psychiatric Health Facility is a facility licensed under the provisions beginning with Section 77001 of Chapter 9, Division 5, Title 22 of the California Code of Regulations. “Psychiatric Health Facility Services” are therapeutic and/or rehabilitative services provided in a psychiatric health facility on an inpatient basis to beneficiaries who need acute care, which meets the criteria of Section 1820.205 of Chapter 11, Division 1, Title 9 of the California Code of Regulations, and whose physical health needs can be met in an affiliated general acute care hospital or in outpatient settings. These services are separate from those categorized as “Psychiatric Inpatient Hospital”. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)~~
- J. **“Peer Support Services” are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with**

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family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

- 1) Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.**
- 2) Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.**
- 3) Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)**

- K. "Intensive Care Coordination (ICC)" is a targeted case management service that facilitates assessment of care planning for and coordination of services to **members** beneficiaries under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access

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SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

- 1) Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;
- 2) Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;
- 3) Supports the parent/caregiver in meeting their child's needs;
- 4) Helps establish the CFT and provides ongoing support; and
- 5) Organizes and matches care across providers and child serving systems to allow the child to be served in their community.

- L. “Intensive Home Based Services (IHBS)” are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, treatment plan, therapy, rehabilitation and **include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member** collateral. IHBS is provided to **members** beneficiaries under 21

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who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

- M. “Therapeutic Behavioral Services (TBS)” are intensive, individualized, short-term outpatient treatment interventions for members~~beneficiaries~~ up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.
- N. “Therapeutic Foster Care (TFC) Services” model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children~~youth~~ who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).
- O. “Psychiatric Inpatient Hospital Services” include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to members~~beneficiaries~~ for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to members~~beneficiaries~~ who were admitted to the hospital for an acute psychiatric inpatient hospital service and the member’s~~beneficiary’s~~ stay at the hospital must be continued beyond the member’s~~beneficiary’s~~ need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the member~~beneficiary~~.

Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. MHPs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim

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reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. MHPs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals **and FFS/MC hospitals**, the daily rate includes the cost of any needed professional services. The FFS/MC hospital daily rate does not include professional services, which are billed separately from the **SD/MC and** FFS/MC inpatient hospital services via the SD/MC claiming system.

- P. “Targeted case management” is a service that assists a **member beneficiary** in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure **member beneficiary** access to services and the service delivery system; monitoring of the **member’s beneficiary’s** progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the MHP to be qualified to provide the service, consistent with the scope of practice and state law.
- Q. **“Community-Based Mobile Crisis Intervention Services (also referred to as “Mobile Crisis Services”)” are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral’s participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided**

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by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
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CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) 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 an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
GOVERNOR

DATE: March 1, 2024
TO: Mono Behavioral Health Director

SUBJECT: Mental Health Plan (MHP) Contract No. 22-20117 A1 for Mental Health Services Term July 1, 2022 – June 30, 2027.

Enclosed for signature is the MHP contract amendment for mental health services for term July 1, 2022 – June 30, 2027.

The MHP contract must be signed by the Contractor's appropriate designee and returned to the Department of Health Care Services (DHCS) **by May 1, 2024**.

The requirements for processing the enclosed contract for **DocuSign** include the following:

- Obtain a resolution, approved board minutes, order, motion, or ordinance from your County Board of Supervisors, which **specifically** approves and authorizes execution of this contract and signer.
- Email a copy of the resolution, approved board minutes, order, motion, or ordinance to Dee Taylor at [REDACTED], **with** the name/title/email of the signer(s) (including the order of signature if more than one signer).

Upon DHCS' receipt of the county Board of Supervisors resolution/minute order/etc. authority documentation, the DocuSign will be prepared by DHCS' Contracts Division and routed to signer(s). A signed copy will be returned for your records with all related contractual documents.

We appreciate working with you. If you have any questions, contact me at [REDACTED].

Sincerely,

Dee Taylor,
HPS I
Department of Health Care Services Medi-Cal Behavioral Health Division
Policy Division Administration Section
Contracts Unit

Enclosures:

- Standard Agreement (Form STD 213)
- Exhibits A, B, E
- CCC 04/2017 (Contractor Certification Clauses)



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: Community Development

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Letter to U.S. Fish and Wildlife
Service Regarding Proposed
Endangered Species Act Listing of
the Bi-State Sage Grouse

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed letter to the U.S. Fish and Wildlife Service regarding the proposed listing of the Bi-State Sage Grouse as Threatened under the Endangered Species Act, affirming the County's commitment to the implementation of the Bi-State Action Plan.

RECOMMENDED ACTION:

Approve, with any desired modifications, and authorize the Board Chair to sign.

FISCAL IMPACT:

None at this time. Actions and commitments are incorporated into existing staff workplans and department budgets.

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
staff report
Comment letter

History

Time	Who	Approval
4/8/2024 2:54 PM	County Counsel	Yes

4/4/2024 10:20 AM

Finance

Yes

4/12/2024 5:52 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

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

Date: April 16, 2024

To: Mono County Board of Supervisors

From: Wendy Sugimura, Director

RE: Bi-State Sage-Grouse Conservation Commitment Letter

BACKGROUND

In 2015, after an approximately two-year process to evaluate the status of the Bi-State Distinct Population Segment of Greater Sage-Grouse (Bi-State sage-grouse) under the Endangered Species Act (ESA), the U.S. Fish and Wildlife Service (USFWS) withdrew a proposal to list the bird as Threatened. A critical component of the decision was Letters of Commitment from Bi-State conservation partners participating in the Local Area Working Group (LAWG), Technical Advisory Committee (TAC), and Executive Oversight Committee (EOC) to demonstrate Certainty of Implementation under the Service's Policy for Evaluation of Conservation Efforts (PECE). This policy identifies criteria the USFWS uses to determine whether formalized conservation efforts that have yet to be implemented or to show effectiveness contribute to making the listing of a species unnecessary. The USFWS determined, as part of the 2015 decision to withdraw, that the Letters of Commitment combined with \$45 million in committed funding over the next 10 years helped meet the PECE criteria.

In late August 2018, a federal judge reversed the USFWS's decision to withdraw the proposed listing of the Bi-State Sage-Grouse, and the USFWS was subsequently ordered by the court to conduct a new review. The Bi-State conservation partners again submitted letters of commitment, and the USFWS withdrew the proposed listing in 2020. However, a court ruling reversed the withdrawal in 2022 and remanded the listing decision to the USFWS again.

DISCUSSION

In preparation for the review, the Bi-State conservation partners are updating their previous Letters of Commitment, and Mono County has been requested to participate. A Letter of Commitment has been drafted for the Board's consideration (Attachment 1) and, if approved, will be submitted to the USFWS along with the other letters from the Bi-State partnership.

