



# AGENDA

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

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

### Regular Meeting December 6, 2022

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#### TELECONFERENCE INFORMATION

This meeting will be held both in person and via teleconferencing with some members of the Board possibly attending from separate teleconference and remote locations. As authorized by AB 361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings.

Teleconference locations will be available to the public:

1. First and Second Meetings of Each Month in the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Third Meeting of Each Month in the 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/86146846127> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 4684 6127.

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 ID 861 4684 6127. 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: [http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8](http://monocounty.granicus.com/MediaPlayer.php?publish_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8)

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

this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online at <http://monocounty.ca.gov/bos>. Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

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

**4. DEPARTMENT/COMMISSION REPORTS**

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

**5. CONSENT AGENDA**

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

**A. June Lake Citizens Advisory Committee Appointment**

Departments: Community Development

June Lake Citizens Advisory Committee Appointment.

**Recommended Action:** Appoint John Decoster to a four-year term on the June Lake Citizens Advisory Committee (CAC) and reappoint Janet Hunt for a four-year term, both expiring Dec. 31, 2026, as recommended by Supervisor Gardner.

**Fiscal Impact:** None, CAC meetings are included in the adopted Community Development Department budget.

**B. Access to Technology Grant Agreement**

Departments: Social Services

Board approval to enter into an Agreement with the California Department on Aging to receive grant funds for the Access to Technology grant program, designed to meet the needs of older adults and adults with disabilities to gain access to digital connectivity and technology to reduce isolation, increase social connections, and enhance self-confidence in navigating digital and online resources.

**Recommended Action:** Approve an Agreement between the California Department of Aging and Mono County in the amount of \$124,629 for the period of October 1, 2022 through December 31, 2024 and authorize the Board Chair to sign.

**Fiscal Impact:** Grant revenue and expenditures of \$124,629 are budgeted in the fiscal year 2022-23 approved department budget.

**C. Appropriation Transfer Request - Wildfire Mitigation Coordinator**

Departments: Emergency Management

Appropriation Transfer Request (ATR) of \$87,500 to increase the Administration budget (100-11-020) for funding of the Wildfire Mitigation Coordinator position. Funding will come from the CAL Fire County Coordinator Grant Program.

**Recommended Action:** Approve Appropriation Transfer request to Administration budget (requires 4/5ths vote).

**Fiscal Impact:** Will increase the Administration budget by \$87,500, funded with grant funds.

**D. Custodial Contract Amendment**

Departments: Public Works

Proposed contract Amendment with Jessica Coronado pertaining to Custodial and Campground Management Services Scope of Work.

**Recommended Action:** Approve Amendment 1 correction to Scope of Work in Contract for Jessica Coronado Custodial Service and authorize the County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** No additional Fiscal Impact. Current Contract annual limit remains at a not to exceed total of \$131,720.

**E. Bridgeport Banner Project**

Departments: Public Works - Facilities

Bridgeport Banner structure over US Highway 395 in Bridgeport.

**Recommended Action:**

1. Approve the attached bid package and authorize the Public Works Department to advertise the project for bids.
2. Authorize the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount less than or equal to allotted project funds of \$197,000.
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.

**Fiscal Impact:** The Bridgeport Banner Project is funded by Clean California Local Grant Program (CCLGP). Total available project funds are \$197,000. Exact project costs will be based on actual bids received. Contractor payments are not expected to have any added impact to the General Fund.

**F. Termination of Cost Share Agreement for COVID-19 Emergency Operations Center**

Departments: CAO, County Counsel, Finance

On March 16, 2020, the County, the Town of Mammoth Lakes, and the Mammoth Lakes Fire Protection District (MLFPD) entered into an agreement outlining the basis and methodology of allocating costs incurred collectively for the COVID-19 Emergency Operations Center. This agreement terminates that arrangement retroactive to December 31, 2020, and implements a 50/50 cost share between the County and Town for any unreimbursed costs after that date. This eliminates duplicate filings with FEMA by allowing each agency to process reimbursements between themselves directly. The Town and MLFPD have indicated their consent to sign following Board of Supervisors' approval.

**Recommended Action:** Approve agreement and authorize Board Chair to execute the agreement on behalf of the Board of Supervisors.

**Fiscal Impact:** None.

**6. CORRESPONDENCE RECEIVED**

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

**A. Los Angeles Department of Water and Power - Letter**

Departments: Clerk of the Board



10 minutes

(Bob Gardner, Chair of the Board ) - Read and discuss letter received from Los Angeles Department of Water and Power.

**Recommended Action:** Informational, provide direction if needed.

**Fiscal Impact:** None.

**7. REGULAR AGENDA - MORNING**

**A. Employment Agreement - Wildfire Mitigation Coordinator**

Departments: Emergency Management

10 minutes

(Chris Mokracek, Director of Emergency Management) - Proposed resolution approving a limited-term contract with Wendilyn Grasseschi as Wildfire Mitigation Coordinator, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve resolution R22-\_\_\_, approving the limited term contract with Wendilyn Grasseschi as Wildfire Mitigation Coordinator, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Total cost of salary for 2022-23 is approximately \$61,782, of which \$42,000 is salary, and \$19,782 is benefits.

**B. Employment Agreement - County Engineer**

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Proposed resolution approving an Employment Agreement with Kalen Dodd as County Engineer.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution R22-\_\_\_, approving a contract with Kalen Dodd as County Engineer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Total cost of salary and benefits for FY2022/2023 is approximately \$161,286, of which \$121,004 is salary, and \$40,282 is benefits. The prorated amount for the remainder of FY2022/2023 is \$94,083 total, with \$70,586 salary and \$23,498 benefits. This is included in the Public Works adopted budget.

**C. Employment Agreement with Tom Perry as Part-Time Building Official**

Departments: Community Development Department

10 minutes

(Wendy Sugimura, Community Development Director) - Consideration of an employment agreement with Tom Perry to serve as the Mono County Building Official on a part-time basis.

**Recommended Action:** Announce fiscal impact. Approve Resolution R22-\_\_\_\_, approving a contract with Tom Perry as Building Official, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Total cost of salary and benefits for FY 22-23 is \$42,227, of which \$36,564 is salary, and is covered by the Community Development Department's budget.

**D. Revised Regulatory Agreement with Victor Martinez for 71 Davison Street**

Departments: CAO

10 minutes

(Stacey Simon, County Counsel) - Proposed resolution of the Board of Supervisors of the County of Mono Authorizing the Execution and Recordation of an Amended Affordable Housing Regulatory Agreement with Option to Purchase and Release of Prior Regulatory Agreement for 71 Davison Road, Mammoth Lakes; Finding that the Board's Action is Exempt from Review Under the California Environmental Quality Act; and Taking Related Actions.

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

**Fiscal Impact:** None.

**E. Memorandum of Understanding with Correctional Deputy Sheriffs' Association**

Departments: Finance, CAO, County Counsel

15 minutes

(Janet Dutcher, Finance Director) - Proposed resolution adopting and approving a Memorandum of Understanding between the County and the Correctional Deputy Sheriffs' Association (CDSA), starting with the first full pay period following MOU ratification and continuing until December 31, 2025.

**Recommended Action:** Adopt proposed resolution R22-\_\_\_\_, Adopting and Approving a Memorandum of Understanding between the County and the CDSA.

**Fiscal Impact:** On a calendar year basis, approximately \$299,000 in 2023, \$326,000 in 2024, and \$310,000 in 2025. Total impact is approximately \$935,000, or 17% increase in total compensation. These amounts were not included in the Sheriff's adopted jail budget.

**F. Solid Waste Update**

Departments: Public Works - Solid Waste

10 minutes

(Paul Roten, Public Works Director, Justin Nalder, Solid Waste Superintendent ) - Presentation by Justin Nalder, Solid Waste Superintendent providing an update on Solid Waste operations and financing.

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

**Fiscal Impact:** None.

**G. Policy Discussion on Use of Recreational Vehicles (RVs) and Residences**

Departments: Community Development Department

45 minutes

(Wendy Sugimura, Community Development Director) - Discuss whether and/or how to allow the use of Recreational Vehicles (RVs), tiny homes on chassis, and/or trailers as residential housing in Mono County.

**Recommended Action:** 1). Receive the presentation and provide preferences and direction to staff. 2). Direct staff to conduct public outreach by taking the policy conversation to the Regional Planning Advisory Committees (RPACs) and the Planning Commission, and return to the Board with a presentation at a future meeting.

**Fiscal Impact:** None at this time. Policy discussion and public outreach is included in budgeted staff costs.

**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: 1.

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

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

**9. BOARD MEMBER REPORTS**

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

**ADJOURN**





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 6, 2022

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** June Lake Citizens Advisory  
Committee Appointment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

June Lake Citizens Advisory Committee Appointment.

**RECOMMENDED ACTION:**

Appoint John Decoster to a four-year term on the June Lake Citizens Advisory Committee (CAC) and reappoint Janet Hunt for a four-year term, both expiring Dec. 31, 2026, as recommended by Supervisor Gardner.

**FISCAL IMPACT:**

None, CAC meetings are included in the adopted Community Development Department budget.

**CONTACT NAME:** Michael Draper

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Attachment 1</a>

**History**

Time	Who	Approval
11/27/2022 6:28 AM	County Counsel	Yes
11/29/2022 10:19 AM	Finance	Yes

12/2/2022 12:31 PM

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

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

December XX, 2022

**TO:** Honorable Mono County Board of Supervisors  
**FROM:** Michael Draper, Principal Planner, for Bob Gardner, District 3 Supervisor  
**RE:** June Lake Citizens Advisory Committee Appointments

### RECOMENDATION

Appoint John Decoster to a four-year term on the June Lake Citizens Advisory Committee, expiring Dec. 31, 2026, and reappoint Janet Hunt for a four-year term, expiring Dec. 31, 2026, as recommended by Supervisor Gardner.

### FISCAL IMPACT

No fiscal impacts are expected.

### DISCUSSION

The June Lake Citizens Advisory Committee (JLCAC) may consist of up to 10 members. Current membership consists of five members. Supervisor Gardner recommends the appointment of John Decoster to a four-year term (see attachment), and the reappointment of Janet Hunt, prior to her term's expiration. With the new member, the June Lake Citizens Advisory Committee will consist of six members and four vacant seats. Terms last for four years and are staggered to facilitate smooth transitions. The following summarizes the status of appointments and CAC membership:

#### Proposed appointment to term expiring Dec. 31, 2026:

1. John Decoster

#### Proposed reappointment to term expiring Dec. 31, 2026:

2. Janet Hunt

#### Existing Members

3. Bob Marks
4. David Rosky
5. Julie Brown
6. Clair Landowski

#### Term Expires

12-31-24  
12-31-24  
12-31-26  
12-31-26

This staff report has been reviewed by the Community Development Director.

If you have questions regarding this matter, please contact Michael Draper at 760.924.1805 or Supervisor Gardner.

#### ATTACHMENTS:

- Application for John Decoster

# Regional Planning Advisory Committees

P.O. Box 347  
Mammoth Lakes, CA 93546  
760-924-1800 phone, 924-1801 fax  
commdev@mono.ca.gov

P.O. Box 8  
Bridgeport, CA 93517  
760-932-5420 phone, 932-5431 fax  
www.monocounty.ca.gov

## MEMBERSHIP APPLICATION

This application is for membership in the following RPAC (choose one):

- |  |   |
|--|---|
| <input type="checkbox"/> Antelope Valley   | <input checked="" type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil     | <input type="checkbox"/> Long Valley  |
| <input type="checkbox"/> Bridgeport Valley | <input type="checkbox"/> Mono Basin   |
| <input type="checkbox"/> Chalfant Valley   | <input type="checkbox"/> Swall Meadows  |

Name John DeCoster

Address PO Box 187

City/State/Zip June Lake, CA 93529

Phone (day) \_\_\_\_\_ Phone (eve.) \_\_\_\_\_

Email \_\_\_\_\_

Occupation/Business Management Consultant

Special interests or concerns about the community:

June Lake truly is a special place and I am happy to continue  
to be involved in our community.

Signature  Date 10/14/2022





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    December 6, 2022

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT**            Access to Technology Grant  
                                 Agreement

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Board approval to enter into an Agreement with the California Department on Aging to receive grant funds for the Access to Technology grant program, designed to meet the needs of older adults and adults with disabilities to gain access to digital connectivity and technology to reduce isolation, increase social connections, and enhance self-confidence in navigating digital and online resources.

**RECOMMENDED ACTION:**

Approve an Agreement between the California Department of Aging and Mono County in the amount of \$124,629 for the period of October 1, 2022 through December 31, 2024 and authorize the Board Chair to sign.

**FISCAL IMPACT:**

Grant revenue and expenditures of \$124,629 are budgeted in the fiscal year 2022-23 approved department budget.

**CONTACT NAME:** Kathy Peterson

**PHONE/EMAIL:** 7609241763 / kpeterson@mono.ca.gov

**SEND COPIES TO:**

Kathy Peterson

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Agreement</a>

History

Time

Who

Approval

11/27/2022 6:04 AM	County Counsel	Yes
11/29/2022 8:49 AM	Finance	Yes
12/2/2022 12:31 PM	County Administrative Office	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH  
Director

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

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



**To:** Mono County Board of Supervisors  
**From:** Kathryn Peterson, Social Services Director  
**Date:** November 16, 2022  
**Re:** Access to Technology Grant Agreement

### **RECOMMENDED ACTION**

Confirm BOS acceptance of the Access to Technology Grant Funds, and approve an Agreement between the California Department of Aging and Mono County in the amount of \$124,629 for the period of October 1, 2022 through December 31, 2024 and authorize the Board Chair to sign.

### **FISCAL IMPACT**

Grant revenue and expenditures of \$124,629 are budgeted in the fiscal year 2022-23 approved department budget.

### **BACKGROUND**

This California Department of Aging (CDA) made available to all county human services departments an opportunity to apply for Access to Technology (ATT) grant funding for a 27-month program (October 1, 2022 - December 31, 2024) to meet the needs of older adults (i.e., 60 years of age and older) and adults with disabilities to gain access to digital connectivity and technology to reduce isolation, increase social connections, and enhance self-confidence in navigating digital and online resources. This opportunity is in alignment with the California Governor's Master Plan on Aging.

Mono County Department of Social Services applied for the ATT funds and was awarded \$124,629. Allowable uses of the funds include, but are not limited to the following:

- § Providing technology, which may include, but is not limited to, laptops, tablets, and smartphones, to older adults and adults with disabilities.
- § Arranging for reliable internet access (via service plans) to older adults and adults with disabilities.
- § Broadband infrastructure improvements (telecommunications equipment, technologies, routers, fiber optic lines, etc.)
- § Developing or arranging for education and training of older adults and adults with disabilities on the use of technology.
- § Conducting outreach about the program.

Staff from the Social Services Department met with internal and external partners to develop a proposal for the program. In summary, the program will purchase subscriptions (which included hardware) to GrandPad® ([www.GrandPad.net](http://www.GrandPad.net)) for use by older adults and adults with disabilities. GrandPad® is a tablet specially designed for older adults, with large buttons and an intuitive interface, and simple video chatting. Digital literacy support and outreach about the program will also be provided. Please see attached for additional details about the proposed program.

Please don't hesitate to contact me if you have any questions.

Attachment: Proposed agreement between CDA and Mono County

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

AT-2223-26

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

Mono County

2. The term of this Agreement is:

START DATE

10/01/2022

THROUGH END DATE

12/31/2024

3. The maximum amount of this Agreement is:

\$124,629 One hundred twenty-four thousand six hundred twenty-nine and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A, Attachment 1	Grant Proposal	5
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B, Attachment 1	Contractor's Detailed Budget	6
Exhibit C	General Terms & Conditions	8

*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.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)  
SCM Vol. 1, 4.04 A.4

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**EXHIBIT A**  
**SCOPE OF WORK**

**1. GRANT AGREEMENT PARTIES:**

A. Mono County, hereafter referred to as Grantee, and the California Department of Aging (referred to as CDA, or Grantor, or the State) (each a Party, and collectively the Parties) enter into this agreement (Agreement) to provide services under the Access to Technology (ATT) Program administered by the California Department of Aging as detailed pursuant to the terms and conditions of this Agreement below.

**2. GRANT PERFORMANCE PERIOD:**

A. All work performed must be completed during the grant performance period from October 1, 2022 through December 31, 2024. No expenditure reports for work completed after December 31, 2024 will be paid.

**3. GRANT AGREEMENT MANAGERS:**

A. The Grant Agreement Managers during the term of this Agreement shall be:

State:	Department of Aging	Grantee:
Section/Unit:	Home and Community Living	Section/Unit:
Attention:	Brian T. Carter Contract Manager	Attention:
Address:	2880 Gateway Oaks Drive, Ste 200 Sacramento, CA 95833	Address:
Phone:	(916) 928-4669	Phone:
Email:	brian.carter@aging.ca.gov	Email:

Either Party may make changes to the contact names or information above by giving written notice to the other Party. Said changes shall not require an amendment to this Agreement.

**4. BACKGROUND**

Governor Newsom issued Executive Order (EO) N-73-20 to improve broadband speed and access in California, including improving download speeds for all Californians and to bridge the digital divide for two million Californians who lack broadband access. The EO specifies older adults as a priority population, particularly during the COVID-19 pandemic, as older adults are more vulnerable to COVID-19, are continuing to shelter in-place and may be experiencing reduced interactions with other people and their communities. This has led to increased risks of loneliness and isolation for older adults with potentially negative outcomes to mental and physical health. The EO is also in alignment with goal three of Governor's Newsom's Master Plan on Aging that prioritizes addressing the digital divide that directly impacts older adults.

In 2021, the Governor signed Assembly Bill (AB) 135 into law, which added Welfare & Institutions Code (WIC) section 9104, which required the California Department of Aging (CDA) to create the Access to Technology (ATT) program. This ATT program provides all Directors of County Human Services departments with the opportunity to apply for grant

funding provided by the CDA for the administration of services and supports in alignment with the Centers for Medicare & Medicaid Services (CMS) Home and Community Based Services (HCBS) spending plan. The ATT program is a 27-month program (October 1, 2022 - December 31, 2024) to meet the needs of diverse older adults and adults with disabilities to connect older adults and adults with disabilities to technology to help reduce isolation, increase connections, and enhance self-confidence. Grant funds appropriated for this pilot program are non-competitive and will be provided to all county human services departments (hereinafter known as “grantee”) that opt to participate.

**5. CONTRACTOR RESPONSIBILITIES:**

- A. Allowable uses of funds awarded to grantees that receive grant funding through this program include, but are not limited to the following:
  - 1. Purchase and provision of technology, which may include, but is not limited to, laptops, tablets, and smartphones, to older adults and adults with disabilities.
  - 2. Arranging for reliable internet access (via service plans) to older adults and adults with disabilities.
  - 3. Broadband infrastructure improvements (telecommunications equipment, technologies, routers, fiber optic lines, etc.)
  - 4. Developing or arranging for education and training of older adults and adults with disabilities on the use of technology.
  - 5. Conducting outreach about the program.
  - 6. Administration of the program, including data collection and reporting (not to exceed 10% of the total grant award).
  
- B. To carry out the responsibilities of this Agreement, Grantee should leverage existing programs that provide one or more of the services listed under section (A) above, if applicable, with the intent to provide maximum benefit to the greatest number of residents. If no existing Grantee programs provide one or more of the services listed under section (A) above, Grantee shall leverage its existing programs that is not providing one or more of the services listed under section (A) above, with the intent of providing maximum benefit to the greatest number of residents.
  
- C. Grantee shall ensure recipients of this program meeting the following eligibility criteria:
  - 1. Older adults (60 years of age and older) and adults with disabilities.
  
- D. Grantee shall develop and administer program evaluation and quality assurance tools, which may include but are not limited to, client satisfaction surveys and questionnaires.
  
- E. Grantee shall collect and maintain programmatic data for reporting (e.g., number of clients served, type and number of devices and equipment purchased), services being provided (e.g., internet data plans and digital literacy training), and other forms of programmatic data.
  
- F. Reporting Requirements:
  - 1. Grantee must submit a final report within 30 calendar days following the end of the award program period and no later than by January 31, 2025. This should include, but not be limited to, client satisfaction surveys, a narrative of lessons



learned and success stories. CDA will withhold reimbursement of the final monthly expenditure report until receipt and approval of the final report.

2. Grantee shall submit monthly expenditure reports and quarterly programmatic reports as required by CDA.
3. Grantee must be willing to participate in program evaluation efforts to be conducted by CDA or its designated representative at the end of the program period. The evaluation may include a brief survey, interviews, collecting sample success stories and documenting lessons learned.

## **6. Approvals**

- A. The Grantee shall obtain CDA's prior written approval of Grantee's program description as stated in sections 5 above, prior to the Grantee performing the required services as outlined in this agreement.
- B. All approvals, orders for correction, or disapprovals from the CDA shall be in writing. If the CDA rejects a program description, Grantee shall make required corrections within the time frame required by the CDA.

## **7. CDA Responsibilities**

- A. CDA Grant Agreement Manager shall provide guidance, information, and access to CDA staff as required by the Grantee to provide services under this Agreement.
- B. CDA shall approve the program description and other deliverables mentioned herein in a timely manner.

**EXHIBIT A, ATTACHMENT 1  
 Grant Proposal**

STATE OF CALIFORNIA  
 DEPARTMENT OF AGING  
**ACCESS TO TECHNOLOGY (ATT) PROGRAM**  
 REQUEST FOR APPLICATION – County Response Template



**Section I**

County Number: 26

County Name: Mono

Human Services Agency Name: Mono County Social Services

Contact Name	Contact Title	Contact email address	Contact phone number (w/extension if applicable)
Kathryn Peterson	Director, Social Services	kpeterson@mono.ca.gov	760/937-6518

**Section II**

	Yes	No
1) Does your county opt-in to participate in the ATT program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Do you agree to participate in program evaluation efforts to be conducted by CDA or its designated representative at the end of the program period? (The evaluation may include a brief survey, interviews, collecting sample success stories and documenting lessons learned.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- 3) List existing County programs your County will be leveraging to provide ATT program services (if any): Mono County Senior Services Program; In-Home Supportive Services; Mono County Behavioral Health
- 4) List any non-County programs your County will be leveraging to provide ATT program services (if any): Mono County Office of Education, Mono County Free Libraries
- 5) Did you include supporting documents that demonstrate aligned initiatives and commitments in supporting language and cultural diversity? (Yes/No) No

**Section III**

1) The minimum allocation for the ATT program is \$100,000. If your county desires an amount that is less than \$100,000, please enter the desired amount here (please enter whole numbers only):

\$ \_\_\_\_\_ n/a \_\_\_\_\_

2) This is a monthly reimbursement program. Do you agree to bill CDA monthly to be reimbursed for ATT program expenditures? (Yes/No) \_\_\_yes\_\_\_\_\_

3) Budget Attached – (Yes/No): \_\_\_yes\_\_\_\_\_

**Section IV**

1) Please check boxes below to indicate which ATT program services your County will provide to ATT program participants:

<input checked="" type="checkbox"/>	Providing technology, which may include, but is not limited to, laptops, tablets, and smartphones, to older adults and adults with disabilities.
<input checked="" type="checkbox"/>	Arranging for reliable internet access (via service plans) to older adults and adults with disabilities.
	Broadband infrastructure improvements (telecommunications equipment, technologies, routers, fiber optic lines, etc.)
<input checked="" type="checkbox"/>	Developing or arranging for education and training of older adults and adults with disabilities on the use of technology.
<input checked="" type="checkbox"/>	Conducting outreach about the program.
	Other – Not specifically stated above

2) Please provide a detailed description of how grant funding will be utilized to meet the Program Goals above and any intended uses not specifically stated above:

See **Exhibit A**, attached.

3) Additional Comments:

## **Exhibit A – Mono County**

### **Mono County Application for Access to Technology (ATT) Grant**

The following is a detailed description of how the Access to Technology grant funding will be used to meet ATT Program Goals:

#### **1. Provide technology, which may include, but is not limited to, laptops, tablets, and smartphones, to older adults and adults with disabilities.**

Mono will purchase approximately 60 subscriptions per year, for approximately two years, to GrandPad® ([www.GrandPad.net](http://www.GrandPad.net)) for use by older adults and adults with disabilities. The annual cost is \$780 and includes tablet hardware and device insurance.

GrandPad® is a tablet specially designed for older adults, with large buttons and an intuitive interface, simple video chatting, photo sharing, internet access, popular games, customized music, and a direct connection to family and caregivers. It works for a wide range of users, but the focus is on older adults who have little or no computer experience, have resisted conventional modern technology, have diminishing eyesight, motor skills, hearing, or cognition. It is available in English and Spanish languages.

Users have built-in 4G LTE connection and no passwords. Many older seniors who have never used a computer may find iPads and tablets confusing. GrandPad® comes set up and ready to use and protects personal information by blocking access from unknown third parties. A user can only receive incoming calls, video chats, or emails from a list of approved contacts, protecting the privacy of the user. This is particularly important for many older adults who fall prey to email and phone scams.

The Mono County Senior Services Manager and the Social Services Aid assigned to Senior Services in south county will outreach and identify candidates for the GrandPad® service with a focus on older adults without access to technology currently, and who have little or no computer experience, have resisted conventional modern technology, have diminishing eyesight, motor skills, hearing, or cognition.

Staff will order and set up the service and device for identified recipients, ensuring appropriate connection to family and friends, and digital literacy support (see section 3. Below). The Senior Services Manager is fluent in Spanish and will assist both Spanish and English-speaking participants.

The service comes with built-in access to 24/7 customer support, however, should recipients need additional tech support for use of the GrandPad®, the Senior Services Program Manager, south county Social Services Aid, and Pinon Ranch Consulting (see below), will assist.

Populations of focus for the service will include Mono County Senior Services Program enrollees (home delivered meal and congregate meal recipients); Social Services (In-Home Supportive Services recipients); Mono County Behavioral Health (Senior Breakfast participants; telehealth clients); Mono County Library (referrals and outreach); and other yet-to-be identified partners through outreach efforts.

## **Exhibit A – Mono County**

This strategy is expected to reduce social isolation and improve well-being by expanding access and increasing connections and communication with family members, friends, caregivers, healthcare professionals, community resources, and services.

### **2. Arrange for reliable internet access (via service plans) to older adults and adults with disabilities.**

Mono County will consider as a strategy providing access to Internet service subsidies to lower income households.

Mono will ensure connection between ATT program participants and the Affordable Connectivity Program. The Affordable Connectivity Program is an FCC benefit program that helps ensure that households can afford the broadband they need for work, school, healthcare and more. The benefit provides a discount of up to \$30 per month toward internet service for eligible households and up to \$75 per month for households on qualifying Tribal lands.

This strategy will be more fully developed if Mono County is awarded the grant.

### **3. Developing or arranging for education and training of older adults and adults with disabilities on the use of technology.**

Digital Literacy Support Strategy. With computerization or digitalization of most services, digital literacy is crucial to navigating our world today. Without a basic understanding our vulnerable, elderly population is especially disadvantaged. Mono County, through the ATT Program, will seek to address this through digital literacy support.

Mono County will subcontract with Matt Ulery of Pinon Ranch Consulting to offer education and training of older adults and adults with disabilities on the use of technology. Mr. Ulery has proven experience and a passion for teaching digital literacy to adults and providing technical support to users of a variety of digital devices, including personal computers, iPads, tablets, and cell phones. He will coordinate with the Mono County Free Libraries, Mono County Social Services, Mono County Behavioral Health, Mono County Senior Services Program, and others, to identify target populations and coordinate services.

Mr. Ulery will offer up to 15 technical support and learning sessions, using both small-group learning and one-to-one drop-in sessions, using participant-owned and county-owned digital devices (cell phones, iPads, tablets, GrandPad@s, etc.). Mono County has a very small population (less than approximately 2,500 residents who are 65 years or older) which allows for session-to-session participant directed flexibility. Sessions will be held using the public Wi-Fi available at the Antelope Valley Senior Center (the only formal Senior Center in Mono County) in northern Mono County, and at Community Centers and Libraries throughout the County.

The Mono Digital Literacy Support strategy aims to:



### Exhibit A – Mono County

- a. Enhance self-confidence by working to eliminate fears and doubts over ability to use technology and develop the confidence that comes from familiarity with and knowledge of the advantages and benefits that technology can offer.
- b. Educate older adults and adults with disabilities on how to use technology to assist in the basics of daily living, such as paying bills and grocery shopping, thereby helping them to continue living independently in their communities.

Topics of assistance will include, but not be limited to, the following:

- Connecting to social media tools to help individuals overcome social isolation, access resources for healthy aging including mental health, as well as slow the progress of cognitive impairment.
- Internet and Cell Phone Safety. Understand cyber awareness and security, including scam detection, password management, device settings to avoid cell phone spam calls, and more.
- Connecting to technology to provide greater access to resources and information, including how to connect to your local library.
- How to connect and communicate with family members, friends, caregivers, and healthcare professionals, community resources, and services.
- How to use the ReadyMono! ([ready.mono.ca.gov](http://ready.mono.ca.gov)) County website to:
  - Sign up for Emergency Alerts
  - Register for the Access and Functional Needs database so that emergency responders identify those who need additional assistance during an emergency
  - Learn how to use the Zone Haven application, and learn their emergency zone
  - Find out about Public Safety Power Shutoffs in their area
- How to download, connect to, and use the *MyStrength by Teledoc Health* application, a comprehensive digital program that offers evidence-based support for many types of emotional and physical challenges. *MyStrength* is recommended and supported by the Mono County Behavioral Health Department.

#### 4. Conduct outreach about the program

Mono County will develop outreach tools to advertise the program including, but not limited to the following strategies: flyers for program information; one-on-one invitation from Senior Services program staff to Senior Service Program and In-Home Supportive Services Program participants; social media outreach; County website promotion; partner outreach via Mono County Health and Human Services Departments (Social Services, Behavioral Health, Public Health), Mono County Free Libraries, community service groups, and other partners.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. GRANT AWARD**

- A. The total amount payable to Grantee pursuant to this Agreement shall not exceed the grant award amount of \$124,629.00.
- B. It is agreed and understood that this grant award amount is a ceiling and that CDA will only reimburse the allowable cost of services rendered or goods purchased as authorized by CDA at or below the grant award amount.

**2. EXPENDITURE OF FUNDS**

- A. The Grantee shall expend all funds received hereunder in accordance with this Agreement.
- B. The Grantee agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

**3. ACCOUNTABILITY FOR FUNDS**

- A. The Grantee shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Grantee, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.

**4. FINANCIAL MANAGEMENT SYSTEMS**

The Grantee shall meet the following standards for its financial management systems.:

- A. Financial Reporting.
- B. Accounting Records.
- C. Complete Disclosure.
- D. Source Documentation.
- E. Internal Control.
- F. Budgetary Control.
- G. Cash Management (written procedures).
- H. Allowable Costs (written procedures).

**5. FUNDING CONTINGENCIES**

A. PAYMENTS:

The State shall reimburse Grantee with Access to Technology Grant funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

1. The Grantee shall submit monthly expenditures for the Access to Technology Grant in an electronic format reporting costs and funding for the month prior. The Grantee shall report utilizing the CDA online Local Finance Reporting System, found at <https://expenditures.aging.ca.gov>, no later than the last business day of each month unless otherwise specified by CDA. Email [finance@aging.ca.gov](mailto:finance@aging.ca.gov) for user access.
2. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Grantee of any disputed expenditures.

Payments shall be based on monthly expenditure reports as outlined within this exhibit.

3. The Grantee shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
4. Upon written request by CDA, Grantee shall submit additional documentation or justification to support the reported expenditure.
5. Grantee shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
  - a. Expedite Fees
    - I. If the agreement is executed late to no fault of CDA then the Grantee may be liable for the incurred processing fees.
    - II. If the agreement is executed late due to CDA's handling then CDA shall cover the incurred processing fees.
6. The Grantee shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

B. BUDGET CONTINGENCY CLAUSE:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.



2. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.
3. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
4. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

C. PROMPT PAYMENT CLAUSE:

1. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

D. BUDGET DETAIL:

1. At the sole discretion of the CDA and for the purposes of accounting, the CDA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
2. Grantee must submit a final monthly expenditure report within 30 calendar days following the end of the program period and no later than January 31, 2025.
3. Travel Reimbursement:

The Grantee shall not be reimbursed for any travel-related expenses. Any and all travel shall be at the expense of the Contractor.

**EXHIBIT B, ATTACHMENT 1  
 Contractor's Detailed Budget**

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**ACCESS TO TECHNOLOGY BUDGET PROGRAM**  
 CDA 3003 (NEW 06/2022)



**ACCESS TO TECHNOLOGY PROGRAM: BUDGET SUMMARY**

<b>CONTRACT #:</b>		<b>AT- 2223 - 26</b>	
<b>Budget Period:</b>	October 1, 2022 - December 31, 2024	<b>Original:</b>	<input checked="" type="checkbox"/>
		<b>Revision #:</b>	
		<b>Date:</b>	08/27/2022
		<b>County:</b>	26

Cost Category	HCBS Fund
<b>Access To Technology- Administration</b>	<b>HCBS Fund</b>
Personnel	\$ 2,455
Operating Expenses	\$ 1,360
Indirect Administration	\$ 381
Access To Technology- Administration (maximum 10%)	\$ 4,196
<b>Access To Technology- Program</b>	<b>HCBS Fund</b>
Direct Services	\$ 109,540
Indirect Program	\$ 893
Subcontractor Services	\$ 10,000
Access To Technology Program	\$ 120,433
<b>Total Access To Technology Budget</b>	<b>\$ 124,629</b>

Payment Method: Reimbursement  Request for Funds

Federally Approved Indirect Cost Rate(s): 0.0%

For questions or accessibility assistance with this financial document, please contact: [Finance@aging.ca.gov](mailto:Finance@aging.ca.gov)

FOR STATE USE ONLY			
Local Finance Bureau Analyst:	Date:	Local Finance Bureau Manager:	Date:
<i>Jinghui Deng</i>	09/14/2022	<i>Adrian Leung</i>	9/14/2022



STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**ACCESS TO TECHNOLOGY PROGRAM BUDGET**  
 CDA 3003 (NEW 06/2022)

**ACCESS TO TECHNOLOGY PROGRAM: ADMINISTRATION**

<b>CONTRACT #:</b>		<b>AT- 2223</b>		<b>26</b>	
<b>Budget Period:</b>	October 1, 2022 - December 31, 2024	<b>Original:</b>	<input checked="" type="checkbox"/>	<b>Revision #:</b>	<b>Date:</b> 08/27/2022 <b>County:</b> 26

<b>Personnel Costs</b>			
Position Classification	Annual FTE Wage Rate	FTE % of Time Worked	Total
Senior Services Supervisor	62,963	3.0%	\$ 1,889
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
Total Salaries & Wages:			\$ 1,889
Staff Benefits:			\$ 566
Total Personnel:			\$ 2,455
<b>Operating Expenses</b>			
Rent			
Equipment/Property (Items may require CDA approval)			
Supplies			
Travel (Describe):			
Consultant Costs			
Training			
Purchased Access to Technology Program Services			\$ 1,360
Other Costs (Describe):			
Total Operating Expenses:			\$ 1,360
<b>Indirect Administration (maximum 10% of Modified Total Direct Costs):</b>			<b>\$ 381</b>
<b>Access To Technology Program- Administration Budget Total:</b>			<b>\$ 4,196</b>

Items that require CDA approval, per Standard Agreement exhibits, must be itemized on the Equipment/Property Budgeted pages (5 & 6)

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**ACCESS TO TECHNOLOGY PROGRAM BUDGET**  
 CDA 3003 (NEW 06/2022)



**ACCESS TO TECHNOLOGY PROGRAM BUDGET: DIRECT SERVICES**

<b>CONTRACT #:</b>		<b>AT- 2223</b>		<b>26</b>	
<b>Budget Period:</b>	October 1, 2022 - December 31, 2024	<b>Original:</b>	<input checked="" type="checkbox"/>	<b>Revision #:</b>	<b>Date:</b> 08/27/2022 <b>County:</b> 26

<b>Personnel Costs</b>			
Position Classification	Annual FTE Wage Rate	FTE % of Time Worked	Total
Senior Services Supervisor	62,963	6.0%	\$ 3,778
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
<b>Total Salaries &amp; Wages:</b>			<b>\$ 3,778</b>
<b>Staff Benefits:</b>			<b>\$ 1,133</b>
<b>Total Personnel:</b>			<b>\$ 4,911</b>
<b>Operating Expenses</b>			
Rent			
Equipment/Property (Items may require CDA approval)			
Supplies			
Travel (Describe):			
Consultant Costs			
Training			
Purchased Access to Technology Program Services			\$ 104,629
Other Costs (Describe):			
<b>Total Operating Expenses:</b>			<b>\$ 104,629</b>
<b>Indirect Program (maximum 10% of Modified Total Direct Costs):</b>			<b>\$ 893</b>
<b>Access To Technology Program- Direct Services Budget Total:</b>			<b>\$ 110,433</b>

Items that require CDA approval, per Standard Agreement exhibits, must be itemized on the Equipment/Property Budgeted pages (5 & 6)



STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**ACCESS TO TECHNOLOGY PROGRAM BUDGET**  
 CDA 3003 (NEW 06/2022)

**ACCESS TO TECHNOLOGY PROGRAM: SUBCONTRACTOR SERVICES**

<b>CONTRACT #:</b>		<b>AT- 2223</b>		<b>26</b>	
<b>Budget Period:</b>	October 1, 2022 - December 31, 2024	<b>Original:</b>	<input checked="" type="checkbox"/>	<b>Revision #:</b>	<b>Date:</b> 08/27/2022 <b>County:</b> 26

Subcontractor	HCBS Fund
Name: Pinon Ranch Consulting	\$ 10,000
Address: 305 Pinon Drive, Bishop, CA 93514	
Phone#: (760) 937-8199	
Contact: Matthew Ulery matt@pinonranchconsulting.com	
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
<b>Access To Technology Program- Subcontractor Services Total:</b>	<b>\$ 10,000</b>

Budgeted Contracted expenses from all funding sources



STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**ACCESS TO TECHNOLOGY PROGRAM BUDGET**  
 CDA 3003 (NEW 06/2022)

**ACCESS TO TECHNOLOGY PROGRAM: EQUIPMENT/PROPERTY BUDGETED**

<b>CONTRACT #:</b>		<b>AT- 2223 26</b>	
<b>Budget Period:</b>	October 1, 2022 - December 31, 2024	<b>Original:</b>	<input checked="" type="checkbox"/>
<b>Revision #:</b>		<b>Date:</b>	08/27/2022
<b>County:</b>	26		

**Instructions:**

- List the projected Equipment/Property purchases anticipated for the term of the Standard Agreement.
- Equipment/Property, costing more than \$5000 per unit or any computing devices, regardless of cost must be included on the list.
- **Note:** A desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit.