ATTACHMENTS

1. 2024 Mono County Letter of Commitment to Bi-State Sage-Grouse conservation



Jennifer Kreitz-District One Rhonda Duggan-District Two Bob Gardner-District Three
John Peters-District Four Lynda Salcido-District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Queenie Barnard, Clerk of the Board

April 16, 2024

Director Martha Williams
U.S. Fish & Wildlife Service
1849 C STREET NW
WASHINGTON, DC 20240

1340 Financial Boulevard, Suite 234
Reno, NV 89502-7147

Delivered via email to:

Martha Williams: martha_williams@fws.gov

Steve Abele: steve_abele@fws.gov

Justin Barrett: justin_barrett@fws.gov

**Subject: Continued Commitment and Assurance to Implement Formalized Conservation Efforts for
the Bi-State Distinct Population Segment of the Greater Sage Grouse**

Dear U.S. Fish and Wildlife Service Director:

The purpose of this letter is to reaffirm Mono County's commitment to the continued implementation of formalized conservation efforts in support of maintaining and improving habitat and species viability for the Bi-State Distinct Population Segment (DPS) of the Greater Sage Grouse (*Centrocercus urophasianus*). As previously stated in letters to the U.S. Fish and Wildlife Service (USFWS) in 2014 and 2018, Mono County continues to be highly engaged in these efforts through the Bi-State Local Area Working Group (LAWG), Technical Advisory Committee (TAC), and Executive Oversight Committee (EOC), and remains firmly committed to completing its share of the 2012 Bi-State Action Plan (2012 Plan), which is in the update process.

The 2012 Plan was exceptionally effective, and the same is expected for the 2024 Plan. Implementation of the 2012 Plan by Bi-State conservation partners has resulted in completion of almost 90% of the actions. Recent analysis from USGS has also shown that this work led to an overall 37% increase in population success across the Bi-State to date, helping to stabilize the population trends.¹

¹ Draft information subject to revision, not for citation or distribution.

Mono County remains dedicated to the conservation effort and use of a data-driven, science-based adaptive management approach to ensure that we continue to focus our collective conservation efforts on actions that will effectively ameliorate identified threats to the DPS.

Accomplishments Since 2014

Since 2014, Mono County has directed well over \$3 million to sage-grouse conservation work, including closing and relocating the existing landfill in the South Mono Population Management Unit (PMU) as of January 1, 2023; updating the 2015 Mono County General Plan to include required mitigation measures for discretionary projects that may impact sage-grouse populations or habitat; review of other plans with sage-grouse conservation measures (e.g., Humboldt-Toiyabe National Forest Plan update, Inyo National Forest Plan update); developing a website to provide outreach and information dissemination; updating the Community Wildfire Protection Plan (CWPP) to include best practices to reduce the threat of wildfire to sage-grouse habitat; filing as intervenors on behalf of the U.S. Fish and Wildlife Service to defend the 2015 decision to withdraw the listing; reviewing ministerial permits (e.g., building permits) and working with applicants to minimize potential impacts; initiating legal action challenging the Los Angeles Department of Water and Power's (LADWP's) method of decision-making to dewater a portion of the South Mono PMU under the California Environmental Quality Act (CEQA); and responding to LADWP's Notice of Preparation of an Environmental Impact Report (EIR) on the proposed dewatering project (also known as the Ranch Lease Renewal Project). Mono County has also helped convene other interested parties such as environmental organizations to collaborate on the LADWP dewatering proposal, and the Court of Appeal decision on the matter indicates that the lands may not be dewatered prior to CEQA compliance, although the amount of water applied in a given year may vary without further CEQA review.

In addition, Mono County has partnered with the Bureau of Land Management (BLM) Bishop Field Office on over \$300,000 of services and projects (funded by the BLM), including habitat conservation projects to restore/protect wet meadows in Long Valley and Bodie Hills, assistance coordinating and attendance at meetings (LAWG, TAC, EOC), assistance with annual lek counting, editing annual reports, and engaging in conservation and management issues on lands owned by LADWP.

Regulatory Mechanisms

Mono County has amended land use planning policies and development standards to ensure that adequate regulatory mechanisms are in place to conserve sage-grouse populations and habitats as follows:

- Refined our planning policies, including clarifying and strengthening mitigation standards of the General Plan Land Use Element and Conservation/Open Space Elements, particularly as they apply to ministerial actions.
- Updated and adjusted the Development Credit Program for agricultural lands which provides for concentration of development to conserve valuable agricultural lands and avoid sensitive habitat.
- Revised the Hazard Mitigation Plan and Safety Element to better contain development to areas with firefighting infrastructure, such as within fire protection districts (FPDs). In most instances, sage grouse habitat is located outside the ten FPDs in Mono County. Also, new state law requirements severely restrict subdivisions outside of FPDs.
- Continued rigorous application of the California Environmental Quality Act (CEQA) to all applicable projects, ensuring full documentation and consideration of environmental consequences prior to discretionary decisions. The County also reviews environmental documents of other agencies to pursue compliance with the Mono County General Plan, including sage grouse mitigation measures. In some

instances, such as transportation projects, we participate in joint National Environmental Policy Act (NEPA)/CEQA documents that incorporate sage grouse mitigation strategies.

Present and Future Commitments

Beyond regulatory mechanisms, Mono County continues to proactively participate in conservation efforts coordinated through the LAWG, TAC, and EOC, and is currently reviewing the update to the Bi-State Sage Grouse Action Plan. Mono County is a key collaborator on the LADWP Adaptive Management Plan which adaptively manages irrigation in a portion of the Long Valley PMU together with the USFWS, California Department of Fish and Wildlife, U.S. Geologic Survey, and others. Further, Mono County has and continues to manage the threat of development to sage-grouse populations and habitats through the following actions:

- Participation in conservation projects with direct or co-benefits for sage-grouse conservation. For example, Mono County is assisting Caltrans with the collaborative Wildlife Crossings project, which will reduce roadkill along U.S. Highway 395 and thereby reduce predators who are also a threat to sage grouse, such as ravens and coyotes.
- Refined development review process with formalization of its Land Development Technical Advisory Committee in pre-application reviews and inclusion of other agencies, including remote attendance abilities. Also, online GIS resources and electronic data bases have improved the ability to avoid sensitive habitats in land use and capital improvement planning, including use of a biological assessment for lands near communities with the most potential for development applications.
- Continued implementation of the Benton Crossing landfill closure plan, which is anticipated to cost at least \$6 million. The landfill has been closed since January 1, 2023.
- Active prevention of new impacts from the Pumice Valley landfill/transfer station which replaced the Benton Crossing landfill, including no local landfilling of putrescent household waste.

As a result of these actions and the County's regulatory mechanisms, no new parcels have been established through subdivision within known sage grouse habitat in the past decade, and development of concern is regularly discussed between management agencies. For example, in January 2024, the BLM, Inyo National Forest, LADWP, Town of Mammoth Lakes, and Mono County met to discuss potential recreation infrastructure improvements at the Whitmore recreation complex and collaboratively address concerns. In March 2024, the BLM and Mono County met to discuss the closure of the Benton Crossing Landfill, operation of the Pumice Valley Landfill, and operation of a recently permitted transfer station in the northern Mono Basin that processes municipal household waste. The willingness of the various agencies to participate in sage-grouse conservation efforts across jurisdictional boundaries is a testament to the collaborative power and efficacy of the Bi-State conservation effort.

Additional info/Closing comments

Mono County remains committed to the Bi-State conservation effort and fulfilling its role in the upcoming revision of the Bi-State Action Plan, and wishes to make the following conclusory points:

- The voluntary and collaborative conservation model in place is working and fulfills the intent of the federal Endangered Species Act (ESA) and an ESA recovery plan.
- A federal ESA listing could have the unintended consequence of impeding current good-faith efforts by imposing deference to federal law, resulting in a withdrawal of partners to limit liability under the listing.
- A federal ESA listing could have the unintended consequence of impeding implementation of the 2024 Bi-State Action Plan by imposing consultation requirements with the USFWS, which would

substantially increase costs and delay projects, and is unnecessary due to ongoing collaboration with the USFWS under the current conservation model.

- Mono County's authority to limit development has legal boundaries. The County has strengthened its development policies through General Plan regulations and CEQA implementation, and further preclusion of development potentially exposes the County to legal action under private property takings laws.

The County hopes the significant accomplishments of the Bi-State conservation effort will be considered along with future conservation commitments as the USFWS completes its listing process. The County hopes to continue close relationships with USFWS staff and other partners to work collaboratively on Sage Grouse conservation. If the USFWS has any questions, please don't hesitate to contact Wendy Sugimura, Community Development Director, at (760) 924-1814 or wsugimura@mono.ca.gov.

Sincerely,

**SUPERVISOR JOHN PETERS
MONO COUNTY BOARD CHAIR**

CC: U.S. Fish and Wildlife Service, Reno Office
Town of Mammoth Lakes
State of California, Governor Newsom
State of California, Assemblyman Jim Patterson
Office State of Nevada, Governor Lombardo
California Department of Fish and Wildlife
Natural Resources Conservation Service
USFS: Inyo National Forest and Humboldt-Toiyabe National Forest

BLM, Bishop Field Office
Rural County Representatives of California (RCRC)
State of California, Senator Marie Alvarado-Gil
California State Association of Counties (CSAC)
County of Inyo
Nevada Department of Wildlife
U.S. Geological Survey



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: Community Development

TIME REQUIRED

SUBJECT Processing of Short-Term and
Transient Rental Permit Applications
After Moratorium Expiration

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution providing direction to staff for processing short-term and transient rental permits while new regulations are under development. The resolution providing policy guidance as to interpretation of existing regulation is not a project under California Environmental Quality Act pursuant to (CEQA) Guidelines §15378(b)(5) and therefore is not subject to CEQA.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

None at this time. Staff time to work on policy revisions is included in the department budget.

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
Staff Report
Proposed Resolution

History

Time	Who	Approval
4/8/2024 3:41 PM	County Counsel	Yes

4/11/2024 1:04 PM

Finance

Yes

4/12/2024 5:55 AM

County Administrative Office

Yes

Mono County Community Development

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

April 16, 2024

To: Mono County Board of Supervisors

From: Aaron M. Washco, Planning Analyst
Wendy Sugimura, Director

Re: RESOLUTION PROVIDING DIRECTION TO STAFF FOR PROCESSING SHORT-TERM AND TRANSIENT RENTAL PERMITS

BACKGROUND

At the April 2, 2024, meeting, the Board of Supervisors heard a presentation on proposals for policy and regulatory changes to the County's short-term and transient rental permitting structure resulting from a study on the housing impacts of short-term rentals and community input. The Board provided direction to staff to develop certain policy and regulatory amendments, which will come forward later this year.

The emergency moratorium currently in place to provide time for the study expires on April 29, 2024. At the meeting, the Board also provided direction to staff regarding the processing of short-term and transient rental permit applications after the expiration of the moratorium but before the new regulations are adopted. The purpose of this staff report and the resolution (Attachment 1) is to make the required findings and memorialize the Board's direction.

DISCUSSION

The proposed resolution (Attachment 1) includes the following directives, as discussed at the April 2, 2024, Board meeting:

1. Short-term and transient rental projects are controversial, and any such projects subject to a Director Review Permit shall be elevated to a Use Permit pursuant to General Plan Land Use Element (GP LUE) §31.010.
2. Existing non-conforming findings set forth in GP LUE §34.020 cannot be made for transient rentals in the Multi-Family Residential Low and Medium (MFR-L and MFR-M) land use designations, and therefore future transient rentals are prohibited unless the land use designations are modified.
3. Existing transient rentals approved via Director Review permit or business license remain in place until the property changes ownership. The new owner(s) will be subject to the procedures above and/or the applicable existing regulations.
4. Existing Short-Term Rental Activity permits shall continue to be renewed subject to the Mono County Code. If a property changes owner(s), the new owner(s) are subject to existing regulations which require a new Short-Term Rental Activity permit approved by the Board.

The resolution contains a clause to sunset when the policy and regulatory amendments resulting from the Short-Term Rental Housing Study are adopted and in effect.

ATTACHMENTS:

1. Resolution R24-__



R24-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS PROVIDING
DIRECTION TO STAFF FOR PROCESSING SHORT-TERM AND TRANSIENT
RENTAL PERMITS WHILE NEW REGULATIONS ARE UNDER DEVELOPMENT**

WHEREAS, an ordinance adopting an emergency moratorium on the permitting of new short-term and transient rentals in single-family residential units in all land use designations was approved by the Mono County Board of Supervisors (ORD22-03) on May 3, 2022; and

WHEREAS, an extension of the emergency moratorium was adopted (ORD22-05) on June 14, 2022; and

WHEREAS, the purpose of the moratorium was to provide time for the County to study the impacts of short-term rentals on long-term housing for residents, and analyze possible revisions to its regulations for such uses; and

WHEREAS, the County completed a study titled “Mono County Short-Term Rental Housing Study,” dated February 12, 2024, that the Board of Supervisors reviewed at their meeting on on February 20, 2024; and

WHEREAS, the Board of Supervisors provided policy input and directed staff to discuss the study and potential revisions to County policy and regulations with members of each of the communities; and

WHEREAS, the study and policy/regulation options were presented for input and discussion at the Antelope Valley Regional Planning Advisory Committee (RPAC) on March 7, the Bridgeport Valley RPAC on March 14, the Mono Basin RPAC on March 13, the June Lake Citizens Advisory Committee (CAC) on March 6, and the Long Valley RPAC on March 21, and the Planning Commission on March 21, all in the year 2024; and

WHEREAS, on April 2, 2024, the results of public outreach were presented to the Board of Supervisors and direction for policy development was provided to staff; and

WHEREAS, the moratorium expires on April 29, 2024, prior to the completion of revisions and adoption of new policy and regulatory measures concerning short-term and transient rentals.

Resolution R24-__
Mono County Board of Supervisors
April 16, 2024

1 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
2 **MONO FINDS AND RESOLVES THAT:**

3 **SECTION ONE:** Short-term and transient rental projects are controversial, and therefore
4 any such proposed project application that may be subject to a Director Review Permit shall be
5 elevated to a Use Permit pursuant to General Plan Land Use Element (GP LUE) §31.010.
6 Traditional hotels, motels, and bed-and-breakfast facilities are excluded from this resolution and
7 shall be processed according to their applicable land use designation.