Item Description	Item Quantity	Per Unit Cost	Total Cost
<b>Administration Equipment/Property (pg. 2)</b>			
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
<b>Administration Equipment/Property Total:</b>			\$ 0
<b>Direct Equipment/Property (pg. 3)</b>			
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
<b>Direct Equipment/Property Total:</b>			\$ 0



STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**ACCESS TO TECHNOLOGY PROGRAM BUDGET**  
 CDA 3003 (NEW 06/2022)

**ACCESS TO TECHNOLOGY PROGRAM: EQUIPMENT/PROPERTY BUDGETED (cont.)**

**Instructions:**

- List the projected Equipment/Property purchases anticipated for the term of the Standard Agreement.
- Equipment/Property, costing more than \$5000 per unit or any computing devices, regardless of cost must be included on the list.
- **Note:** A desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit.

Item Description	Item Quantity	Per Unit Cost	Total Cost
<b>Subcontractor Equipment/Property (pg. 4)</b>			
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
<b>Subcontractor Equipment Total:</b>			\$ 0
<b>Access To Technology Program- Equipment/Property Budgeted Total:</b>			\$ 0

Signature is required. Type or print name, title, and date below.

<b>Signature</b> Kathy Peters on	<small>Digitally signed by Kathryn Peterson                  DN: cn = Kathryn Peterson, email =                  kpeterson@mono.ca.gov, c = US, o =                  Mono County, ou = Social Services                  Date: 2022.08.28 17:30:12 -0800</small> <b>Kathryn Peterson</b>	<b>Title</b> Director, Social Services	<b>Date</b> 08/27/2022
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**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. APPROVAL**

This Agreement is of no force or effect until signed by both parties. The Grantee may not expend for activities performed prior to the commencement date or completed after the termination date of this Agreement.

**2. ASSIGNMENT**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CDA Agreement Manager or designee in the form of a formal written amendment.

**3. GOVERNING LAW**

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

**4. STATE AND FEDERAL LAW**

It is the responsibility of the Grantee to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Grantee shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

**5. GRANTEE COMMITMENTS**

The Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications in support of its request for funding.

**6. PERFORMANCE AND ASSURANCES**

The Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

**7. AGENCY**

A. In the performance of this Agreement, the Grantee and its agents, employees, and its subgrantees shall act in an independent capacity and not as officers, employees, or agents of the CDA.

B. The Grantee is solely responsible for all activities supported by the Grant.



- C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.
- D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

## **8. MUTUAL LIABILITY**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

## **9. UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

## **10. CONTRACTORS/CONSULTANTS**

The Grantee, and the agents and employees of Grantee, in the performance of this Agreement, are not officers, employees, or agents of the CDA. The Grantee's obligation to pay its Contractors/Consultants is an independent obligation from the CDA's obligation to make payments to the Grantee. Grantee agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Grantee's overall responsibility for the management of the project, and the Grantee shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

## **11. NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Grantee and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Grantee and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (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. Grantee and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The

Grantee must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

## **12. EXCISE TAX**

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

## **13. DISPUTES**

The Grantee must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Grantee must file a "Notice of Dispute" with the CDA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDA Agreement Manager or designee must meet with the Grantee for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

## **14. DISPUTE RESOLUTION**

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of the Division of Home and Community Living (DHCL) at [dhcl@aging.ca.gov](mailto:dhcl@aging.ca.gov). The decision of the CDA DHCL Deputy Director shall be final. Unless otherwise instructed by the CDA Grant Agreement Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

## **15. RIGHT TO TERMINATE**

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDA, CDA must pay all responsible costs and non-cancellable obligations incurred by the Grantee as of the date of termination.

## **16. TERMINATION FOR CAUSE**

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDA shall reimburse the Grantee for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

## **17. FORCE MAJEURE**

The Grantee shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

## **18. SUSPENSION OF PAYMENTS**

Reimbursement under this Agreement may be suspended or terminated, or both, and Grantee may be subject to debarment if CDA determines that Grantee has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and emailed to CDA, Legal Office at [Legal@CDA.ca.gov](mailto:Legal@CDA.ca.gov).

## **19. BREACH PROVISIONS**

The Grantee may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDA shall provide in writing a Notice of Breach to the Grantee within ten (10) calendar days upon discovery of breach. Grantee shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Grantee fails to cure the breach within the time prescribed by this Agreement, CDA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDA determines that Grantee is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Agreement, and if Grantee does not remedy any such failure in a reasonable manner, CDA may withhold all or any portion of the grant funding and take any other action that CDA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Grantee and CDA notifies Grantee of its decision not to release funds that have been withheld pursuant to Exhibit C, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDA may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDA notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Grantee and CDA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by CDA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

## **20. PUBLICITY AND ACKNOWLEDGEMENT**

The Grantee agrees that it will acknowledge CDA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Grantees may not use the CDA logo.

## **21. NEWS RELEASES/PUBLIC CONFERENCES**

The Grantee agrees to notify the CDA in writing at least two (2) business days before any news releases or public conferences are initiated by the Grantee or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

## **22. SCOPE OF WORK AND BUDGET CHANGES**

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDA approval and, at its discretion, CDA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDA will respond in writing as to whether the proposed changes are accepted.

## **23. REPORTING REQUIREMENTS**

The Grantee agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

## **24. EQUIPMENT**

Purchase of equipment not included in the approved Budget requires prior approval.

## **25. CLOSEOUT**

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final expenditure report and financial closeout report, and resolution of any performance or compliance issues.

## **26. CONFIDENTIAL AND PUBLIC RECORDS**

The Grantee and CDA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDA has the sole authority to determine whether the information is exempt from public release. If CDA deems the data exempt, it shall maintain such information as confidential and notify the Grantee of any requests for release of the information.

## **27. PROPERTY DAMAGE CLAIMS PROCESS**

Should a property owner claim damages arising under, related to or involving this Agreement, the Grantee shall forward the property owner's written request for compensation to the CDA Agreement Manager. The written request shall be fully supported by factual information. The Deputy Director or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDA's decision, the property owner may file a claim with the California Department of General Services.

## **28. AMENDMENTS**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirement and restrictions of this paragraph.

## **29. COPYRIGHT**

- A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).
- B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.
- C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

## **30. RECORDS**

- A. Communications, grant related documents, data, original receipts, and monthly expenditure reports must be maintained by the Grantee and shall be made available to CDA upon request.
- B. The Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.
- C. The Grantee shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to CDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents, and records for five years following project termination or issuance of final payment, whichever is later.
- D. The Grantee shall keep such records as CDA shall prescribe, including records which fully disclose:
  - i. The disposition of the proceeds of CDA funding assistance;
  - ii. The total cost of the project in connection with such assistance that is given or used;
  - iii. The amount and nature of that portion of the project cost supplied by other sources; and
  - iv. Any other such records that will facilitate an effective audit.
- E. The Grantee agrees that CDA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. The Grantee shall maintain and make available for inspection by CDA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the Grantee for at least five years following project termination or issuance of final payment, whichever is later.
- F. The Grantee shall use a generally accepted accounting system as outlined within the Grant Procedures Manual.

### **31. SEVERABILITY**

If any provision of this Agreement or the application thereof is invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

### **32. APPLICABLE LAW**

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the

parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 6, 2022

**Departments: Emergency Management**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Appropriation Transfer Request -  
Wildfire Mitigation Coordinator

**AGENDA DESCRIPTION:**

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

Appropriation Transfer Request (ATR) of \$87,500 to increase the Administration budget (100-11-020) for funding of the Wildfire Mitigation Coordinator position. Funding will come from the CAL Fire County Coordinator Grant Program.

**RECOMMENDED ACTION:**

Approve Appropriation Transfer request to Administration budget (requires 4/5ths vote).

**FISCAL IMPACT:**

Will increase the Administration budget by \$87,500, funded with grant funds.

**CONTACT NAME:** Chris Mokracek

**PHONE/EMAIL:** 760-924-4633 / cmokracek@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
11/27/2022 6:04 AM	County Counsel	Yes
11/18/2022 3:04 PM	Finance	Yes



12/2/2022 12:31 PM

County Administrative Office

Yes



**OFFICE OF EMERGENCY MANAGEMENT  
COUNTY OF MONO**

**Chris Mokracek, Director  
(760) 924-4633**

**Date:** December 6, 2022  
**To** Honorable Board of Supervisors  
**From** Chris Mokracek, Director of Emergency Management  
**Subject** Approve Increase in Appropriations for Wildfire Mitigation Coordinator

**Recommended Action:**

Approve requested increase in appropriations of \$87,500 as recommended in Attachment A, or as amended (requires 4/5ths approval).

**Discussion:**

This item is a request for an increase in revenues and budgeted appropriations increase in budget unit 100-11-020. The need for the appropriation increase is to fund the Wildfire Mitigation Coordinator position for the balance of FY2023. This appropriation is being funded through the 2022 California Fire Safe Council's Cal Fire County Coordinator Grant. We propose and request approval for the following adjustments to cover salary/benefits and operating expenses.

**Attachment:**

Attachment A - Signed Appropriation Transfer Request indicating Board approval is required













# Appropriation Transfer Request Form Wildfire Mitigation Coordinator

Final Audit Report

2022-11-16

Created:	2022-11-16
By:	Chris Mokracek (cmokracek@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu1zkpUXEbHSC_B8I6D5McX0-Nsg8kDX6

## "Appropriation Transfer Request Form Wildfire Mitigation Coordinator" History

-  Document created by Chris Mokracek (cmokracek@mono.ca.gov)  
2022-11-16 - 10:06:06 PM GMT - IP address: 162.252.88.209
-  Document e-signed by Chris Mokracek (cmokracek@mono.ca.gov)  
Signature Date: 2022-11-16 - 10:08:21 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Document emailed to Megan Chapman (mchapman@mono.ca.gov) for signature  
2022-11-16 - 10:08:22 PM GMT
-  Email viewed by Megan Chapman (mchapman@mono.ca.gov)  
2022-11-16 - 10:29:01 PM GMT - IP address: 162.252.88.212
-  Document e-signed by Megan Chapman (mchapman@mono.ca.gov)  
Signature Date: 2022-11-16 - 10:29:20 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Document emailed to Janet Dutcher (jdutcher@mono.ca.gov) for signature  
2022-11-16 - 10:29:21 PM GMT
-  Email viewed by Janet Dutcher (jdutcher@mono.ca.gov)  
2022-11-16 - 10:29:53 PM GMT - IP address: 162.252.90.161
-  Document e-signed by Janet Dutcher (jdutcher@mono.ca.gov)  
Signature Date: 2022-11-16 - 10:30:39 PM GMT - Time Source: server- IP address: 162.252.90.161
-  Document emailed to Robert Lawton (rlawton@mono.ca.gov) for signature  
2022-11-16 - 10:30:40 PM GMT
-  Email viewed by Robert Lawton (rlawton@mono.ca.gov)  
2022-11-16 - 10:48:35 PM GMT - IP address: 64.134.148.12





Document e-signed by Robert Lawton (rlawton@mono.ca.gov)

Signature Date: 2022-11-16 - 10:48:59 PM GMT - Time Source: server- IP address: 64.134.148.12



Agreement completed.

2022-11-16 - 10:48:59 PM GMT



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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 6, 2022

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Custodial Contract Amendment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Proposed contract Amendment with Jessica Coronado pertaining to Custodial and Campground Management Services Scope of Work.

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### RECOMMENDED ACTION:

Approve Amendment 1 correction to Scope of Work in Contract for Jessica Coronado Custodial Service and authorize the County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

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### FISCAL IMPACT:

No additional Fiscal Impact. Current Contract annual limit remains at a not to exceed total of \$131,720.

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**CONTACT NAME:** Jason Davenport

**PHONE/EMAIL:** 760.932.5443 / jdavenport@mono.ca.gov

---

### SEND COPIES TO:

Jason Davenport

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Attachment A - Amended Agreement</a>
<input type="checkbox"/> <a href="#">Attachment B - Backup Material - Scope of Work</a>
<input type="checkbox"/> <a href="#">Attachment B - Backup Material - Fee Schedule</a>

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/21/2022 9:19 AM	County Counsel	Yes
11/18/2022 3:06 PM	Finance	Yes
12/2/2022 12:32 PM	County Administrative Office	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

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

**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jason Davenport, Facilities Division  
**Date:** 12/09/2022  
**Re:** Jessica Coronado Custodial Contract Scope of Work Amendment 1

**Recommended Action:**

Approve Amendment 1 correction to Scope of Work in Contract for Jessica Coronado Custodial Service and authorize the County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:**

No additional Fiscal Impact / Current Contract annual limit not to exceed total = \$131,720

**Discussion:**

This Contract is for Custodial and Campground Management services currently provided by Jessica Coronado.

Amendment 1 to address inconsistencies between Contract Scope of Work and Contract Schedule of Fees.

The last five Facilities on the Scope of Work Facility Table did not transfer or appear in original agreement.

Attachment B – Fee Schedule is correct, and no adjustments needed.

**Attachments:**

Attachment A – Contract Amendment

Attachment B – Backup Material – Fee Schedule and Scope of Work





**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT BETWEEN THE COUNTY OF MONO AND  
JESSICA CORONADO FOR THE PROVISION OF  
CUSTODIAL AND CAMPGROUND MANAGEMENT SERVICES**

This Agreement and First Amendment is entered into December 6, 2022 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Jessica Coronado of Dayton, Nevada (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about November 1, 2022 and pertaining to Contractor's provision of Custodial and Campground Management services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

**WHEREAS**, the parties entered into the Contract for the purpose of Contractor providing Custodial and Campground Management services; and

**WHEREAS**, subsequently, Contractor and County determined that it would be beneficial to both parties for the Contract scope of work be corrected to include the following service locations as per the Fee Schedule Attachment B1: Crowley Community Center, Crowley Sheriff Substation, Crowley Park, Crowley Skate Park and Crowley Ballfield; and

**WHEREAS**, accordingly, there is a need to amend the scope of work to provide for such services.

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

1. The Scope of Work (Exhibit A) is hereby amended to add the following Facilities: Crowley Community Center, Crowley Sheriff Substation, Crowley Park, Crowley Skate Park, and Crowley Ballfield
2. All other provisions of the Contract not modified herein shall remain in full force and effect.

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

**COUNTY OF MONO:**

\_\_\_\_\_  
Robert C. Lawton, County  
Administrative Officer

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
*[Signature]*

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

**CONTRACTOR:**

\_\_\_\_\_  
*[Signature]*  
Jessica Coronado

\_\_\_\_\_  
*11/15/22*  
Date






# CUSTODIAL CONTRACT AMENDMENT 1 2022 JESSICA CORONADO 2022

Final Audit Report

2022-11-15

Created:	2022-11-15
By:	Jason Davenport (jdavenport@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2W2M2v823rLTOpVhUvdoPVZ6f8LRtuyv

## "CUSTODIAL CONTRACT AMENDMENT 1 2022 JESSICA CORONADO 2022" History

-  Document created by Jason Davenport (jdavenport@mono.ca.gov)  
2022-11-15 - 10:17:53 PM GMT - IP address: 162.252.90.161
-  Document emailed to Christopher Beck (cbeck@mono.ca.gov) for signature  
2022-11-15 - 10:18:45 PM GMT
-  Email viewed by Christopher Beck (cbeck@mono.ca.gov)  
2022-11-15 - 11:03:33 PM GMT - IP address: 162.252.88.209
-  Document e-signed by Christopher Beck (cbeck@mono.ca.gov)  
Signature Date: 2022-11-15 - 11:04:11 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Agreement completed.  
2022-11-15 - 11:04:11 PM GMT



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND JESSICA CORONADO  
FOR THE PROVISION OF CUSTODIAL AND CAMPGROUND MANAGEMENT  
SERVICES**

**TERM:**

**FROM: 11/01/2022            TO: 06/30/2025**

**SCOPE OF WORK:**

**SCOPE OF WORK:**

Contractor shall provide all labor, equipment, materials, supplies, transportation, taxes, and cover all other costs required to perform custodial and campground site management services for the County.

In general, services and work shall consist of the following:

**I. CUSTODIAL SERVICES:**

- A. Contractor shall provide year-round custodial services at five County Community Centers (Walker/Antelope Valley, Bridgeport, Lee Vining, June Lake, and Chalfant), two County offices (Walker Senior Center and Walker Career Services Center), a Sheriff's substation (June Lake), and eight park restrooms (Benton, Chalfant, Gull Lake, Gus Hess, Mono Lake Park, Bridgeport, Mountain Gate, and Walker).
- B. In addition, Contractor shall provide seasonal custodial services (April 15 through November 15 of each year) for restrooms at six County parks and ballfields (Bridgeport Ballfield, Bridgeport Marina, June Lake Ballfield, Crowley Park, Crowley Skate Park and Crowley Ballfield).
- C. The actual days of the week that custodial services will be provided by Contractor shall be determined by Contractor in coordination with Public Works staff and community center site coordinators to avoid conflicts with scheduled uses or activities.
- D. Contractor is obligated to ensure that the facilities are clean and sanitary to the satisfaction of County. Contractor shall determine the frequency and types of cleaning that are required to meet that obligation. However, Contractor is advised that due to the nature of facility use, *most* community centers and outdoor restrooms will require at least one cleaning on weekends.