8 **SECTION TWO:** The existing nonconforming findings set forth in GP LUE §34.020,
9 and restated below, can no longer be made for condominium complexes that have historically
10 served as overnight visitor rentals in Multi-Family Residential Low and Medium (MFR-L and
11 MFR-M) land use designations as stated below, and therefore new transient rentals in such
12 complexes are prohibited unless the land use designations are modified. The following findings
13 can or cannot be made as laid out below:

14 A. *Alterations of the nonconforming use shall not be detrimental to the intent of the land*
15 *use designations, objectives and policies, specified in this General Plan.*

16 Per the Mono County General Plan Land Use Element, the Multi-Family Residential
17 Low (MFR-L) land use designation is intended to provide for low-density
18 multifamily residential development, such as duplexes and triplexes. The Multi-
19 Family Residential Medium (MFR-M) land use designation is intended to encourage
20 long-term multifamily housing by allowing for higher population densities and by not
21 allowing commercial lodging facilities; i.e. hotels, motels. Commercial lodging
22 facilities are provided for under Multi-Family Residential High (MFR-H), implying
23 MFR-L and MFR-M are intended strictly for long-term residential use. Therefore,
24 short-term and transient rentals do not meet the long-term residential intent of MFR-L
25 and MFR-M and are detrimental to the intent. This finding cannot be made.

26 B. *The granting of permission to alter the nonconforming use shall not be substantially*
27 *detrimental to the public health, safety or welfare or injurious to the property or*
28 *improvements in the vicinity or adversely impact the surrounding properties more*
29 *than the existing nonconforming use.*

30 Due to the shortage of residential housing for long-term rent or purchase, the
31 continuing conversion of multi-family residential units into transient rentals is
32 detrimental to public welfare. Such conversion and use negatively impacts the amount
of available long-term housing for residents and the local workforce. This finding
cannot be made.

 C. *The alteration shall not increase the intensity of the use-category of the land,*
building or structure.

1 Whether used by the homeowner, a long-term renter, or a paying customer, transient
2 rentals continue to be used in a residential capacity. Therefore, the use-category of the
3 land is not increased. This finding can be made.

4 *D. If the proposed alteration could generate public controversy, the Director shall refer*
5 *the application to the Planning Commission for its consideration.*

6 The Board of Supervisors considered and made these nonconforming use findings as
7 to controversy, embodied in this resolution.

8 **SECTION THREE:** Existing transient rentals already approved via Director Review
9 permit or business license shall remain in place until the property changes ownership. The new
10 owner(s) will be subject to the procedures above or the applicable existing regulations.

11 **SECTION FOUR:** Existing Short-Term Rental Activity permits shall continue to be
12 renewed subject to Mono County Code Chapter 5.65. If a property changes ownership, the new
13 owner(s) will be subject to existing regulations which require a new Short-Term Rental Activity
14 Permit approved by the Board.

15 **SECTION FIVE:** These processing directives shall remain in place until all policy and
16 regulatory amendments resulting from the Short-Term Rental Housing Study are adopted and
17 effective.

18 **SECTION SIX:** The interpretation of the application of existing regulations to the
19 processing of short-term and transient rental projects is not a project under California
20 Environmental Quality Act pursuant to (CEQA) Guidelines §15378(b)(5): A project does not
21 include “Organizational or administrative activities of governments that will not result in direct
22 or indirect physical changes in the environment,” and therefore is not subject to CEQA. Project
23 applications themselves are subject to CEQA and will be evaluated during the application
24 process.

25 **PASSED, APPROVED and ADOPTED** this 16th day of April, 2024, by the following vote, to
26 wit:

27 **AYES:**

28 **NOES:**

29 **ABSENT:**

30 **ABSTAIN:**

31 _____
32 John Peters, Chair
Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Stacey Simon
County Counsel



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: Clerk of the Board

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Clerk-Recorder-
Registrar

SUBJECT Board Ad Hoc Committee for Board
Chambers Audio/Visual
Improvements

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Establishment of a Board Ad Hoc Committee to provide direction on audio/visual improvements in the Bridgeport Board of Supervisors Chambers and Civic Center Mono Lake Room ("Board Chambers Ad Hoc Committee").

RECOMMENDED ACTION:

Establish Board Chambers Ad Hoc Committee and appoint two members of the Board of Supervisors to committee.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Attachment A

History

Time	Who	Approval
4/4/2024 5:54 PM	County Counsel	Yes
4/8/2024 3:17 PM	Finance	Yes

4/12/2024 5:47 AM

County Administrative Office

Yes



**CLERK – RECORDER – REGISTRAR
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517 • (760) 932-5530

ClerkRecorder@mono.ca.gov • Elections@mono.ca.gov • BOS@mono.ca.gov

April 16, 2024

To: Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Clerk-Recorder-Registrar

Re: Board Ad Hoc Committee for Board Chambers Audio/Visual Improvements

Discussion:

Proposed establishment of a Board Ad Hoc Committee to provide direction on audio/visual improvements in the Bridgeport Board of Supervisors Chambers and Civic Center Mono Lake Room ("Board Chambers Ad Hoc Committee").

The Charter / Scope of Work (Attachment A) provides additional information regarding the purpose and scope of work of the proposed Ad Hoc Committee.

Please contact me if you have any questions. Thank you.

Queenie Barnard
Clerk-Recorder-Registrar
760-932-5534
qbarnard@mono.ca.gov

Attachments:

1. Attachment A – Charter / Scope of Work

County of Mono
2024 Board Chambers Ad Hoc Committee
Charter / Scope of Work
(Board Report – Attachment A)

Background

The Mono County Board of Supervisors meets on the first three Tuesdays of each month. The first two meetings of each month are held in the Bridgeport Board of Supervisors Chambers with a teleconference location available in the County Civic Center Mono Lake Room. The third meeting of each month is held in the County Civic Center Mono Lake Room with a teleconference location available in the Bridgeport Board of Supervisors Chambers. An online Zoom video/call-in option is also available for every meeting.

Due to the County offering a hybrid-style meeting setup for each Board meeting (i.e. two physical meeting locations and an online Zoom video/call-in option), there have been numerous changes to audio and visual components in both the Bridgeport Board of Supervisors Chambers and County Civic Center Mono Lake Room over the last two years to address concerns brought forward by Board Supervisors, County Staff, and other agency partners who have used both meeting locations.

Purpose and Scope

The Board Chambers Ad Hoc Committee will provide direction on audio/visual improvements in the Bridgeport Board of Supervisors Chambers and Civic Center Mono Lake Room.

Committee Duration

The Committee's work is expected to be complete by October 22, 2024.

Committee Members

- *TBD*
- *TBD*

County Department, Other Agency, and Consulting Resources

- Clerk of the Board
- IT
- Public Works



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

Departments: Community Development - Building

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Tom Perry, Building Official

SUBJECT 2023 Building Division Report

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation on Building Division permits and activities in 2023.