**II. CAMPGROUND MANAGEMENT SERVICES: (OPTION)**

- A. Seasonal management of the County's Lundy Lake Campground consists of collecting fees, providing custodial services at campground restrooms, and furnishing a campground host. Host responsibilities include verifying that overnight camping fees are paid, ensuring that restrooms are properly supplied, and notifying campers of campground rules and policies, and notifying Public Works staff of operational problems or necessary maintenance or repairs.

Handling of overnight camping fees by the host is prohibited; guests are required to deposit fees in secured self-service fee boxes and Contractor will be responsible for collecting and transporting fee envelopes to Public Works.

**III. MISCELLANEOUS PROVISIONS:**

- A. Contractor shall promptly notify Public Works staff if Contractor discovers the need for maintenance or repair at any of the facilities at which the services and work are being performed.
- B. Services and work shall be completed consistent with generally-accepted practices for the industry.
- C. Tasks may be added or deleted from the Scope of Work by amendment to this Agreement or as otherwise authorized in paragraph D below. In the event the need for an additional task is identified which requires contract amendment, the Scope of Work and payment to Contractor will be negotiated between Contractor and Public Works staff. If negotiations for additional services are unsuccessful, the County may elect to contract separately for the services.

- D. During the term of this Agreement, the County may install recycling receptacles at several of the facilities.

Upon installation, service of these receptacles and delivery of the materials to a County-determined redemption center, or other location, may be requested. The associated redemption value for the materials shall be retained by the County. The cost of providing this additional service for each facility shall be \$13.00 per facility per month and shall not be compensated unless such services are requested in writing by County.

**SITE LOCATIONS & DESCRIPTIONS:**

The County facilities at which custodial and campground management services are requested are described as follows:

Facility	Location	Community	Flooring	Size
Benton Community Center	58869 U.S. Highway 6	Benton	Vinyl	3,680 sf
Benton (Ida Lynn) Park Restroom	58869 U.S. Highway 6	Benton	Concrete	322 sf
Bridgeport Ballfield Restroom	576 Aurora Canyon Road	Bridgeport	Concrete	-300 sf
Bridgeport Marina Restroom	200 Ramp Road	Bridgeport	Concrete	314 sf
Bridgeport Park Restroom	129 Emigrant Street	Bridgeport	Concrete	160 sf
Chalfant Community Center	123 Valley Road	Chalfant	Vinyl & carpet	1,838 sf
Chalfant Park Restroom	123 Valley Road	Chalfant	Concrete	322 sf
Gull Lake Park Restroom	90 W. Granite Avenue	June Lake	Concrete	322 sf
Gus Hess Park Restroom	129 Mattly Avenue	Lee Vining	Concrete	286 sf
June Lake Ball Field Restroom	1855 Northshore Drive	June Lake	Concrete	-300 sf
June Lake Community Center	90 W. Granite Avenue	June Lake	VCT* & carpet	6,691 sf
June Lake Sheriff's Substation	120 W. Granite Avenue	June Lake	VCT* & carpet	1,254 sf
Lee Vining Community Center	296 Mattly Avenue	Lee Vining	VCT*	4,670 sf
Lundy Lake Campground	Lundy Lake Road	Mono City	<i>n/a</i>	<i>n/a</i>
Mono Lake Park Restroom	600 Cemetery Road	Mono City	Concrete	690 sf
Mountain Gate Restroom	105746 U.S. Highway 395	Walker	Concrete	-300 sf
Walker Career Services Center	107384 U.S. Highway 395	Walker	Vinyl & carpet	-400 sf
Walker Community Center	442 Mule Deer Road	Walker	VCT*	3,874 sf
Walker Senior Center	399 Mule Deer Road	Walker	Vinyl & carpet	5,168 sf
Walker Park Restroom	399 Mule Deer Road	Walker	Concrete	300 sf
Walker Wellness Center	107655 U.S. Highway 395	Walker	<i>n/a</i> *	<i>n/a</i> *

\* Notes: VCT = vinyl composition tile; n/a = not applicable; - = approximate.

**SUPPLIES AND EQUIPMENT:**

- Contractor is responsible to furnish all supplies (e.g., paper towels, toilet paper soap, trash can liners, and toilet seat protectors, cleaning supplies) and equipment (e.g., vacuum cleaner, mop, bucket, vacuum)

- Sufficient storage space should be available at each facility for on-site storage of cleaning supplies and most equipment.
- Trash dumpsters and related hauling service are provided by the County at each facility.

**SITE ACCESS AND USE OF PREMISES:**

- The County shall furnish keys to all facilities and Contractor shall have full access to the facilities serviced under the contract, provided Contractor does not interfere with facility use, traffic, and parking. Contractor shall not be limited as to the day of the week or time of day during which access is available, but the work schedule must be coordinated with Public Works and community center coordinators to ensure that there are no conflicts with users of each facility.
- Contractor is expected to cooperate with and accommodate facility access with Public Works staff and County vendors and contractors. On-site storage of equipment and materials is allowed, provided sufficient space is available.

**DAMAGE TO FACILITIES:**

- Contractor shall take all reasonable precautions to prevent damage to any facility arising from performance of the services and work specified in this agreement. Contractor shall repair and/or be responsible for any such damage at no additional cost to the County. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction.

**BID SCHEDULE SPREADSHEET**  
**FOR THE PROVISION OF CUSTODIAL AND CAMPGROUND MANAGEMENT**  
**SERVICES BIDDER'S TOTAL CONTRACT COST PER YEAR**  
**(Bidder to complete.)**

Custodial and Campground Management Services

***Year-Round Tasks (Months are from the 16th of a month to the 15th of the following month)***

Item No.	Item Description / Location (Refer to xx for more details)	Units (Months)	Unit Monthly Rate \$	Item total \$
1	Walker Community Center	12	1,150.00	13,800.00
2	Walker Senior Center	12	1,650.00	19,800.00
3	Walker Park Restroom	12	250.00	3,000.00
4	Walker Career Services Center	12	150.00	1,800.00
5	Walker Wellness Center	12	162.00	1,944.00
6	Mountain Gate Restroom	12	150.00	1,800.00
7	Bridgeport Park Restroom	12	150.00	1,800.00
8	Lee Vining Community Center	12	1,150.00	13,800.00
9	June Lake Community Center	12	1,150.00	13,800.00
10	June Lake Sheriff's Substation	12	125.00	1,500.00
11	Chalfant Community Center	12	910.00	10,920.00
12	Benton Community Center	12	910.00	10,920.00
13	Benton Park Restroom	12	75.00	900.00
14	Chalfant Park Restroom	12	75.00	900.00
15	Gull Lake Park Restroom	12	120.00	1,440.00
16	Gus Hess Park Restroom	12	82.00	984.00
17	Mono Lake Park Restroom	12	150.00	1,800.00
18	Crowley Community Center	12	1,300.00	15,600.00
19	Crowley Sheriff Substation	12	150.00	1,800.00
<b>YEAR-ROUND TASK TOTAL</b>				<b>118,308.00</b>



**Seasonal Tasks (Months are from the 16th of a month to the 15th of the following month)**

Item No.	Item Description / Location (Refer to xx for more details)	Units (Months)	Unit Monthly Rate \$	Item total \$
20	Bridgeport Ballfield Restroom	7	75.00	525.00
21	Bridgeport Marina Restroom	7	150.00	1,050.00
22	June Lake Ballfield Restroom	7	55.00	385.00
23	Crowley Park	7	162.00	1,134.00
24	Crowley Skate Park	7	162.00	1,134.00
25	Crowley Ballfield	7	162.00	1,134.00
<b>SEASONAL TASK TOTAL</b>				5,362.00

**Optional Tasks / Seasonal from April 16th thru November 15th  
(Months are from the 16th of a month to the 15th of the following month)**

Item No.	Item Description / Location (Refer to xx for more details)	Units (Months)	Unit Monthly Rate \$	Item total \$
26	Lundy Campground Mgmt.	7	1,000.00	7,000.00
27	Lundy Dam Vault Toilet	7	150.00	1,050.00
<b>OPTIONAL TASK TOTAL</b>				8,050.00

**Custodial Services - Mono County**

<b>YEAR-ROUND TASK TOTAL</b>	118,308.00
<b>SEASONAL TASK TOTAL</b>	5362.00
<b>OPTIONAL TASK TOTAL</b>	8,050.00
<b>TOTAL BID AMOUNT FOR CUSTODIAL AND SNOW REMOVAL SERVICES</b>	131,720.00

**CONTRACTOR SELECTED IS BASED ON TOTAL BID AMOUNT INCLUDING ALL OPTIONS  
Mono County reserves the right exclude bid options during award**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 6, 2022

**Departments: Public Works - Facilities**

**TIME REQUIRED**

**SUBJECT** Bridgeport Banner Project

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Bridgeport Banner structure over US Highway 395 in Bridgeport.

---

### RECOMMENDED ACTION:

1. Approve the attached bid package and authorize the Public Works Department to advertise the project for bids.
2. Authorize the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount less than or equal to allotted project funds of \$197,000.
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.

---

### FISCAL IMPACT:

The Bridgeport Banner Project is funded by Clean California Local Grant Program (CCLGP). Total available project funds are \$197,000. Exact project costs will be based on actual bids received. Contractor payments are not expected to have any added impact to the General Fund.

---

**CONTACT NAME:** Valentine Vega

**PHONE/EMAIL:** 760 932-5446 / vvega@mono.ca.gov

---

### SEND COPIES TO:

vvega@mono.ca.gov

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[Bridgeport Banner Project Manual](#)

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### History

Time	Who	Approval
11/29/2022 1:08 PM	County Counsel	Yes
11/29/2022 10:17 AM	Finance	Yes
12/2/2022 12:32 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

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

**Date:** December 6, 2022  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Valentine Vega, Project Manager  
**Re:** Authorization to Bid and Award the Bridgeport Banner Project (Project No. 9565)

**Recommended Action:**

1. Approve the attached bid package and authorize the Public Works Department to advertise the project for bids.
2. Authorize the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount less than or equal to allotted project funds of \$197,000.
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.

**Fiscal Impact:**

The Bridgeport Banner Project is funded by Clean California Local Grant Program (CCLGP). Total available project funds are \$197,000. Exact project costs will be based on actual bids received. Contractor payments are not expected to have any added impact to the General Fund.

**Background:**

The creation of the banner structure over US Highway 395 in Bridgeport has been a longstanding community request, with more that a decade's worth of community discussion and advocacy. The Bridgeport County Service Area 5 began investing funds into the pre-development costs for the banner, including a site survey, materials, testing, and engineering design.

In May of 2021, the Board authorized County entry into a Maintenance Agreement with Caltrans, in support of the project. The Project Bid Package was mid-development when Caltrans unveiled the 'Clean California' Program, and the Bridgeport Banner Project was identified as a project that would meet the beautification goals of the Clean California Program.

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

The project is exempt from the California Environmental Quality Act (CEQA Section 15311 (a) & (c), 15303 (e)), and a Notice of Exemption has been prepared for this project by the Public Works Department.

Please contact me at 760.932.5446 or by email at [vvega@mono.ca.gov](mailto:vvega@mono.ca.gov) if you have any questions regarding this project.

Respectfully submitted,



---

Valentine Vega,  
Project Manager

Attachments: Project Manual  
Project Plans

**PROJECT MANUAL**  
**FOR**  
***Bridgeport Banner***  
***Project No. 9565***  
***State Project No. 0922000025***

***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**

**October 2022**

**OPTIONAL PRE-BID CONFERENCE:**

**11:00 am, Thursday, January 5, 2023**

**Mono County Office- Public Works**

**75 School Street**

**Bridgeport, California 93517**

**BID SUBMITTAL DEADLINE:**

**3:00 pm, Thursday, January 12, 2023**

**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*

***Bridgeport Banner***

***Project No. 9565***

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:**



Date: 10/27/2022

Paul Roten  
C56891  
Public Works Director  
County of Mono Department of Public Works  
74 North School Street  
Bridgeport, California 93517



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# SECTION I



## INVITATION FOR BIDS

**Bridgeport Banner**

**Project Number 9565**

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Project No. 9565*

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COUNTY OF MONO  
DEPARTMENT OF PUBLIC WORKS

**INVITATION FOR BIDS**

Bridgeport Banner  
Project Number 9565

Notice is hereby given that the Mono County Department of Public Works (“County”) calls for bids from qualified contractors to provide construction services for the installation of the Bridgeport Banner (“Project”). The Project will consist of demolition of existing banner poles and structure, construction of two Cast-In-Drilled-Hole (CIDH) concrete piles for new banner structure, and installation of banner steel columns, hardware, and fixtures. Additionally, demolition and reconstruction of existing facilities at the intersection of Sinclair Street and Highway 395 (northeast corner) will be included in the Project. A portion of the existing sidewalk, curb and gutter, cross gutter, and accessible ramp will be removed and realigned/relocated around the banner pile foundation at this location. The project is funded by the Clean California Program (State funded). Note, all construction shall be completed and accepted by the County prior to June 30, 2023 to meet funding deadlines. Contractor shall begin work as soon as materials are procured and seasonal weather conditions permit.

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

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

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

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

The Project and all work (Bid Items 1 through 11) must be completed within **30 working days** from the date of issuance of the Notice to Proceed.

An **optional** pre-bid conference will be held at the County’s Public Works Conference Room, Second Floor of the Mono County Office, 75 School Street, Bridgeport, California 93517. 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, January 5, 2023**. 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, January 12, 2023** (“**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.

Valentine Vega  
Project Manager  
Mono County Department of Public Works

COUNTY OF MONO  
DEPARTMENT OF PUBLIC WORKS

**INSTRUCTIONS TO BIDDERS**

BRIDGEPORT BANNER

Project No. 9565

1. SECURING BID DOCUMENTS

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

2. PRE-BID CONFERENCE

An **optional** pre-bid conference will be held at the County’s Public Works Conference Room, Second Floor of the Mono County Office, 75 School Street, Bridgeport, California 93517 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, January 5, 2023**. 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 Bridgeport Banner 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-17**) 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-2** 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-17** and bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **BRIDGEPORT BANNER** 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 **3:00pm, Thursday, January 12, 2023** ("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 Valentine Vega at [vvega@mono.ca.gov](mailto:vvega@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 of contract cost (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 Public Works Director. 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, 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: Valentine Vega, 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 Valentine Vega at [vvega@mono.ca.gov](mailto:vvega@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; and/or any specialty "C" and C-61 specialty "D" licenses that are required to do the work for the project.
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business and Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. All bidders, contractors, and subcontractors shall possess the appropriate licenses to cover the above advertised work. The County will verify that the successful bidder, as well as any contractor and any subcontractor, is appropriately licensed to perform Project work designated prior to awarding any contract pursuant to this Invitation for Bids.

## 19. LABOR REQUIREMENTS

The services and work to be provided by the successful bidder, as the Contractor for this Project, constitute a "public work" within the meaning of Labor Code sections 1720 and 1720.3. Accordingly, as required by Labor Code section 1771, the successful bidder, as the Contractor, and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages ("prevailing wage") specified for each craft and classification to all workers employed in the execution of the project. Copies of prevailing wages, as determined by the Director of the Department of Industrial Relations, are available online at: [www.dir.ca.gov/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) and on file at the office of the Department of Public Works, located at 74 North School Street, Bridgeport, California, 93517, and are available to any interested party upon request. These wages are not included in any part or section of the Project Manual. Changes, if any, to prevailing wage rates will be available at the same location. The prevailing wage determination is based on time of bid for the project.

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**



**BRIDGEPORT BANNER**

**Project No. 9565**

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

**PROPOSAL FORMS**

**BRIDGEPORT BANNER**

Project No. 9565

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-17**.

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

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

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

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

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

Bidder’s Company Name: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

(Add seal if by a corporation)

**BID SCHEDULE**  
**BRIDGEPORT BANNER PROJECT**  
**PROJECT NO. 9565**

GENERAL				BID ITEMS		
ITEM NO.	SPEC REF	ITEM	QTY	UNITS	PRICE PER UNIT	ITEM PRICE
1	8	MOBILIZATION	1	LS		
2	12	TRAFFIC CONTROL	1	LS		

COLUMN PILE FOUNDATIONS				BID ITEMS		
ITEM NO.	SPEC REF	ITEM	QTY	UNITS	PRICE PER UNIT	ITEM PRICE
3	40	CAST-IN-DRILLED-HOLE (CIDH) CONCRETE PILE (3' Dia x 14' Depth)	2	EACH		

EXISTING FACILITIES SITE WORK				BID ITEMS		
ITEM NO.	SPEC REF	ITEM	QTY	UNITS	PRICE PER UNIT	ITEM PRICE
4	15	EXISTING FACILITIES - SITE DEMOLITION	1	LS		
5	73	CURB & GUTTER (TYPE A2)	35	LF		
6	73	CONCRETE SIDEWALK	131	SF		
7	73	ACCESSIBLE RAMP	1	LS		
8	73	CONCRETE CROSS GUTTER	25	SF		
9	73	RESET UTILITY VALVE CAP / COLLAR (CONTIGENCY)	1	EA		
10	39	HOT MIX ASPHALT (PATCH)	1	LS		

BANNER STEEL STRUCTURE INSTALLATION				BID ITEMS		
ITEM NO.	SPEC REF	ITEM	QTY	UNITS	PRICE PER UNIT	ITEM PRICE
11	78	INSTALLATION OF UPPER COLUMNS, PLATES, WIRE ROPES, HARDWARE, AND FIXTURES	1	LS		

<p><b>BIDDER'S TOTAL PROJECT COST</b>  <b>(BID ITEMS 1 THROUGH 11)</b>            County will use this total to compare bids and determine apparent low bidder.</p>	\$
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COUNTY OF MONO, DEPARTMENT  
OF PUBLIC WORKS

**EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1**

**BRIDGEPORT BANNER**

Project No. 9565

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

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

**Notes:**

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

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.

Distribution: Original-Local Agency File

COUNTY OF MONO, DEPARTMENT OF  
PUBLIC WORKS

**EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 2**  
BRIDGEPORT BANNER  
PROJECT NO. 9565

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

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

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts				
				DIR Reg Number			<\$1 million	<\$5 million	<\$10 million	<\$15 million	Age of Firm: ___ yrs.
Name:							<\$1 million	<\$5 million	<\$10 million	<\$15 million	Age of Firm: ___ yrs.
City, State:											
Name:							<\$1 million	<\$5 million	<\$10 million	<\$15 million	Age of Firm: ___ yrs.
City, State:											
Name:							<\$1 million	<\$5 million	<\$10 million	<\$15 million	Age of Firm: ___ yrs.
City, State:											
Name:							<\$1 million	<\$5 million	<\$10 million	<\$15 million	Age of Firm: ___ yrs.
City, State:											
Name:							<\$1 million	<\$5 million	<\$10 million	<\$15 million	Age of Firm: ___ yrs.
City, State:											
Name:							<\$1 million	<\$5 million	<\$10 million	<\$15 million	Age of Firm: ___ yrs.
City, State:											

Distribution: Original-Local Agency File

**ACKNOWLEDGEMENTS**

BRIDGEPORT BANNER

Project No. 9565

**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.

Highway 395 / Sinclair Street:  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**  
BRIDGEPORT BANNER  
Project No. 9565

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](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**

BRIDGEPORT BANNER

Project No. 9565

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 relevant 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. Specialty Piles                          |
| <input type="checkbox"/> 2. Concrete Flatwork                   | <input type="checkbox"/> 14. Excavation Shoring                       |
| <input type="checkbox"/> 3. Hot Mix Asphalt Paving              | <input type="checkbox"/> 15. Steel Structure Construction             |
| <input type="checkbox"/> 4. Pile Foundation Construction        | <input type="checkbox"/> 16. Structural Steel Welding                 |
| <input type="checkbox"/> 5. Cast-In-Drilled-Hole Concrete Pile  | <input type="checkbox"/> 17. Temporary Traffic Control                |
| <input type="checkbox"/> 6. Driven Piles                        | <input type="checkbox"/> 18. Water Pollution Control Plan Preparation |
| <input type="checkbox"/> 7. Micropiles                          | <input type="checkbox"/> 19. Installation of BMPs                     |
| <input type="checkbox"/> 8. Slurry Displacement Piles           | <input type="checkbox"/> 20. Roadway Paint Striping/Markings          |
| <input type="checkbox"/> 9. Dewatering / Groundwater Mitigation | <input type="checkbox"/> 21. Utility Placement & Trenching            |
| <input type="checkbox"/> 10. Well Drilling and Installation     | <input type="checkbox"/> 22. Metal Fabrication                        |
| <input type="checkbox"/> 11. Ground Anchors and Soil Nails      | <input type="checkbox"/> 23. Pile/Foundation Inspection Reports       |
| <input type="checkbox"/> 12. Cofferdams                         | <input type="checkbox"/> 24. Pile Mitigation Plans and Pile Repair    |

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 CIDH CONCRETE PILE CONSTRUCTION AND STEEL STRUCTURE CONSTRUCTION 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

**BRIDGEPORT BANNER (PROJECT NO. 9565)**

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)

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## **SECTION II**



### **SAMPLE STANDARD AGREEMENT**

#### **Bridgeport Banner**

**Project No. 9565**

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**AGREEMENT BETWEEN COUNTY OF MONO AND  
[CONTRACTOR] FOR THE CONSTRUCTION OF  
THE BRIDGEPORT BANNER  
PROJECT NO. 9565**

**INTRODUCTION**

WHEREAS, the County of Mono (“County”) may have the need for the construction services of [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: \_\_\_\_\_

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



## 2. TERM

The term of this Agreement shall be from [DATE], to [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 14 shall not apply.**

## **14. ASSIGNMENT**

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

## **15. DEFAULT**



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

## **16. WAIVER OF DEFAULT**

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

## **17. CONFIDENTIALITY**

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

## **18. CONFLICTS**

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

## **19. POST-AGREEMENT COVENANT**

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

## **20. SEVERABILITY**

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

## **21. FUNDING LIMITATION**

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

**22. AMENDMENT AND MODIFICATION**

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

**23. NOTICE**

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

<p><b>If to County:</b>  Mono County Public Works Department  Attn: Valentine Vega  P.O. Box 457  Bridgeport, CA 93517  Phone: 760 932-5446  Email: vvega@mono.ca.gov</p>	<p><b>If to Contractor:</b>  [CONTRACTOR]  Attn: [NAME]  [ADDRESS]  [PHONE]  [EMAIL]</p>

**25. COUNTERPARTS**

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

**26. GOVERNING LAW; VENUE**

This Agreement shall be interpreted under the laws of the State of California. Exclusive venue for any legal action shall be Mono County, California

**27. ENTIRE AGREEMENT**

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



**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

**COUNTY OF MONO**

**[CONTRACTOR]**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Mono County Risk Manager

# ATTACHMENT A

## AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE BRIDGEPORT BANNER PROJECT NO. 9565

### TERM:

FROM: [DATE]

TO: [DATE]

### SCOPE OF WORK:

County has selected, and Contractor shall construct, project Bid Items 1 through 11 set forth in project manual and included in Attachment B of this agreement.

The BRIDGEPORT BANNER Project (hereinafter referred to as the project) is for the purpose of constructing a banner over U.S. Highway 395 on cross street Sinclair Street in Bridgeport, California. The banner project construction will include material procurement, prefabrication of materials, painting of materials, installation of two Cast-In-Drilled-Hole (CIDH) concrete piles to support the two banner columns, installation of columns, and installation of all applicable banner cables, hardware, and fixtures. In addition to the construction of the banner structure, a portion of the existing sidewalk, curb and gutter, cross gutter, and accessible ramp at the northeasterly Sinclair Street intersection with Highway 395 will be removed and realigned. This will require demolition of existing facilities and reconstruction of new facilities at this location. Note, removal of an existing overhead suspension cables and wood post and tree trimming will be required as part of the demolition work of existing facilities.

Tasks performed in completing the Project shall follow generally accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with County's Department of Public Works. Construction of the CIDH piles shall be per an approved installation plan to be provided by the contractor. Refer to Section 40 of the Project Specifications for CIDH pile installation plan requirements, inspection requirements, and other CIDH pile construction requirements.

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

### SCHEDULE OF FEES:

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

### WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. All work shall be completed within **Thirty (30) working days** of the start of construction date stated in the Notice to Proceed issued by the County. Completion of site improvements shall be specified by the Department of Public Works in a Notice of Completion filed in the Office of the County Recorder.

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# ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO AND  
[CONTRACTOR] FOR THE CONSTRUCTION OF THE  
BRIDGEPORT BANNER  
PROJECT NO. 9565**

**TERM:**

**FROM:** [DATE]

**TO:** [DATE]

**SCHEDULE OF FEES:**

See Bid Schedule, attached hereto and incorporated herein as Attachment B2. As specified in Paragraph 3.D of the Agreement, the total project cost shall not exceed [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  
BRIDGEPORT BANNER  
PROJECT NO. 9565**

### **BID SCHEDULE**

**[INSERT BID SCHEDULE]**

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# EXHIBIT 1

**AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR]  
FOR THE CONSTRUCTION OF THE  
BRIDGEPORT BANNER  
PROJECT NO. 9565**

## GENERAL CONDITIONS

### SECTION 1. GENERAL

#### 1.1 DEFINITIONS AND TERMS.

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

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



- K. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.
- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2015 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2015 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

## **1.2 ORDER OF PRECEDENCE OF DOCUMENTS.**

In the event of a conflict between the Agreement (including any attachment or exhibit thereto); the Invitation for Bids and Instructions to Bidders; the Project Plans; the Technical Specifications; the 2018 State of California, Department of Transportation, Standard Specifications; and the Quality Assurance Program (QAP), the Contractor shall immediately notify the County. The County shall have the sole discretion to resolve any such conflict by deciding which document or provision shall govern.

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

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

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents,

businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

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

Mono County Sheriff's Department  
Southern CA Edison  
Bridgeport Fire Protection District  
Amerigas  
Bridgeport Public Utilities

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

## **2.2 OTHER PROJECTS.**

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

## **2.3 PROTECTION OF PROPERTY.**

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

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

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

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

#### **2.4 ENVIRONMENTAL PROTECTION.**

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

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

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

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

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

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

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

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

#### **3.1 DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

### **3.3 APPLICABILITY TO SUBCONTRACTORS**

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

### **3.4 QUARTERLY DISCLOSURES**

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

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

## **SECTION 4. SUBCONTRACTORS**

### **4.1 SUBCONTRACTING**

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

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

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

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



County upon its request.

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

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

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

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

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

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

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

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

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

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

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

noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

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

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

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

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

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

#### **5.2 PROSECUTION AND PROGRESS.**

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

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

#### **5.3 ORDER OF WORK.**

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

## SECTION 6. PROJECT ADMINISTRATION

### 6.1 GENERAL.

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

#### **Control of Work:**

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

### 6.2 OMITTED ITEMS.

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

### 6.3 CONTRACTOR REPRESENTATION.

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

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

### 6.4 CONTRACTOR PERSONNEL.

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



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

## **6.5 METHODS AND EQUIPMENT.**

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

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

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

## **6.6 PARTIAL PAYMENTS.**

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

## **6.7 FINAL ACCEPTANCE.**

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

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

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

## **6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.**

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

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

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

## **6.9 FORCE MAJEURE.**

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

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

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

## **6.10 WARRANTY AND GUARANTEE.**

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

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

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

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

loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

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

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

## **SECTION 7: TERMINATION**

### **7.1 TERMINATION BY CONTRACTOR.**

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

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

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

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

### **7.2 TERMINATION BY COUNTY FOR CAUSE.**

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

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.

4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

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

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

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

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

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

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

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

### **7.3 TERMINATION BY COUNTY FOR CONVENIENCE.**

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

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

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

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

### **7.4 PAYMENT ADJUSTMENT FOR TERMINATION.**

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

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

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

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

## **SECTION 8. MATERIALS**

### **8.1 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS.**

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

### **8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.**

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

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

### **8.3 STORAGE OF MATERIALS.**

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

## **SECTION 9. CONSTRUCTION DETAILS**

### **9.1 ORDER OF WORK.**

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

### **9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.**

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



Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

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

### **9.3 CONSTRUCTION SITE NUISANCE.**

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

### **9.4 PUBLIC CONVENIENCE AND SAFETY.**

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

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

### **9.5 HIGHWAY CONSTRUCTION EQUIPMENT.**

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

### **9.6 PERMITS.**

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

### **9.7 CONSTRUCTION LAYOUT AND STAKES.**

If specified on the plans, the Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible

for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

## **9.8 TESTING AND INSPECTIONS.**

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

## **9.9 CONTRACTOR QUALITY CONTROL.**

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

## **9.10 INSPECTION OF THE WORK.**

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

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

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

## **9.11 RETEST OF WORK.**

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

## **9.12 MAINTENANCE DURING CONSTRUCTION.**

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various



Contract Items, and the Contractor will not be paid an additional amount for such work.

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

## **SECTION 10. OPERATIONS AND SAFETY**

### **10.1 TEMPORARY CONTRACTOR FACILITIES.**

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

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

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

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

### **10.2 BORROW, DISPOSAL AND MATERIAL SITES.**

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

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

### **10.3 WATER SUPPLY.**

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

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

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

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

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

#### **10.4 EXISTING FACILITIES.**

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

### **SECTION 11. PROGRESS MEETINGS**

#### **11.1 WEEKLY PROGRESS MEETINGS.**

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

#### **11.2 ATTENDEES.**

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

### **SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES**

#### **14.1 BEGINNING OF WORK AND TIME OF COMPLETION.**

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of **Thirty (30) WORKING DAYS** beginning on the date set forth in the Notice to Proceed.

#### **14.2 LIQUIDATED DAMAGES.**

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

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

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

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

The Contractor shall pay to the County the sum of **\$1,500.00 per day** as liquidated damages, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual, Chapter 12, page 17-18, available at <http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch12.pdf>.

### **14.3 BREACH.**

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

## **SECTION 15. PROJECT CLOSEOUT**

### **15.1 "As-Built" Drawings.**

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

## EXHIBIT 2

### AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE BRIDGEPORT BANNER

#### 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 BRIDGEPORT BANNER PROJECT, shall be responsible for complying with California Labor Code section 1777.5 for all apprenticeable positions and workers employed by the Contractor.

##### D. Penalty for Non-Payment of Prevailing Wages.

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

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

E. Payroll Records.

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

F. Inspection of Payroll Records.

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

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

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

I. Overtime.

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

J. Records of Hours.

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

Enforcement as required by California Labor Code section 1812.

K. Penalty for Violation of Work Hours.

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

L. Registration with DIR and Compliance Monitoring.

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

## CALIFORNIA LABOR CODE SECTIONS

California Labor Code Section 1775:

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

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

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

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

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

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate



contract, unless those penalties were subsequently withdrawn or overturned.

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

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

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

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

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

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

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

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

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

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

California Labor Code Section 1777.5:

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprentice able craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprentice able craft or trade," as used in this section, means a craft or trade determined as an apprentice able occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each



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

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

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

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

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

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

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

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

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

(3) There is a showing that the apprentice able craft or trade is replacing at least one-thirtieth of its

journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT 3

### AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE BRIDGEPORT BANNER PROJECT NO. 9565

#### BOND REQUIREMENTS

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

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**SAMPLE PERFORMANCE BOND**

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

BRIDGEPORT BANNER, PROJECT NO. 9565 as described in the Project Manual.

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

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

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

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anyway 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 \_\_\_\_\_, hereafter designated as the "Principal", a contract for the work described as follows:

BRIDGEPORT BANNER, PROJECT NO. 9565 as described in the Project Manual.

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

**NOW, THEREFORE**, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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 BRIDGEPORT BANNER, PROJECT NO. 9565 such that it is free from defects in materials and workmanship for a period of one year commencing on [DATE] (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

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

Dated: \_\_\_\_\_, 20 \_\_\_\_

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

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

\_\_\_\_\_

Principal

Surety (SEAL)

By: Attorney-in-Fact

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

APPROVED AS TO FORM:

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

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## EXHIBIT 4

### AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE BRIDGEPORT BANNER PROJECT NO. 9565

#### INVOICING, PAYMENT, AND RETENTION

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

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

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

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

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

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

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# SECTION III



## TECHNICAL SPECIFICATIONS & QUALITY ASSURANCE PROGRAM

**Bridgeport Banner Project**

**Project No. 9565**

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS  
**TECHNICAL SPECIFICATIONS**  
BRIDGEPORT BANNER Project  
Project No. 9565

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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

### **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**

The BRIDGEPORT BANNER Project (hereinafter referred to as the project) is for the purpose of constructing a banner over U.S. Highway 395 on cross street Sinclair Street in Bridgeport, California. The banner project construction will include material procurement, prefabrication of materials, painting of materials, installation of two Cast-In-Drilled-Hole (CIDH) concrete piles to support the two steel banner columns, and installation of all applicable banner cables, hardware, and fixtures. In addition to the construction of the banner structure, a portion of the existing sidewalk, curb and gutter, cross gutter, and accessible ramp at the northeasterly Sinclair Street intersection with Highway 395 will be removed and realigned. This will require demolition of existing facilities and reconstruction of all new facilities at this location. Note, removal of an existing overhead suspension cables and wood post will be required as part of the demolition work. Additionally, tree trimming will likely be necessary at the southern column / pile location to accommodate erection of banner structure.

Construction of the CIDH concrete piles will likely require mitigation of groundwater. Refer to the attached *Limited Geotechnical Investigation Report for the Bridgeport Banner Project* completed by GEOCON Consultants, Inc (**Appendix B**). The report recommends mitigating groundwater using temporary steel casing or slurry construction methods. The project plans specify mitigating expected groundwater and associated cave-in with a temporary steel casing. Thus, installation of the CIDH concrete pile will be considered a “wet method” installation using a temporary steel casing.

Construction of the CIDH piles shall be per an approved installation plan to be provided by the contractor. Refer to Section 40 of the Project Specifications for CIDH pile installation plan requirements, inspection requirements, and other CIDH pile construction requirements.

All work shall be ordered, scheduled, and completed in a timely manner to minimize any inconvenience to the public and adjacent businesses. There may be other items of work not mentioned above that are required by the State of California, Department of Transportation, Standard Specifications, 2018 Edition (hereinafter referred to as Caltrans Specifications), these Technical Specifications or plan specifications. Project work shall conform to the plans, project specifications, including these Technical Specifications, and the Caltrans Specifications, and AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals 2019. **Note, the Project Specifications for concrete flatwork included in**

**Section 73, Concrete Curbs and Sidewalks, of these Project Specifications shall supersede the project plans for concrete mix design requirements and County Acceptance.** 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**

### **GENERAL**

A Notice to Proceed must be issued before commencement of any work. The project shall be completed prior to June 30, 2023 to meet the Clean California project funding deadline.

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, if needed or 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. Material Procurement and Fabrication Schedule
2. Construction Schedule
3. Traffic Control Plan (Caltrans Standard Plan T-Sheets and sidewalk closure/detour plan)
4. CIDH Concrete Pile Installation Plan
5. Concrete Placement Log for each CIDH Concrete Pile
6. Product Specification for Class 2 Aggregate Base
7. Concrete Mix Design for concrete flatwork (Sidewalks, Curb and Gutter, Cross Gutter, etc.)
8. Hot Mix Asphalt Mix Design
9. Certificates of Compliance for structural steel materials
10. Manufacturer's Specifications for Banner Hardware and Fixtures
11. Subcontracts, as requested
12. Certified Payroll
13. Other materials specifications, manufacturers specifications, informational submittals, or reports as requested or required

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 and issuance of Notice to Proceed. 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 2023 between March and June. 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 or as approved by engineer:

- Memorial Day (May 29 – May 30)

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 accessible location on the Project and remove and dispose of it after final Project acceptance.

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.

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 construction location. No parking signs with dates of construction shall be posted. 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 during construction.

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

Bridgeport Fire Protection	760 932-7353
Mono County Sheriff's Department	760 932-7549
Southern California Edison	760 924-4810
AmeriGas	760 934-2213
Bridgeport Public Utilities	760 932-7251

### **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**

Full compensation for CONTROL OF WORK shall be considered as included in the contract prices paid for the various other items of work and no additional compensation will be allowed, therefore.

## **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 material sources and submit acceptable material documentation. All long lead steel materials shall be procured immediately upon award of contract. Refer to the project **Material Procurement List** included in **Appendix A** of these Technical Specifications. Any fabrication of materials required prior to the start of construction shall be coordinated with the County and completed immediately upon contract award.

If possible, submit other material source information (Mix Designs, Aggregate Base, etc.) 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 the Acceptance Sampling and Testing Frequency Table in Mono County's Quality Assurance Program (QAP) included in the Project Manual for sampling and testing requirements. Special inspection for welding steel is required for this project.

### **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**

Full compensation for CONTROL OF MATERIALS shall be considered as included in the contract prices paid for the various other items of work and no additional compensation will be allowed therefore.

**7. RESPONSIBILITY TO THE PUBLIC****PUBLIC CONVENIENCE**

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

Construction activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners. Avoid undue delay in construction activities to reduce the public's exposure to construction. Maintain convenient access to driveways, houses, businesses, and buildings.

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**

Full compensation for RESPONSIBILITY FOR THE PUBLIC shall be considered as included in the contract prices paid for the various other items of work and no additional compensation will be allowed, therefore.