RECOMMENDED ACTION:

None, receive presentation and provide any direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Tom Perry

PHONE/EMAIL: 760-965-3635 / tperry@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
presentation

History

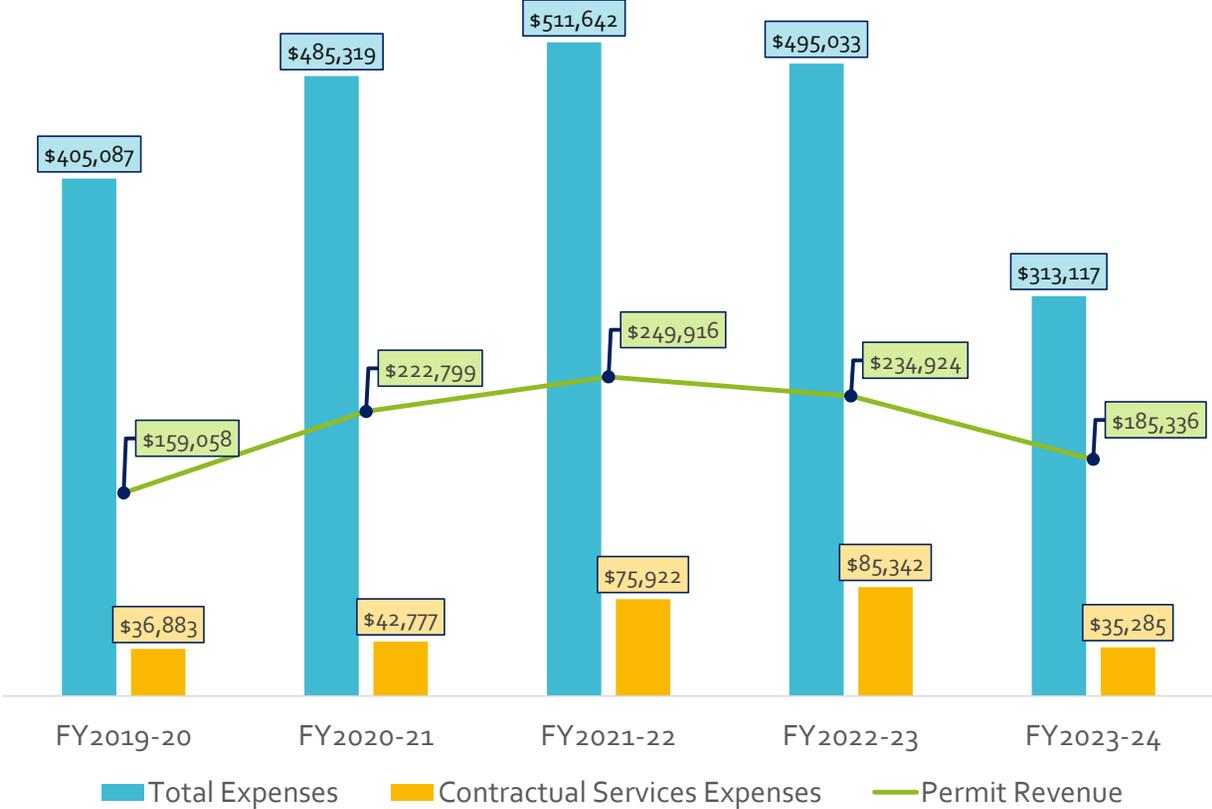
Time	Who	Approval
4/4/2024 5:45 PM	County Counsel	Yes
4/11/2024 1:01 PM	Finance	Yes
4/12/2024 5:46 AM	County Administrative Office	Yes



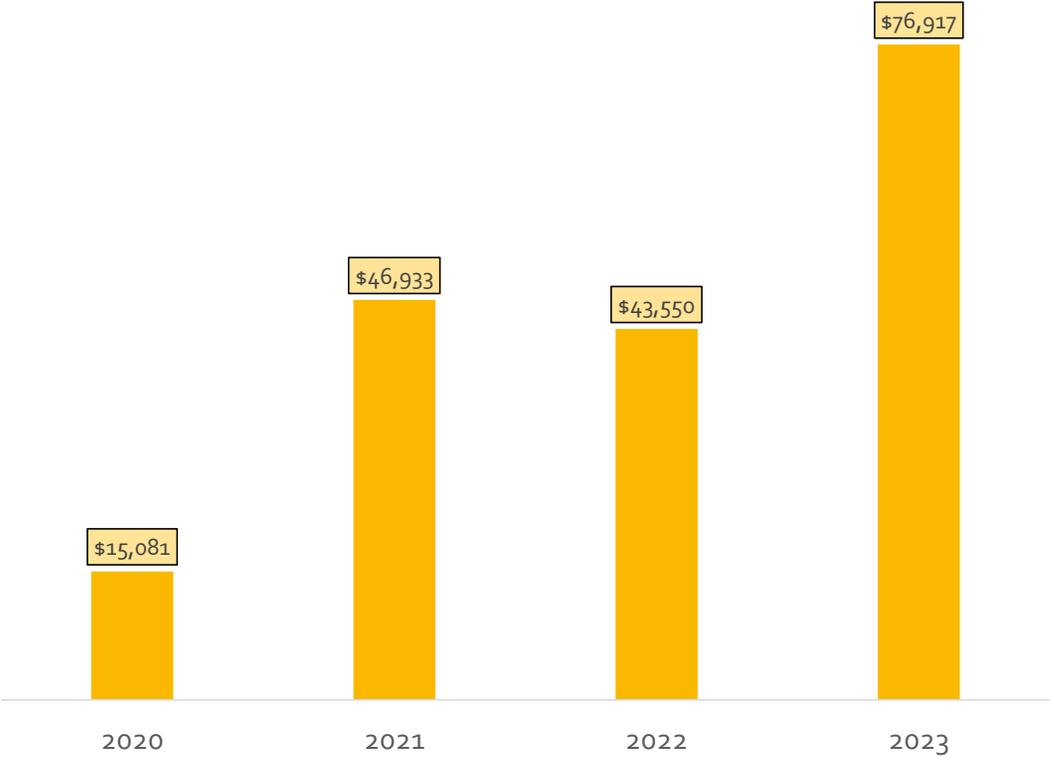
2023 Mono County- Building Division Report

Presented by: Tom Perry, Building Official

Building Division Revenue and Expenditures

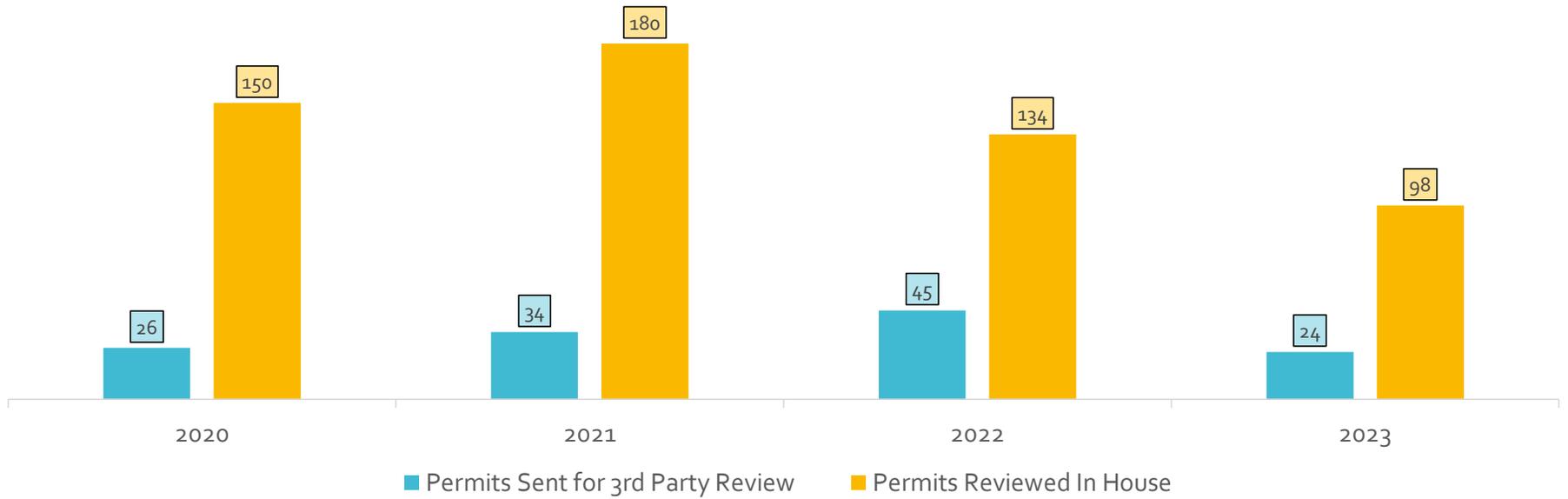


Housing Mitigation Ordinance Fees Collected



- Permit application submittals with a valuation range between \$5,000 and \$150,000 should be able to be completed in-house (vs. sending to an outside plan checker).