## **8. PROSECUTION AND PROGRESS**

### **GENERAL**

The Contractor shall submit a construction schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The

Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents. All project work shall be completed prior to June 30, 2023. No additional mobilization fees other than those shown on the approved bid schedule will be permitted.

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**

Material Procurement and Fabrication Schedule

Construction Schedule

## **MATERIAL PROCUREMENT AND FABRICATION SCHEDULE**

Upon contract award, Contractor shall procure and fabricate all necessary materials in a timely manner prior to the start of construction. A detailed procurement schedule shall be provided and coordinated with the County to determine the start of construction date. Procurement and fabrication of Banner Project materials is expected to be complete within 45 days or less of contract award. Refer to the Material Procurement List provided in Appendix A of these Technical Specifications.

## **CONSTRUCTION SCHEDULE**

A construction schedule (by working days) shall be provided for County approval. County has allotted **Thirty (30) Working Days** to complete the project. Construction work shall be ordered to minimize any delay in work due to curing time of concrete and provide continuous work operations to complete the project in a timely manner.

After the start of construction, a Weekly Statement of Working Days will be prepared by the county and submitted to the contractor on a weekly basis. The statement will include:

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.

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**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 project shall be completed within Twenty-Five (25) working days.

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 \$1,500.00 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**

Full compensation for PROSECUTION AND PROGRESS shall be considered as included in the contract prices paid for the various other items of work and no additional compensation will be allowed, therefore.

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, replacing, and disposing of equipment and materials, bonding, creating as-built drawings, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract.

**9. PAYMENT****PAYMENT SCOPE**

The County pays you for furnishing the resources and activities required to complete the work. The County's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work.
2. Permits, licenses, agreements, certifications, or any combination of these and taxes.
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work.

The County does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item.
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment. Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item.

**ELIMINATED ITEMS**

If the Engineer eliminates an item, the Engineer notifies you and the Department pays your costs incurred



before the notification date.

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

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

## **12. TEMPORARY TRAFFIC CONTROL**

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in CT Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7- 1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

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

Accommodate traffic according to the MUTCD, the approved traffic control plan, and this section.

### **CONSTRUCTION**

Perform work in a manner that ensures the safety and convenience of the public and protects residents and property adjacent to the project. Accommodate public traffic on roads adjacent to and within the project until the project is accepted as complete.

When needed, 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 to the maximum extent possible. Roads may be closed with detour only when necessary for public safety and only when size of equipment necessary for work requires closure. The only time road closure is expected for this project is during CIDH concrete pile drilling and installation. No roads may be closed to the public without permission from the County and notification of County.

Except for temporary interruptions approved by the Engineer, Contractor shall always maintain property owner access to their property. Temporary interruption to property access shall be minimized to the extent possible.

The Contractor shall always maintain a safe workplace, 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. For shoulder drop-offs of 3 inches or less, provide "Low Shoulder" warning signs. For shoulder drop-offs in excess of 3 inches, provide 1V:3H fillet with "Should Drop-Off" warning signs.



Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed as approved by the Engineer.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

### **SUBMITTALS**

Temporary Traffic Control Plan (TTC). The TTC shall include the relevant CT Standard Plan (T-Sheets) and shall be submitted for approval prior to the start of construction. The TTC shall include any road closures necessary and sidewalk closure signage and pedestrian detour.

### **PAYMENT**

The contract price paid for **TEMPORARY TRAFFIC CONTROL** shall be **LUMP SUM (LS)** and 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 if needed, and providing construction and detour signs, flaggers, 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**

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.

### **MATERIALS**

Fiber Rolls - refer to 2018 Caltrans Standard Plans Temporary Water Pollution Control, T56, page 306

Inlet protection - refer to 2018 Caltrans Standard Plans Temporary Water Pollution Control, T61, page 311

<https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>

### **CONSTRUCTION**

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

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

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

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.

### **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 on-site during construction hours. Any stockpile materials shall be transported to the approved staging area for stockpiling as soon as possible. No material is permitted to be stored on the project site within Caltrans Highway 395 right-of-way or within the county road right-of-way. 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**

Full compensation for WATER POLLUTION CONTROL shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefore.

**15. EXISTING FACILITIES – (DEMOLITION)**

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**

Some existing underground utility lines are 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.

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**

Payment for **DEMOLITION OF EXISTING FACILITIES** will be paid by **LUMP SUM (LS)** and shall include saw cutting, removal, and disposal of facilities shown on the approved plan set, including a portion of existing concrete sidewalk, concrete curb and gutter, concrete cross gutter, accessible ramp, asphalt concrete road, any applicable utility boxes/covers, existing overhead suspension cables and wood pole, and any excess or unsuitable material. Demolition also includes tree trimming at the southerly pile location. Removal and hauling of material for disposal and any disposal fees shall be included in lump sum price. The pay item shall also include protection and preservation of all existing facilities to remain in-place. Contractor shall be responsible for damage to any existing facility to remain in-place, and contractor shall repair any damage facility or structure to new condition if damaged.

## **18. DUST CONTROL**

All work performed in connection with **DUST CONTROL** shall conform to the provisions in CT Specifications Section 18 **DUST PALLIATIVES**.

### **CONSTRUCTION**

The Contractor shall perform necessary work to control dust at all times, as required by regulation.

Water shall be used to suppress dust as necessary on:

1. Construction staging, material storage, and layout areas
2. Compacted soil or aggregate base roads or driveways
3. Paved surfaces
4. Active haul roads and detours

If necessary, sweep up or vacuum any residue on pavement before it can be blown by traffic or wind, migrate across lanes or shoulders, migrate to adjacent soils, or enter a drainage facility.

Debris collected shall be disposed legally, such as at landfill facility.

**PAYMENT**

Full compensation for DUST CONTROL including but not limited to that resulting from construction, public traffic, or wind shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

**26. AGGREGATE BASE**

Section 26 includes specifications for placing aggregate base. All aggregate base shall Class 2.

**SUBMITTAL**

Submit manufacturers Class 2 Aggregate Base Material Specification Sheet for all material to be used on the project. Class 2 aggregate base shall be 3/4-inch maximum gradation.

**CLASS 2**

Aggregate gradation must be within the percentage passing limits for the sieve sizes shown in the following table:

**Aggregate Gradation**

Sieve size	Percentage passing			
	1-1/2 inch maximum		3/4 inch maximum	
	Operating range	Contract compliance	Operating range	Contract compliance
2"	100	100	--	--
1-1/2"	90-100	87-100	--	--
1"	--	--	<b>100</b>	<b>100</b>
3/4"	50-85	45-90	<b>90-100</b>	<b>87-100</b>
No. 4	25-45	20-50	<b>35-60</b>	<b>30-65</b>
No. 30	10-25	6-29	<b>10-30</b>	<b>5-35</b>
No. 200	2-9	0-12	<b>2-9</b>	<b>0-12</b>

The aggregate quality characteristics must comply with the requirements shown in the following table:

**Aggregate Quality Characteristics**

Quality characteristic	Requirement	
	Operating range	Contract compliance
Resistance (R-value, min)	--	78
Sand equivalent (min)	25	22
Durability index (min)	--	35

**CONSTRUCTION**

Moisture condition and mix all AB material prior to compaction. Immediately before spreading AB, the subgrade must comply with the specified compaction and elevation tolerance for the material involved and be free from loose or extraneous material. You may use aggregate base to fill areas of the subgrade that are lower than the grade established by the Engineer.

Minimum aggregate base thickness under sidewalk, accessible ramp, curb and gutter, and HMA road patch shall be 6 inches. Compact aggregate base layer to at least 95 percent relative compaction.

**PAYMENT**

Full compensation for class 2 aggregate base shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefore.

**39. ASPHALT CONCRETE****GENERAL**

Hot Mix Asphalt shall conform to Section 39 of the Caltrans Standard Specifications.

HMA concrete work includes the HMA patch between the new site work and the existing asphalt roadway generally shown on plan sheets C0 & C1 and called out as “NE Corner -Sinclair and Main”. This work shall include a sawcut to a clean line prior to the patch being installed, including recutting the sawcut line if the initial sawcut is damaged during other work. HMA thickness shall match the existing asphalt concrete thickness at the sawcut line; if existing asphalt concrete is less than 3 inches, minimum thickness of patch shall be 3 inches.

**MATERIALS**

Hot mix asphalt shall be ¾ inch PG 64-28, Type A, polymer modified (preferred) or as approved by the project engineer. The mix design may contain up to 15 percent reclaimed asphalt pavement (RAP).

**SUBMITTALS**

Contractor shall provide Hot Mix Asphalt mix design for approval prior to placement of material.

**PAYMENT**

Measurement and payment shall be **LUMP SUM (LS)** for **HOT MIX ASPHALT (PATCH)**. A load ticket for HMA shall be provided showing time, date, approved mix number, load number, and truck identification number. Lump Sum payment shall include all work to complete the HMA patch including but not limited to subgrade compaction, placement of 6 inches of class 2 aggregate base, saw cutting of existing asphalt, tack coating, hauling and placement of all material, compaction of HMA, and full compensation for furnishing all labor, materials, tools, equipment, and incidentals 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.

**40. CAST-IN DRILLED HOLE CONCRETE PILE**

Section 49-3.02 of the 2018 Caltrans Standard Specifications includes specifications for constructing CIDH concrete piles .

Permanent steel casing and driven steel shell must comply with section 49-2.02.

**DEFINITIONS**

**Dry hole:** A drilled hole that requires no work to keep it free of water.

**Dewatered hole:** A drilled hole that:

1. Accumulates no more than 12 inches of water at the bottom during a 1-hour period without any pumping from the hole.
2. Has no more than 3 inches of water at the bottom immediately before placing concrete.
3. Does not require temporary casing to control the groundwater.

**Wet hole:** A drilled hole that:

1. Accumulates more than 12 inches of water at the bottom during a 1-hour period without any pumping from the hole.
2. Requires a temporary casing to reduce the groundwater to a rate less than 12 inches of water at the bottom of the hole during a 1-hour period.

**Dry Method Construction:** Installation of CIDH Concrete Pile in a dry hole or dewatered hole.

**Wet Method Construction:** Installation of CIDH Concrete Pile in a wet hole.

## SUBMITTALS

### Pile Installation Plan

Submit a pile installation plan. Include complete descriptions, details, and supporting calculations for:

1. Concrete mix design
2. Drilling or coring methods and equipment
3. Proposed method for casing installation and removal, if necessary
4. Methods for placing, positioning, and supporting bar reinforcement and column.
5. Methods and equipment for determining:
  - 5.1. Depth of concrete
  - 5.2. Theoretical volume of concrete to be placed, including the effects on volume if casings are withdrawn
  - 5.3. Actual volume of concrete placed
6. Methods and equipment for verifying the bottom of the drilled hole is clean before placing concrete
7. Methods and equipment for preventing upward movement of reinforcement, including the means of detecting and measuring upward movement during concrete placement operations
8. Drilling plan and sequence
9. Concrete sequence and placement plan
10. If inspection pipes are required, methods for ensuring the inspection pipes remain straight, undamaged, and properly aligned during concrete placement

### Inspection Pipe and Reinforcing Cage Coupler Log

If inspection pipes are required, submit a log of the locations of inspection pipe couplers and pile reinforcing cage couplers as an informational submittal within 2 business days of completion of concrete placement in the hole.

### Concrete Placement Log

Submit the concrete placement log as an informational submittal within 2 business days of completion of concrete placement in the hole.

The log must:

1. Show the pile location, tip elevation, cutoff elevation, dates of excavation and concrete placement, total quantity of concrete placed, length and tip elevation of any casing, and details of any hole stabilization method and materials used.
2. Include an 8-1/2 by 11-inch graph of concrete placed versus depth of hole filled as follows:
  - 2.1. Plot the graph continuously throughout concrete placement. Plot the depth of drilled hole filled vertically with the pile tip at the bottom and the quantity of concrete placed horizontally.
  - 2.2. Take readings at each 4 feet of pile depth and indicate the time of the reading on the graph.

### Testing Report

If you perform testing on a rejected pile, submit this additional information in a report. The report must be sealed and signed by an engineer who is registered as a civil engineer in the State. Allow 10 days for the review and analysis of this report.



**Mitigation Plans**

For each rejected pile to be mitigated, submit a mitigation plan for repair, supplementation, or replacement. The mitigation plan must:

1. Comply with the specifications for shop drawings.
2. Be sealed and signed by an engineer who is registered as a civil engineer in the State. This requirement is waived for either of the following conditions:
  - 2.1. Proposed mitigation will be performed under the current Department-published version of *ADSC Standard Mitigation Plan 'A' - Basic Repair* without exception or modification.
  - 2.2. Engineer determines that the rejected pile does not require mitigation due to structural, geotechnical, or corrosion concerns, and you elect to repair the pile using the current Department-published version of *ADSC Standard Mitigation Plan 'B' - Grouting Repair* without exception or modification.

Pile mitigation plans must include:

1. Designation and location of the rejected pile.
2. Review of the structural, geotechnical, and corrosion design requirements of the rejected pile.
3. Step by step description of the mitigation work to be performed, including drawings if necessary. If the *ADSC Standard Mitigation Plan* is an acceptable mitigation method, include the most recent version. For the most recent version of the *ADSC Standard Mitigation Plan*, go to:  
<http://www.dot.ca.gov/hq/esc/geotech/ft/adscmitplan.htm>
4. Assessment of how the proposed mitigation work addresses the structural, geotechnical, and corrosion design requirements of the rejected pile.
5. Methods for preservation or restoration of existing earthen materials.
6. List of any affected facilities. Include methods and equipment to be used for the protection of these facilities during mitigation.
7. Your name and the names of any subcontractors on each sheet.
8. List of materials with quantity estimates for the mitigation work and a list of personnel with their qualifications who will be performing the mitigation work.

For rejected piles to be repaired, include the following in the pile mitigation plan:

1. Assessment of the nature and size of the anomalies in the rejected pile
2. Provisions for access for additional pile testing, if requested

For rejected piles to be replaced or supplemented, include the following in the pile mitigation plan:

1. Proposed location and size of additional piles
2. Structural details and calculations for any modification to the structure to accommodate the replacement or supplemental piles

Replacement piles must comply with the Contract for CIDH concrete piles.

**Mitigation Report**

If repairs are performed, submit a mitigation report as an informational submittal within 10 days of completion of the repair. The report must state exactly what repair work was performed and quantify the success of the repairs relative to the submitted mitigation plan. The mitigation report must be sealed and signed by an engineer who is registered as a civil engineer in the State. The mitigation report must include your name and the names of any subcontractors on each sheet.

**PLASTIC SPACER MANUFACTURER'S DATA AND SAMPLE**

If plastic spacers are proposed for use, submit the manufacturer's data and a sample of the plastic spacer. Allow 10 days for the review.



## **PRECONSTRUCTION MEETING**

Schedule and hold a preconstruction meeting for CIDH concrete pile construction (1) at least 5 business days after submitting the pile installation plan and (2) at least 10 days before the start of CIDH concrete pile construction. You must provide a meeting facility.

The meeting must include the Engineer, your representatives, and any subcontractors involved in CIDH concrete pile construction.

The purpose of this meeting is to:

1. Establish contacts and communication protocol between you and your representatives, any subcontractors, and the Engineer
2. Review the construction process, acceptance testing, and anomaly mitigation of CIDH concrete piles

The Engineer conducts the meeting. Be prepared to discuss:

1. Pile placement plan, dry and wet
2. Acceptance testing, including gamma-gamma logging, cross-hole sonic logging, and coring
3. Pile Design Data Form
4. Mitigation process
5. Timeline and critical path activities
6. Structural, geotechnical, and corrosion design requirements
7. Future meetings, if necessary, for pile mitigation and pile mitigation plan review
8. Safety requirements, including Cal/OSHA and Tunnel Safety Orders

## **COUNTY ACCEPTANCE**

This section applies to CIDH concrete piles except for piles (1) less than 24 inches in diameter or (2) constructed in dry or dewatered holes.

The Department performs acceptance testing using GGL to test the concrete density of the pile for homogeneity.

After notification by the Engineer of pile acceptance, fill the inspection pipes and cored holes with grout. Grout must comply with section 50-1.02C. Fill inspection pipes and holes using grout tubes that extend to the bottom of the pipe or hole or into the grout already placed.

## **GAMMA-GAMMA LOGGING**

The Department performs GGL under California Test 233.

Separate reinforcing steel as necessary to allow the Department access to the inspection pipes.

After requesting testing and providing access to the piles, allow 15 days for the Department to perform the testing and to prepare and provide the pile acceptance test report.

During testing, do not perform construction activities within 25 feet of any GGL operation.

If the Department determines a pile is anomalous under California Test 233, part 5C, the pile is rejected.

## **Rejected Piles**

If a pile is rejected:

1. Suspend concrete placement in the remaining piles
2. Submit a revised pile installation plan
3. Do not resume concrete placement until the revised pile installation plan is authorized

Allow 30 days for the Department to determine whether the rejected pile requires mitigation and to provide this information to you. Day 1 of the 30 days is the 1st day after access has been provided to the Department to perform acceptance testing.

The Department may perform Cross-hole Sonic Logging (CSL) to determine the extent of the anomalies identified by GGL and to further evaluate a rejected pile for the presence of anomalies not identified by GGL. The pile acceptance test report will indicate if the Department intends to perform CSL and when the testing will be performed. Allow the Department 20 additional days for a total of 50 days to perform CSL and to provide supplemental results.

If authorized, you may perform testing on the rejected pile.

The Department determines whether the rejected pile requires mitigation due to structural, geotechnical, or corrosion concerns. The Department considers the estimated size and location of the anomaly and potential effects on the design. The Department provides you with the conclusions of this analysis for developing the mitigation plan.

If a rejected pile does not require mitigation, you may repair the pile under an authorized mitigation plan or the amount shown in the table will be deducted for each anomaly up to the maximum total deduction:

Anomaly location	Anomaly deduction (\$)		
	D < 4 feet	4 ≤ D < 6	D ≥ 6
Entirely or partially within the upper 2/3 of the pile length	1,000	2,000	4,000
Entirely within the lower 1/3 of the pile length	500	1,000	2,000
Maximum total deduction	2,000	4,000	8,000

Note:

D = Nominal pile diameter

If a rejected pile requires mitigation or you elect to repair a rejected pile that does not require mitigation, submit a mitigation plan for the repair, supplementation, or replacement of the rejected pile.

If the Engineer determines it is not feasible to use one of ADSC's standard mitigation plans to mitigate the pile, schedule a meeting, and meet with the Engineer before submitting a nonstandard mitigation plan.

The meeting attendees must include your representatives and the Engineer's representatives involved in the pile mitigation. The purpose of the meeting is to discuss the type of pile mitigation acceptable to the Department.