**Valuation
Range
between
\$5,000 and
\$150,000**

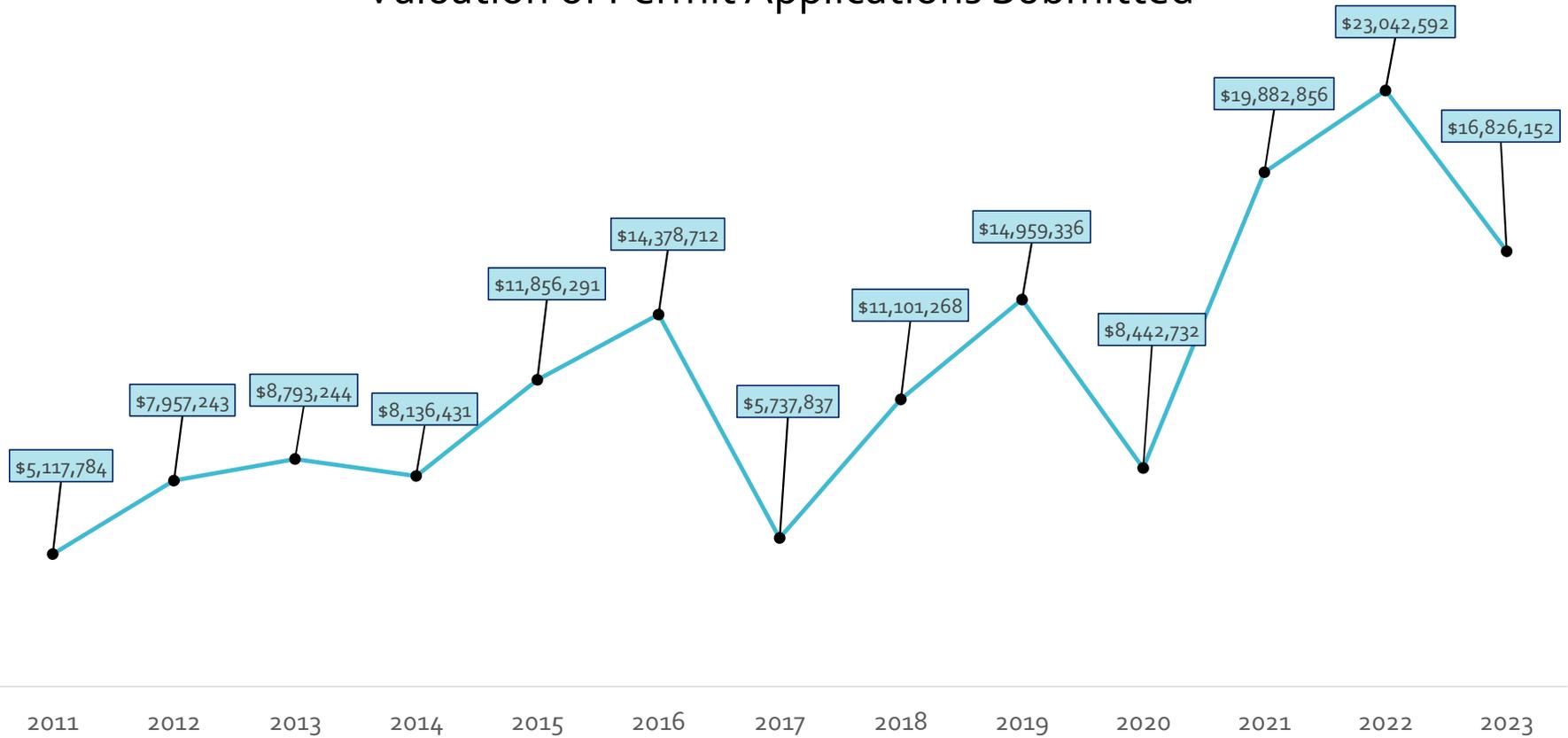


Plan Checks Reviewed 3rd Party vs In-House

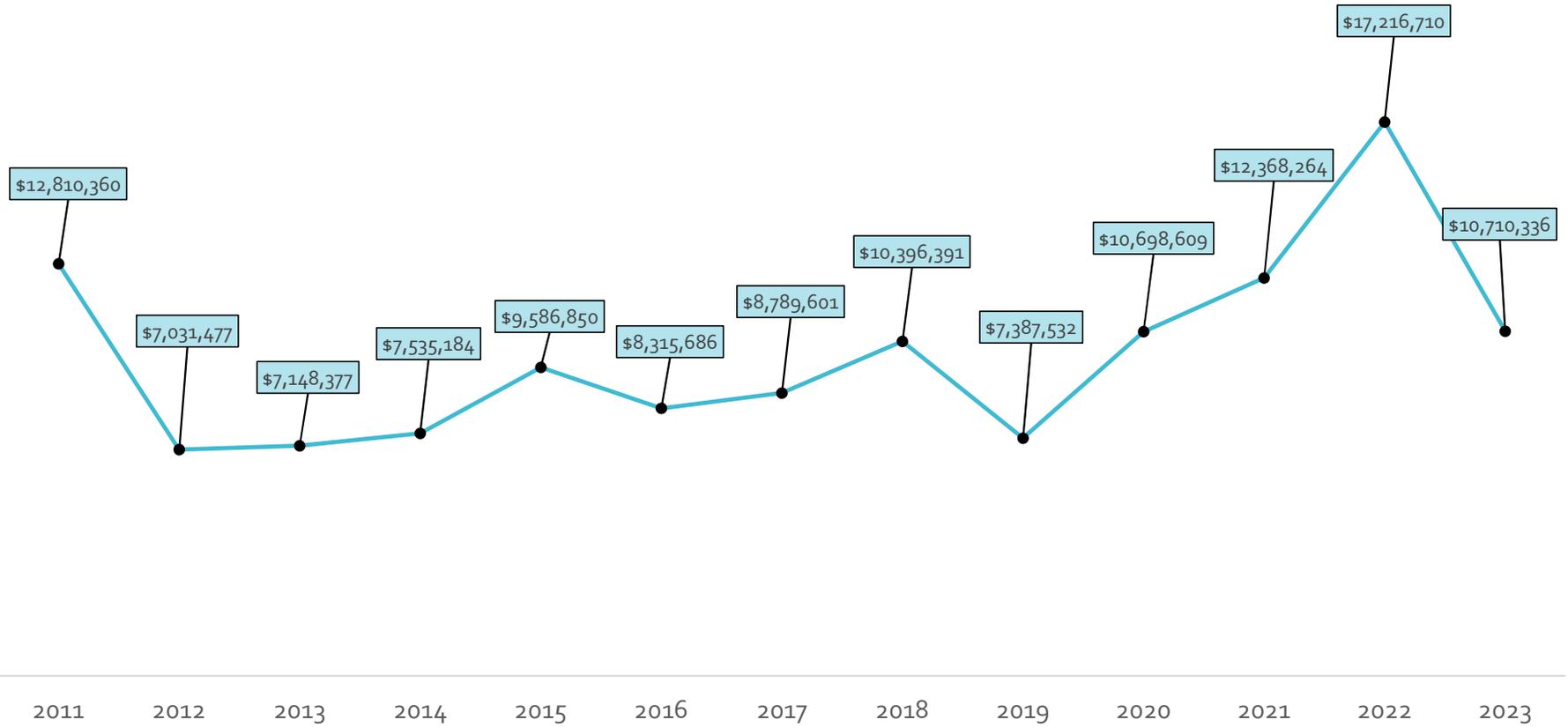
Permit Applications Received vs Permits Issued

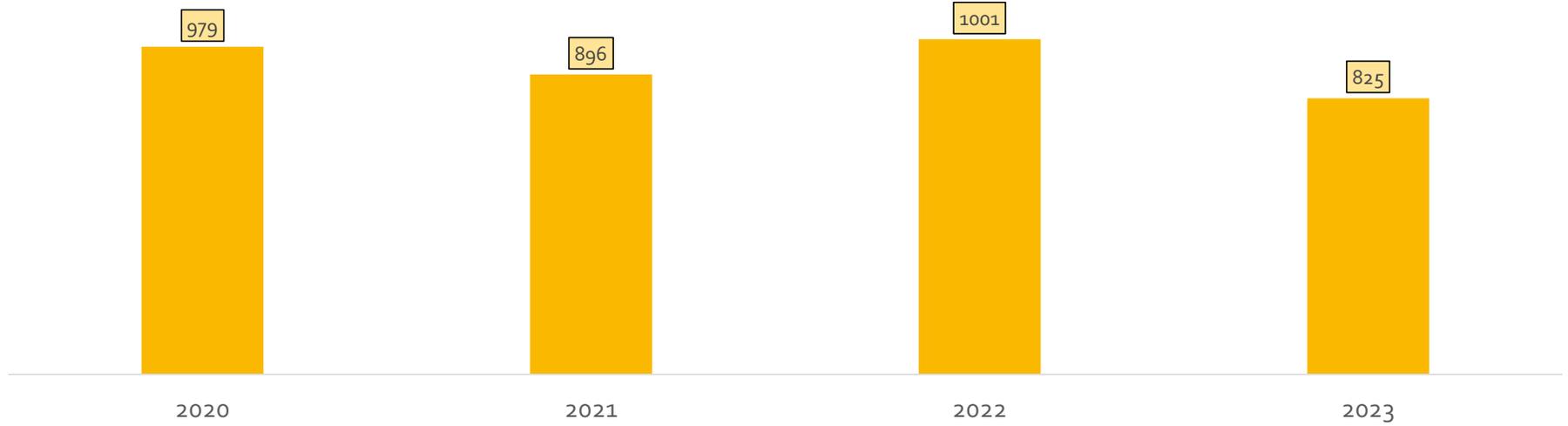


Valuation of Permit Applications Submitted

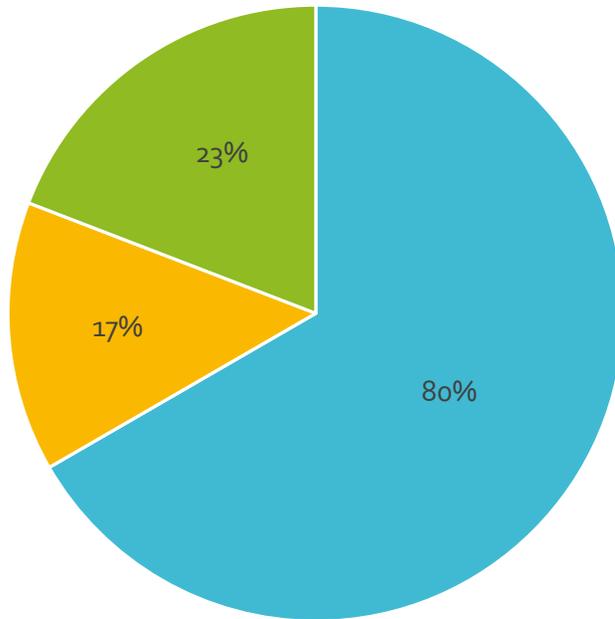


Valuation of Permits Issued





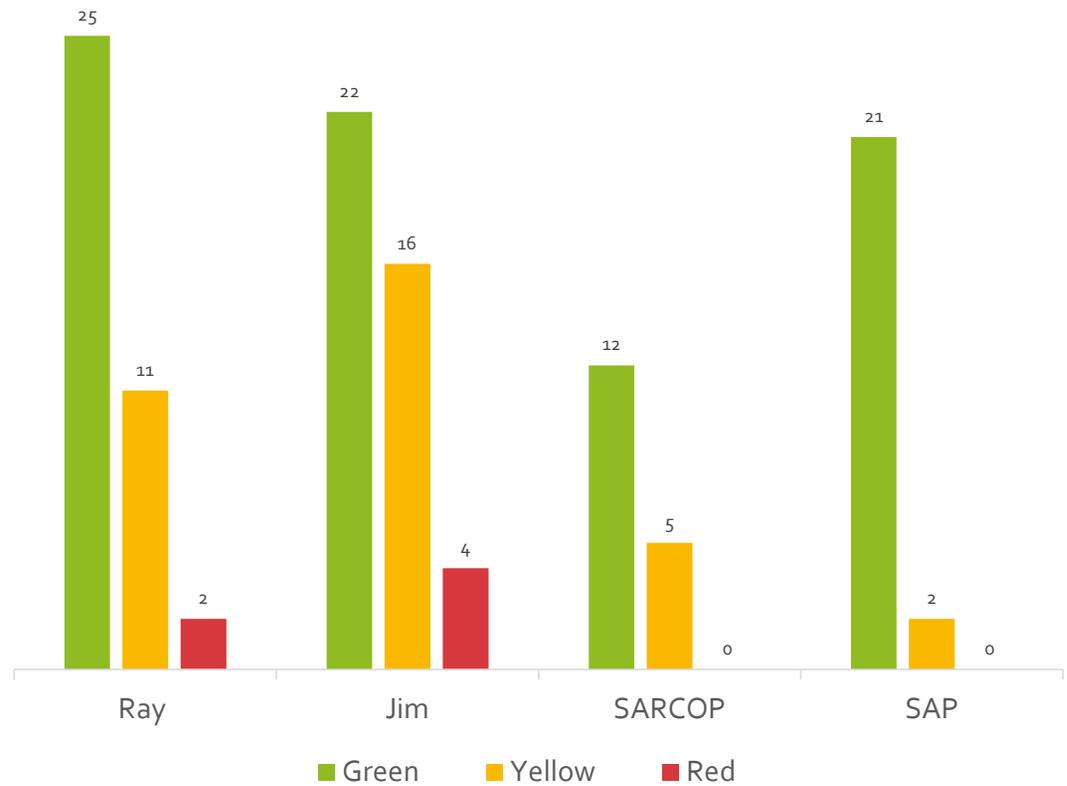
Inspections Performed

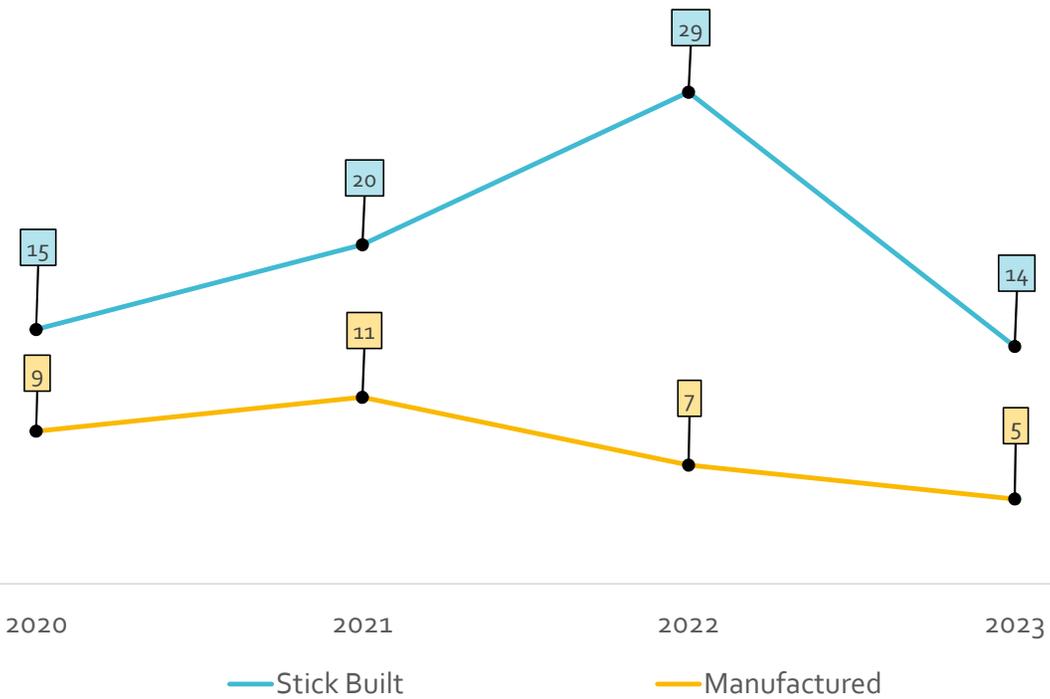


- Mono County
- Search and Rescue Common Operating Platform (SARCOP)
- Safety Assessment Program (SAP)

2023 Winter Disaster Inspections Performed

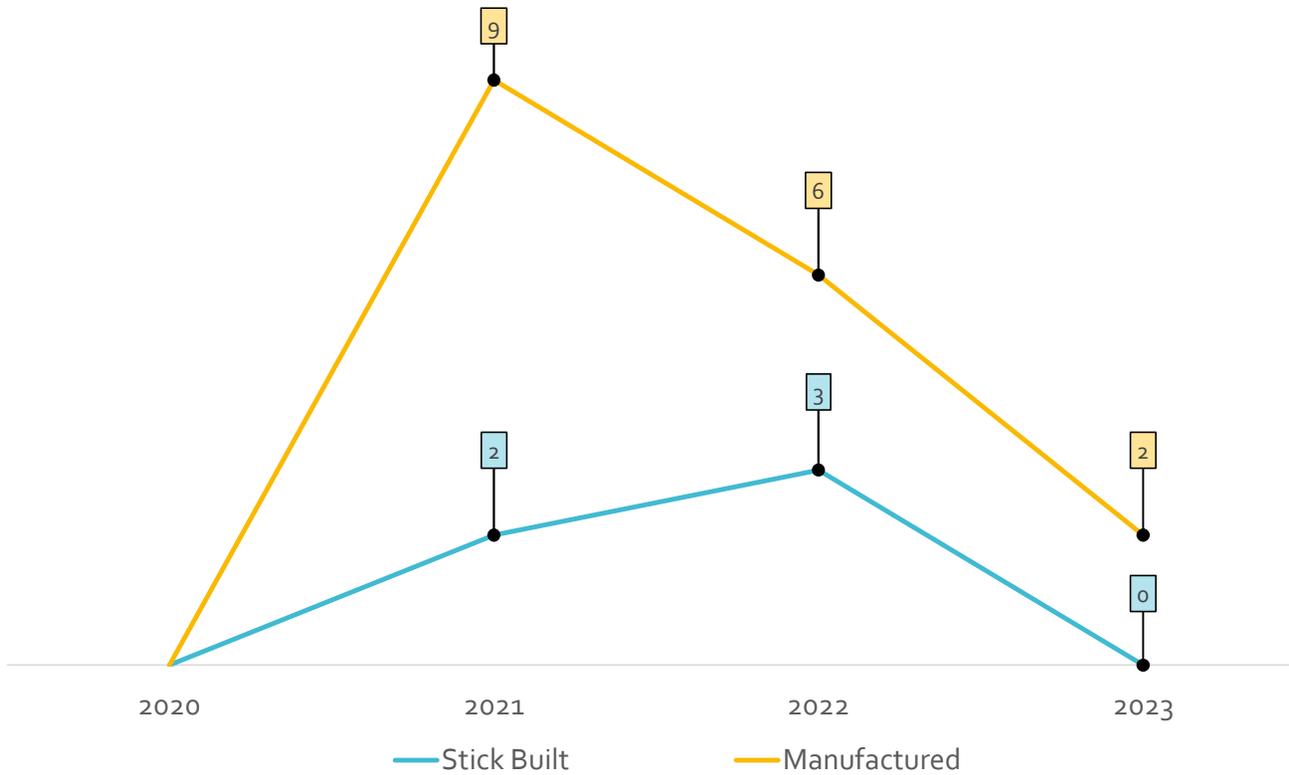
2023 Winter Disaster Tag Information





Home Permits Submitted By Construction Type

*not including MVF



MVF Home Permits Submitted By Construction Type

*A GREAT PLACE
TO LIVE
A GREAT PLACE
TO WORK*



RESPECTFULLY PREPARED BY MICHAEL JONES & TOM PERRY



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
4/4/2024 5:49 PM	County Counsel	Yes
3/27/2024 9:48 AM	Finance	Yes
4/4/2024 10:31 PM	County Administrative Office	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

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. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Southern California Edison Company v. California State Board of Equalization, et al. Case number: 30-2023-01328239-CU-MC-CXC

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
4/11/2024 3:40 PM	County Counsel	Yes
4/8/2024 3:26 PM	Finance	Yes
4/12/2024 5:48 AM	County Administrative Office	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2024

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 Scott Minder.

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
4/11/2024 3:40 PM	County Counsel	Yes
4/11/2024 12:32 PM	Finance	Yes
4/12/2024 5:47 AM	County Administrative Office	Yes