Provide the meeting facility. The Engineer conducts the meeting.

If the Engineer determines it is not feasible to repair the rejected pile, submit a mitigation plan for replacement or supplementation of the rejected pile.

**Inspection Pipes**

Inspection pipes must be schedule 40 PVC pipe complying with ASTM D1785 with a nominal pipe size of 2 inches.

Watertight PVC couplers complying with ASTM D2466 are allowed to facilitate pipe lengths in excess of those commercially available.

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**CONSTRUCTION****General**

Unless otherwise authorized, drilling the hole and placing reinforcement and concrete in the hole must be performed in a continuous operation.

**Drilled Holes**

The axis of the drilled hole must not deviate from plumb more than 1-1/2 inches per 10 feet of length.

For CIDH concrete piles with a pile cap, the horizontal tolerance at the center of each pile at pile cut-off is the larger of 1/24 of the pile diameter or 3 inches. The horizontal tolerance for the center-to-center spacing of 2 adjacent piles is the larger of 1/24 of the pile diameter or 3 inches.

During excavation, do not disturb the foundation material surrounding the pile. Equipment or methods used for excavating holes must not cause quick soil conditions or cause scouring or caving of the hole.

For rock sockets, equipment and drill methods must not result in softened materials on the borehole walls.

After excavation has started, construct the pile expeditiously to prevent deterioration of the surrounding foundation material from air slaking or from the presence of water. Remove and dispose of deteriorated foundation material, including material that has softened, swollen, or degraded, from the sides and the bottom of the hole.

Just before placing reinforcement or concrete, clean the bottom of the hole to remove any loose sand, gravel, dirt, and drill cuttings. A drilling bucket or cleanout bucket shall be used to clean the bottom of the hole.

If caving occurs or deteriorated foundation material accumulates on the bottom of the hole, clean the bottom of the hole after placing reinforcement and before placing concrete in the hole. You must verify that the bottom of the hole is clean.

Remove water that has infiltrated the dewatered hole before placing concrete, as required for dewatered hole. Do not allow fluvial or drainage water to enter the hole.

If authorized, to control caving or water seepage, you may enlarge portions of the hole, backfill the hole with slurry cement backfill, concrete, or other material, and redrill the hole to the diameter shown. Backfill material at enlarged piles must be chemically compatible with concrete and steel, be drillable, and have the necessary strength required for the conditions.

Dispose of material resulting from placing concrete.

**TEMPORARY STEEL CASINGS**

Furnish temporary steel casings where shown and where necessary to control water or to prevent quick soil conditions or caving of the hole. Place temporary casings tight in the hole.

Section 11 does not apply to temporary steel casings.

Temporary casings must be:

1. Watertight and of sufficient strength to withstand the loads from installation, removal, lateral concrete pressures, and earth pressures
2. Noncorrugated with smooth surfaces
3. Clean and free of hardened concrete

Remove the temporary casing during concrete placement. Maintain the concrete in the casing at a level required to maintain a stable hole, but not less than 5 feet above the bottom of the casing, to prevent displacement of the concrete by material from outside the casing.

If slurry is not used, do not withdraw the temporary casing until the concrete head in the casing is greater than the groundwater head outside of the casing. Maintain this positive concrete head during withdrawal of the casing.

You may vibrate or hammer the temporary casing to (1) assist in removal of the casing from the hole, (2) prevent lifting of the reinforcement, and (3) prevent concrete contamination.

The withdrawal of casings must not leave voids or cause contamination of the concrete with soil or other materials.

## **REINFORCEMENT**

Unless otherwise shown, the bar reinforcing steel cage must have at least 3 inches of clear cover measured from the outside of the cage to the sides of the hole or casing.

Place spacers at least 5 inches clear from any inspection tubes.

Place plastic spacers around the circumference of the cage and at intervals along the length of the cage under the manufacturer's instructions.

For a single CIDH concrete pile supporting a column:

1. If the pile and the column share the same reinforcing cage diameter, this cage must be accurately placed as shown
2. If the pile reinforcing cage is larger in diameter than the column cage:
  - 2.1. Maintain a clear horizontal distance of at least 3.5 inches between the two cages, if the concrete is placed under dry conditions
  - 2.2. Maintain a clear horizontal distance of at least 5 inches between the two cages if the concrete is placed under slurry
  - 2.3. The offset between the centerlines of the two cages must not exceed 6 inches

## **VERTICAL INSPECTION PIPES**

For acceptance testing, install and test vertical inspection pipes as follows:

1. Log the location of the inspection pipe couplers and pile reinforcing cage couplers with respect to the plane of pile cutoff.
2. Cap each inspection pipe at the bottom. Extend the pipe from 3 feet above the pile cutoff to the bottom of the reinforcing cage. Provide a temporary top cap or similar means to keep the pipes clean before testing. If pile cutoff is below the ground surface or working platform, extend inspection pipes to 3 feet above the ground surface or working platform.
3. If any changes are made to the pile tip, extend the inspection pipes to the bottom of the reinforcing cage.
4. Install inspection pipes in a straight alignment and parallel to the main reinforcement. Securely fasten inspection pipes in place and provide protective measures to prevent misalignment or damage to the inspection pipes during installation of the reinforcement and placement of concrete in the hole. Construct CIDH concrete piles such that the relative distance of inspection pipes to vertical steel reinforcement remains constant.
5. After concrete placement is complete, fill inspection pipes with water to prevent debonding of the pipe.
6. Provide safe access to the tops of the inspection pipes.
7. After placing concrete and before requesting acceptance testing, test each inspection pipe in the Engineer's presence by passing a rigid cylinder through the length of pipe. The rigid cylinder must:
  - 7.1. Be 1-1/4-inch diameter by 4.5-foot long.
  - 7.2. Weigh 12 pounds or less.
  - 7.3. Be able to freely pass down through the entire length of the pipe under its own weight and without the application of force.
8. When performing acceptance testing, inspection pipes must provide a 2-inch-diameter clear opening and be completely clean, unobstructed, and either dry or filled with water as authorized.
9. After acceptance testing is complete, completely fill the inspection pipes with water.

If the rigid cylinder fails to pass through the inspection pipe:

1. Completely fill the inspection pipes in the pile with water immediately.
2. Core a nominal 2-inch-diameter hole through the concrete for the entire length of the pile for each inspection pipe that does not pass the rigid cylinder. Coring must not damage the pile reinforcement.
3. Locate cored holes as close as possible to the inspection pipes they are replacing and no more than 5 inches clear from the reinforcement.

Core holes using a double wall core barrel system with a split tube type inner barrel. Coring with a solid type inner barrel is not allowed.

Coring methods and equipment must provide intact cores for the entire length of the pile.

Photograph and store concrete cores as specified for rock cores in section 49-1.01D(5).

The coring operation must be logged by an engineering geologist or civil engineer licensed in the State and experienced in core logging. Coring logs must comply with the Department's *Soil and Rock Logging, Classification, and Presentation Manual* for rock cores. Coring logs must include core recovery, rock quality designation of the concrete, locations of breaks, and complete descriptions of inclusions and voids encountered during coring.

The Department evaluates the portion of the pile represented by the cored hole based on the submitted coring logs and concrete cores. If the Department determines a pile is anomalous based on the coring logs and concrete cores, the pile is rejected.

#### **PAYMENT**

Bid pay item **CAST-IN-DRILLED HOLE (CIDH) CONCRETE PILE (3' DIA x 14' DEEP)** shall be paid by **EACH (EA)** pile completed and shall include full compensation to complete construction and installation of CIDH pile and lower column structure by "Wet Method". Payment for item shall include concrete, rebar, temporary steel casing, and lower 16-inch diameter steel column and shall include furnishing all labor, materials, tools, equipment, hauling, storing, drilling, dewatering, inspection, reports, disposal, cleaning, repairs, and any other incidentals, and for doing all the work involved complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. Note, pay item shall include any necessary mitigation meetings, mitigation plans, mitigation reports, and any required mitigation repair or pile replacement due to rejection of constructed pile.

### **73. CONCRETE CURBS AND SIDEWALKS**

#### **GENERAL**

Includes general specifications for constructing concrete flatwork including concrete curbs, sidewalks, cross gutters, and curb (accessible) ramps.

#### **MATERIALS**

5000 PSI Concrete Mix

#### **NOTE: THE FOLLOWING CONCRETE REQUIREMENTS SUPERCEDE THE REQUIREMENTS SHOWN ON THE PLANS FOR ALL CONCRETE FLATWORK**

Flatwork concrete shall be Portland cement Type II or V with a minimum 28-day compressive strength of 5000 psi. If fly ash or natural pozzolan is used which would extend curing time, compressive strength at 42 days or 56-days shall be used, depending on mix design. Fiber mesh fiber additive or approved equal shall be added per manufacturer's recommendations for all concrete with an exposed wearing surface including but not limited to curb and gutter, sidewalk, cross gutters, exposed utility rims, vaults, valley gutters, and others

as directed by the Engineer.

## COUNTY ACCEPTANCE

Concrete shall be sampled once every 100 cubic yards of concrete placed. Concrete shall contain entrained air content of 5 percent ( $5.0\% \pm 1.0\%$  for acceptance). Concrete slump shall be 4 inches ( $4.0'' \pm 1.0''$  for acceptance) for fixed form construction. If an extrusion machine is used, the slump may be reduced. No water is permitted to be added to the concrete truck onsite that would exceed the water to cement ratio specified in the mix design. Any water added to the concrete truck onsite shall be approved by Resident Engineer or County designated material tester prior being added. Any water added to the concrete onsite shall be done in the presence of the County Engineer or County designated material tester.

## Detectable Warning Surfaces

A detectable warning surface must be on the Authorized Material List for detectable warning surfaces and must match yellow color no. 33538 of FED-STD-595.

## Warranties

The 5-year manufacturer's replacement warranty for a prefabricated detectable warning surface must cover defects in dome shape, color fastness, sound-on-cane acoustic quality, resilience, and attachment. The 5-year warranty period starts at Contract acceptance

## SUBMITTALS

- A concrete mix design shall be submitted for approval.
- Submit a 5-year manufacturer's replacement warranty against defects in a prefabricated detectable warning surface.

## CONSTRUCTION

### General

Construct contraction joints by (1) scoring concrete with a grooving tool and rounding corners with an edger tool or (2) saw cutting hardened concrete to a depth of at least 1 inch. Immediately apply curing compound to the exposed surfaces of saw cut joints.

Construct expansion joints at each side of structures and at the ends of curb returns. Fill expansion joints with 1/4-inch-thick preformed joint filler. Finish the concrete adjacent to expansion joints with an edger tool.

Do not construct expansion joints within 20 feet of an island nose. Shape the preformed joint filler to match the surface contour of the concrete.

### Curbs

Construct contraction and expansion joints at right angles to the line of the curb. Space contraction joints at 20-foot intervals. For curbs adjacent to existing concrete, align the curb joints with the existing concrete's pavement joints.

The top and face of the finished curb must be true and straight. The top surface of the curb must be uniform in width and free from humps, sags, or other irregularities. Clean any discolored concrete by abrasive blast cleaning or other authorized method.

Except for curbs on structures, you may place curbs with an extrusion machine or a slip form paver if:

1. Finished curb is true to line and grade
2. Concrete contains the maximum quantity of water that maintains the curb's shape without support
3. Required surface texture is attained

Check the flatness of the top and face of the curb and the surface of the gutter with a 10-foot straightedge. The surfaces must be flat to within 0.01 foot except at grade changes or curves

Construct expansion joints at:

1. All returns and opposite expansion joints in the adjacent curb
2. 60-foot intervals where there is no adjacent curb

### **Sidewalks, Gutters, Ramps**

Construct contraction joints to create rectangular patterns from 12 to 20 square feet in the surface of sidewalks.

Install a prefabricated detectable warning surface under the manufacturer's instructions.

Broom finish the surface of sidewalks, gutter depressions, curb ramps, and driveways. Make the broom finish perpendicular to the path of travel on surfaces used by pedestrians. You may apply water to the surface immediately before brooming.

The finished surface must not vary more than 0.02 foot from a 10-foot straightedge except at grade changes.

If placing pavement around or adjacent to manholes, pipe inlets, or other miscellaneous structures in sidewalk, gutter depression, island paving, curb ramps, or driveway areas, do not finish the miscellaneous structures to final grade until the pavement is finished beyond the miscellaneous structure.

If using fixed forms, strike off and compact fresh concrete until a layer of mortar is brought to the surface. Finish the surface with a float to grade and cross section and trowel smooth.

Leave forms in place for sidewalks, gutter depressions, island paving, curb ramps, and driveways for at least 12 hours after surface finishing.

### **FIXED FORM METHOD**

Set forms to the required alignment, grade, and dimensions.

Forms must:

1. Be smooth on the side placed against concrete.
2. Have a straight upper edge.
3. Be rigid enough to withstand the pressure of fresh concrete without distortion. Use enough stakes, clamps, spreaders, and braces to ensure rigidity.
4. Be clean of debris and old concrete.
5. Coated with form oil before placing concrete.

You may use either benders or thin plank forms on curves, grade changes, or curb returns.

Wet the subgrade and forms immediately before placing the concrete.

Place the preformed joint filler at expansion joints in the correct position before placing concrete against the filler.

Place and compact the concrete without segregation

### **SUBGRADE AND BASE PREPARATION**

Where subgrade is exposed and/or disturbed, subgrade shall be compacted to 95 percent of the material's maximum dry density. If unsuitable subgrade material is present, replace the subgrade material with class 2 aggregate base to a depth of 12 inches.

Place a minimum of 6 inches of class 2 aggregate base above subgrade level to base grade and compact to 95 percent of the material's maximum density.



**PAYMENT**

Payment for **CURB AND GUTTER, TYPE A2** shall be measured per the **LINEAR FOOT (LF)** and shall include full compensation for furnishing all labor, materials, tools, and equipment, for grading, compaction, forming, transport of materials, placement of concrete, and 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.

Payment for **CONCRETE SIDEWALK** shall be measured by the **SQUARE FOOT (SF)** and shall include full compensation for furnishing all labor, materials, tools, and equipment, for grading, compaction, forming, transport of materials, placement of concrete, and 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.

Payment for **CONCRETE CROSS GUTTER** shall be measured by the **SQUARE FOOT (SF)** and shall include full compensation for furnishing all labor, materials, tools, and equipment, for grading, compaction, forming, transport of materials, placement of concrete, and 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.

Payment for **ACCESSIBLE RAMP** shall be **LUMP SUM (LS)** and shall include full compensation for furnishing all labor, materials, tools, and equipment, for grading, compaction, forming, transport of materials, placement of concrete, and 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.

Payment for **RESET UTILITY VALVE CAP / COLLAR (CONTINGENCY)** shall be per **EACH (EA)** replaced and shall include full compensation for furnishing all labor, materials, tools, and equipment, for grading, compaction, forming, transport of materials, valve box, placement of concrete, and 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.

**78. MISCELLANEOUS METAL – (BANNER COLUMNS AND ASSEMBLIES)****GENERAL**

Banner columns, rebar, wire rope, fasteners, assemblies, and hardware shall be manufactured and fabricated in conformance to the plans and applicable specifications.

**MATERIALS**

As noted on the plans and in conformance with the AASHTO standard specifications for structural supports for highway signs, luminaires, and traffic signals 2019 CBC/ASCE 7-16.

**Steel:**

- Hollow Structural Steel (HSS) columns shall be ASTM A500 Grade B.
- All other structural steel shapes, plates, and bars shall be ASTM A36 or better.
- All bolts shall be ASTM A307 or better
- All fasteners and manufactured hardware shall be hot-dip galvanized

Structural Steel shall be shop fabricated in accordance with the applicable AISC Specification, AISC Code of Standard Practice, Caltrans Standard Specifications, and AWS D1.1.



**Paint:**

All exposed steel (non-galvanized) shall be painted with a minimum of 2 coats of matte silver epoxy paint in accordance with paint manufacturer's instructions. Rate (thickness) of application shall be as recommended by the manufacturer for applicable substrate.

**Banner:**

Banner will be provided by County prior to the start of construction.

**SUBMITTALS**

- Manufacturers Specification Sheets for steel materials
- Manufacturers Specification Sheet for epoxy paint
- Certificates of Compliance for steel columns and steel plates
- Welding Special Inspection Report(s) for assembly of upper and lower columns

**COUNTY ACCEPTANCE**

County will accept steel materials based on submitted Certificates of Compliance for materials. Assembly of upper and lower columns requires Welding Special Inspection Report(s).

**GENERAL CONSTRUCTION**

Banner Poles shall be assembled in a working fashion and shall be installed per plans.

The banner structure shall be sealed from water intrusion at all joints and welds to prevent rusting of steel materials. Any location where water may enter to the inside of the banner column structure shall be sealed to prevent all water intrusion.

Onsite installation shall be completed in one continuous operation to limit inconvenience to public and local businesses.

**PAYMENT**

Payment for **INSTALLATION OF UPPER COLUMNS, WIRE ROPE, BANNER, FIXTURES AND HARDWARE** shall be **LUMP SUM (LS)** and shall include procurement and fabrication of all materials, welding of materials, painting of materials, all material documentation for approval, shipping and transport of all materials, storage of materials, and furnishing of all labor, equipment, materials, tools, and other incidentals for doing all the work involved, complete in-place, as shown on the plans, in conformance with the AASHTO standard specifications for structural supports for highway signs, luminaires, and traffic signals 2019 CBC/ASCE 7-16, as specified in the CT specifications and these Technical Specifications, and as directed by the Engineer.

**84. MARKINGS**

Repair any damaged markings caused by demolition and/or wear on working site. Paint shall meet requirements of Section 84 of the 2018 Caltrans Standard Specifications, or as approved by engineer.

**SUBMITTALS**

Manufacturer's specification sheets for all paint materials and glass beads.

**PAYMENT**

Full compensation for any markings repaired (crosswalk, fog line, or parking line) shall be considered as included in the contract prices paid for the various other items of work and no additional compensation will be allowed therefor.

**APPENDIX A**

**BRIDGEPORT BANNER  
MATERIAL PROCURMENT LIST**

## Bridgeport Banner

# Material Procurement List

### Steel Column Tubes

- 2 - HSS 16" OD x 3/8" wall -20 LF
  - *Steel Tube ASTM A500 GR B*
- 2 - HSS 12.75" OD x 3/8" wall - 17.5 LF
  - *Steel Tube ASTM A500 GR B*
- Matte Finish Silver Epoxy Paint

### Column Transition

- One - 3/8" ASTM A36 (or Better) Circular Steel Plate; size per fabricator
- One - 3/8" ASTM A36 (or Better) Circular Steel Ring Plate; size per fabricator

### CIDH Concrete Piles

- Temporary Steel Casing; 3' ID
- 2 - #4 Spiral Rebar Cage @ 12" pitch; 33" OD, 13.5' Length
  - *Conform to ASTM A 615, Grade 60, & CalTrans Std Specs*
- 24- #6 Vertical Rebar @ 13.5 LF
  - *Conform to ASTM A 615, Grade 60, & CalTrans Std Specs*
- Rebar Cage Spacers or Equivalent
- 6 - 2" ID Vertical Inspection Tubes (3 per pile)

### Banner / Wire Rope Connection

- 4 - 3/16" PL. x 4" Bent Plate (Galvanized)
- 4 - 3/4" x 18 Jaw-and-Eye Turnbuckle (Galvanized)
- 8 - Wire Rope Clips (Galvanized)
- 12 - 3/4" x 3" Bolt (Galvanized)
  - *ASTM A307 or Better*
- 4 -Thimble (Galvanized)
- 222 LF (2- 111' LF)- 1/2" Dia. 6 x 26 Super Swage Galvanized Steel Wire Ropes
  - *11.8 Ton Minimum Breaking Strength – ASTM A603 or Approved Equal*

**APPENDIX B**

**LIMITED GEOTECHNICAL INVESTIGATION  
BRIDGEPORT BANNER STRUCTURE**

**GEOCON CONSULTANTS, INC.**

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Project No. S1824-05-01  
November 27, 2019

VIA ELECTRONIC MAIL

Robert F. Lauder, PE  
RL Engineering  
625 Fairview Drive #112  
Carson City, Nevada 89701

Subject: LIMITED GEOTECHNICAL INVESTIGATION  
BRIDGEPORT BANNER STRUCTURE  
HIGHWAY 395 AT SCHOOL STREET  
BRIDGEPORT, CALIFORNIA

Mr. Lauder:

In accordance with your request and authorization of our proposal (Proposal No. LS-14-101), dated August 2, 2019, we herein submit our limited geotechnical investigation report for the subject project. The project consists of design and construction of a new pole supported banner structure in Bridgeport, California. The approximate site location is shown on the Vicinity Map, Figure 1.

### **PURPOSE AND SCOPE**

The purpose of our geotechnical investigation was to evaluate the subsurface conditions at the site and provide geotechnical recommendations for the subject project as presently proposed. We performed the following scope of services:

- Performed a geologic literature review to aid in evaluating the geologic conditions present at the site.
- Reviewed available design plans to select exploratory boring locations.
- Notified subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory excavations at the site.
- Performed two exploratory borings (B1 and B2) to depths of approximately 16½ feet using a truck-mounted drill rig equipped with 6-inch-diameter, solid flight augers on October 17, 2019. Approximate locations of our borings are shown on the Site Plan, Figure 2. A Key to Logs and our boring logs are presented as Figures 3 through 5.
- Obtained relatively undisturbed and bulk soil samples from the exploratory borings for visual examination, classification, and laboratory testing.
- Logged the borings in accordance with the Unified Soil Classification System (USCS).
- Upon completion, backfilled the borings with soil cuttings and neat cement grout.
- Performed laboratory tests to evaluate pertinent geotechnical parameters.
- Prepared this report summarizing our findings, conclusions, and recommendations regarding the geotechnical aspects of developing the site as presently proposed.

## **SITE AND PROJECT DESCRIPTION**

The proposed improvements are located near the intersection of Sinclair Street and Main Street in Bridgeport, California, (see Vicinity Map, Figure 1). Existing improvements around the project site include concrete sidewalks, hot mix asphalt (HMA) pavement, multi-use buildings, trees and landscaping, overhead power lines, light poles, and underground utilities. The current site configuration is shown on the Site Plan, Figure 2.

The project consists of design and construction of a new banner structure that will extend over Main Street at the intersection with Sinclair Street. The banner structure will extend between two vertical poles supported by cast-in-drilled-hole (CIDH) concrete piers.

## **SUBSURFACE CONDITIONS**

Soil and geologic conditions encountered at the site generally consists of alluvium (John, du Bray, et al., 2015). Soil descriptions provided below include the USCS symbol where applicable.

### **Existing Pavement Section**

Borings B1 and B2 were advanced in HMA pavement consisting of approximately 3 to 4 inches of HMA underlain by approximately 6 inches of aggregate base (AB), depending on location. Approximate thicknesses of pavement section materials encountered in our boring are shown in the boring logs (Figures 4 and 5).

### **Alluvium**

Below the pavement section we encountered alluvium in our borings (B1 and B2) to a maximum depth explored of approximately 16½ feet. The alluvium at the site generally consists of loose to dense silty clayey sand (SC-SM) and poorly graded sand (SP) with varying amounts of silty clay and gravel (SP-SC).

Soil conditions described in the previous paragraphs are generalized. The exploratory boring logs, presented on Figures 4 and 5, details soil type, color, moisture, consistency, and USCS classification of the soils encountered at specific locations and elevations.

### **Groundwater**

We encountered groundwater at depths of approximately 5 and 10 feet in our borings advanced to a maximum depth of approximately 16½ feet during our investigation on October 17, 2019. Sidewall caving was observed in our borings beneath the groundwater level which indicates similar conditions may be encountered during construction that will likely impact CIDH concrete pier foundation installation operations. Specific recommendations to mitigate for potential sloughing/caving during foundation construction are provided herein.

Fluctuations of groundwater levels may occur due to variations in precipitation, temperature, and other factors. Depth to groundwater can also vary significantly due to localized pumping, irrigation practices, and seasonal fluctuations. Therefore, it is possible that future groundwater may be higher or lower than the levels observed during our investigation.

## Laboratory Test Results

Laboratory tests were performed in accordance with generally accepted test methods of the American Society for Testing and Materials (ASTM) or other suggested procedures. Selected soil samples were tested for their in-place dry density and moisture content, plasticity characteristics, grain size distribution, shear strength, and soil corrosion potential. Corrosion potential laboratory test results are summarized in Table 1. All other laboratory test results are presented on Figures 6 through 10.

**TABLE 1**  
**SOIL CORROSION PARAMETER TEST RESULTS**  
**(CALIFORNIA TEST METHODS 643, 417, AND 422**  
**ASTM TEST METHODS D1498m, and 9031m)**

Sample No.	Sample Depth (ft.)	pH	Minimum Resistivity (ohm-cm)	Chloride (ppm) / (%)	Sulfate (ppm) / (%)
B1-5.5	5.5	7.8	5,100	76 / 0.0076%	2 / 0.0002%
B2-11.0	11.0	7.9	4,000	71 / 0.0071%	140 / 0.014%

Notes: ppm = parts per million ND = below detection limits of 0.05 mg/kg mv = millivolts

Caltrans considers a site corrosive to foundation elements if one or more of the following conditions exist for the representative soil samples at the site:

- The pH is equal to or less than 5.5.
- The resistivity is equal to or less than 1,100 ohm-cm.
- Chloride concentration is equal to or greater than 500 parts per million (ppm).
- Sulfate concentration is equal to or greater than 1,500 ppm.

According to the 2016 California Building Code (CBC) Section 1904.1 which refers to the durability requirements of American Concrete Institute (ACI) 318 (Chapter 4), Type II cement may be used where soluble sulfate levels in soil are below 2,000 ppm.



## SEISMICITY AND GEOLOGIC HAZARDS

### Regional Active Faults

The numerous faults in California include active, potentially active, and inactive faults. The criteria for these major groups are based on criteria developed by the California Geological Survey (CGS) for the Alquist-Priolo Earthquake Fault Zone (APEFZ) Program (Bryant and Hart, 2007). By definition, an active fault is one that has had surface displacement within the last 11,000 years. A potentially active fault has demonstrated surface displacement during Quaternary time (approximately the last 1.6 million years) but has had no known movement within the past 11,000 years. Faults that have not moved in the last 1.6 million years are considered inactive.

The site is not located on any known “active” earthquake fault trace or within a currently established APEFZ. Therefore, we consider the potential for ground rupture due to onsite active faulting during the design life of the proposed project to be low.

Table 2 summarizes the distance of known active faults within 30 miles of the site, based on the 2013 Caltrans Fault Database KML overlay file for Google Earth. Principal references used within the 2013 Caltrans Fault Database are Jennings and Bryant Fault Activity Map of California (2010) and The Working Group on California Earthquake Predictions (WGCEP), Uniform California Earthquake Rupture Forecast Version 3.

**TABLE 2  
REGIONAL ACTIVE FAULTS**

Fault Name	Approximate Distance to Site (miles)	Maximum Earthquake Magnitude, $M_w$
Robinson Creek	3.3	6.6
Mono Lake (2011)	10.9	6.7
West Walker River	13.6	6.4
Smith Valley Fault System (Southern Section)	16.1	7.4
Antelope Valley (2011)	20.0	7.0
Slinkard Valley Fault	23.8	6.8
Silver Lake Fault	26.1	6.4
Smith Valley Fault System (Central Section)	28.2	7.4

### Ground Shaking

We used the United States Geological Survey (USGS) web-based application 2008 *Unified Hazard Tool* to estimate the peak ground acceleration (PGA) and modal (most probable) magnitude associated with a 2,475-year return period. This return period corresponds to an event with 2% chance of exceedance in a 50-year period. The USGS estimated PGA is 0.60g and the modal magnitude is 6.5 for Seismic Site Class D.

While listing PGA is useful for comparison of potential effects of fault activity in a region, other considerations are important in seismic design, including frequency and duration of motion and soil conditions underlying the site.

## Seismic Design Criteria

Table 3 summarizes seismic design criteria evaluated in accordance with the 2016 CBC which is based on the American Society of Civil Engineers (ASCE) publication: *Minimum Design Loads for Buildings and Other Structures* (ASCE 7-10).

**TABLE 3  
2016 CBC SEISMIC DESIGN PARAMETERS**

Parameter	Value	2016 CBC / ASCE 7-10 Reference
Site Class	D	Section 1613.3.2/ Table 20.3-1
MCE <sub>R</sub> Ground Motion Spectral Response Acceleration – Class B (short), S <sub>S</sub>	1.525g	Figure 1613.3.1(1) / Figure 22-1
MCE <sub>R</sub> Ground Motion Spectral Response Acceleration – Class B (1 sec), S <sub>1</sub>	0.499g	Figure 1613.3.1(2) / Figure 22-2
Site Coefficient, F <sub>A</sub>	1.000	Table 1613.3.3(1) / Table 11.4-1
Site Coefficient, F <sub>V</sub>	1.501	Table 1613.3.3(2) / Table 11.4-2
Site Class Modified MCE <sub>R</sub> Spectral Response Acceleration (short), S <sub>MS</sub>	1.525g	Eq. 16-37 / Eq. 11.4-1
Site Class Modified MCE <sub>R</sub> Spectral Response Acceleration (1 sec), S <sub>M1</sub>	0.749g	Eq. 16-38 / Eq. 11.4-2
5% Damped Design Spectral Response Acceleration (short), S <sub>DS</sub>	1.017g	Eq. 16-39 / Eq. 11.4-3
5% Damped Design Spectral Response Acceleration (1 sec), S <sub>D1</sub>	0.499g	Eq. 16-40 / Eq. 11.4-4

Table 4 presents additional seismic design parameters for projects with Seismic Design Categories of D through F in accordance with ASCE 7-10 for the mapped maximum considered geometric mean (MCE<sub>G</sub>).

**TABLE 4  
2016 CBC SITE ACCELERATION DESIGN PARAMETERS**

Parameter	Value	ASCE 7-10 Reference
Mapped MCE <sub>G</sub> Peak Ground Acceleration, PGA	0.591g	Figure 22-7
Site Coefficient, F <sub>PGA</sub>	1.000	Table 11.8-1
Site Class Modified MCE <sub>G</sub> Peak Ground Acceleration, PGA <sub>M</sub>	0.591g	Section 11.8.3 (Eq. 11.8-1)

Conformance to the criteria presented in the provided tables for seismic design does not constitute any kind of guarantee or assurance that significant structural damage or ground failure will not occur if a maximum level earthquake occurs. The primary goal of seismic design is to protect life and not to avoid structural damage, since such design may be economically prohibitive.

## Expansive Soil

Laboratory Plasticity Index (PI) tests on selected near-surface soil samples indicate low expansion potential. Given the nature of the proposed improvements, expansive soil is not considered to be a significant hazard for the site.

## **Frost Penetration**

The site is located in Bridgeport, Mono County, California where freezing temperatures are common particularly during the fall and winter months. These weather conditions can induce freezing and thawing in exposed (uncovered) near-surface soils which causes the ground to heave and settle resulting in conditions similar to expansive soil. Specific mitigation recommendations for frost protection with respect to foundation design are provided in this report.

## CONCLUSIONS AND RECOMMENDATIONS

### General

- No soil or geologic conditions were encountered during our investigation that would preclude development of the site as presently proposed, provided the recommendations contained in this report are incorporated into the design and construction of the project.
- Based on the results of our investigation, the proposed banner structure poles may be supported CIDH concrete piers.
- The primary geotechnical constraint identified in our investigation is the (1) presence of shallow groundwater conditions which may impact CIDH pier construction operations and (2) loose caving granular soil.
- Conclusions and recommendations provided in this report are based on our review of referenced literature, analysis of data obtained from our exploratory field exploration program, laboratory testing program, and our understanding of the proposed development.

### Excavation and Soil Characteristics

Grading and excavations at the site may be accomplished with standard effort using heavy-duty grading/excavation, and drilling equipment. We do not anticipate project excavations to generate oversized rock material (greater than 6 inches in dimension) or boulders. Loose caving granular soil was observed during our investigation and is likely to occur during project excavations. The contractor should be aware of such soil conditions and may consider using temporary casing or slurry construction methods during CIDH concrete pier foundation installation.

Temporary excavations deeper than 4 feet and entered by workers must meet Cal-OSHA requirements as appropriate. Excavation sloping, benching, the use of trench shields, and the placement of trench spoils should conform to the latest applicable Cal-OSHA standards. The contractor should have a Cal-OSHA-approved “competent person” onsite during excavation to evaluate excavation conditions and to make appropriate recommendations where necessary. It is the contractor’s responsibility to provide sufficient and safe excavation support as well as protecting nearby utilities, structures, and other improvements which may be damaged by earth movements.

The excavation support recommendations provided by Cal-OSHA are generally geared towards protecting human life and not necessarily towards preventing damage to nearby structures or surface improvements. The contractor should be responsible for using the proper active shoring systems or sloping to prevent damage to any structure or improvements near underground excavations.

### CIDH Concrete Pier Recommendations

The proposed banner structure poles may be supported on CIDH concrete piers with a minimum diameter of 24 inches, minimum embedment of 6 feet, and be designed using an allowable skin friction of 300 pounds per square foot (psf) to resist vertical downward forces. Uplift axial capacity may be designed based on a skin friction capacity of 200 psf. The allowable downward capacity and allowable uplift capacity may be increased by one-third when considering transient wind or seismic loads.

Allowable passive pressure used to resist lateral movement of the piles may be assumed to be equal to a fluid weighing 350 pounds per cubic foot (pcf) with a maximum earth pressure of 3,500 psf. The allowable passive pressure may be applied over two pile diameters for isolated piles with a minimum center-to-center spacing of at least three pile diameters. The allowable passive pressure assumes a

horizontal surface extending at least 5 feet or three times the surface generating the passive pressure, whichever is greater. To develop the full lateral value, provisions should be implemented to assure firm contact between the piles and the soil. The design length of the piers should begin below the existing pavement section (if applicable). If the piers are located in exposed areas (areas not covered by pavement or concrete flatwork), the upper 2 feet of the pier design length should be neglected due to frost penetration potential.

Alternatively, lateral capacity can be evaluated by the structural designer using the computer program LPILE. Table 5 summarizes our recommended soil parameters for lateral (LPILE) analysis.

**TABLE 5  
RECOMMENDED SOIL PARAMETERS FOR L-PILE ANALYSIS**

Soil Layer	Soil Model	Approx. Depth (ft)		Effective Unit Weight (pcf)	Cohesion (psf)	Friction Angle (°)
		Top	Bottom			
1	Sand (Reese)	1	6	130	-	30
2	Sand (Reese)	6	16.5	68	-	30

Notes:  
 1. Soil models based on LPILE Version 6  
 Use LPILE default values for subgrade modulus *K* (sand)  
*pcf = pounds per cubic foot, psf = pounds per square foot, deg = degrees*

The maximum expected settlement for the banner structure supported on CIDH concrete piers soils is estimated to be less than 1 inch. Settlement of the foundation system is expected to occur on initial application of loading. Differential settlement is not expected to exceed ½ inch between adjacent foundations.

The bottom of pier excavations should be cleaned of loose cuttings prior to the placement of steel and concrete. Experience indicates that backspinning the auger does not remove loose material, and a flat cleanout plate is typically necessary.

Groundwater will likely be present in CIDH pier excavations and should be pumped from the pier excavation immediately prior to placement of concrete. During our investigation, we observed caving in our borings which indicates that caving is likely to occur during construction. Suction effects created during auger withdrawal from the piers (during construction) can induce caving in wet/saturated fine-grained/clay and granular soils. The contractor should be aware and prepared to mitigate for these potential caving conditions and may consider using temporary casing or slurry construction methods during construction of the CIDH foundations.

**Pile Installation**

A Geocon representative should be present during pier drilling to confirm that subsurface conditions encountered are consistent with those expected. If unexpected conditions are encountered, foundation modifications may be required.

**Plan Review**

Foundation plans should be reviewed by the Geotechnical Engineer (a representative of Geocon Consultants, Inc.), prior to finalization to verify that the plans have been prepared in substantial conformance with the recommendations of this report and to provide additional analyses or recommendations.

## LIMITATIONS AND UNIFORMITY OF CONDITIONS

The recommendations of this report pertain only to the site investigated and are based upon the assumption that the soil conditions do not deviate from those disclosed in the investigation. If any variations or undesirable conditions are encountered during construction, or if the proposed construction will differ from that anticipated herein, we should be notified so that supplemental recommendations can be given. The evaluation or identification of the potential presence of hazardous materials or environmental contamination was not part of our scope of services.

This report is issued with the understanding that it is the responsibility of the owner or their representative to ensure that the information and recommendations contained herein are brought to the attention of the design team for the project and incorporated into the plans and specifications and the necessary steps are taken to see that the contractor and subcontractors carry out such recommendations in the field.

The recommendations contained in this report are preliminary until verified during construction by representatives of our firm. Changes in the conditions of a property can occur with the passage of time, whether they are due to natural processes or the works of man on this or adjacent properties. Additionally, changes in applicable or appropriate standards may occur, whether they result from legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated partially or wholly by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of three years.

Our professional services were performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices used in the site area at this time. No warranty is provided, express or implied.

Please contact us if you have any questions concerning the contents of this report or if we may be of further service.

Respectfully,

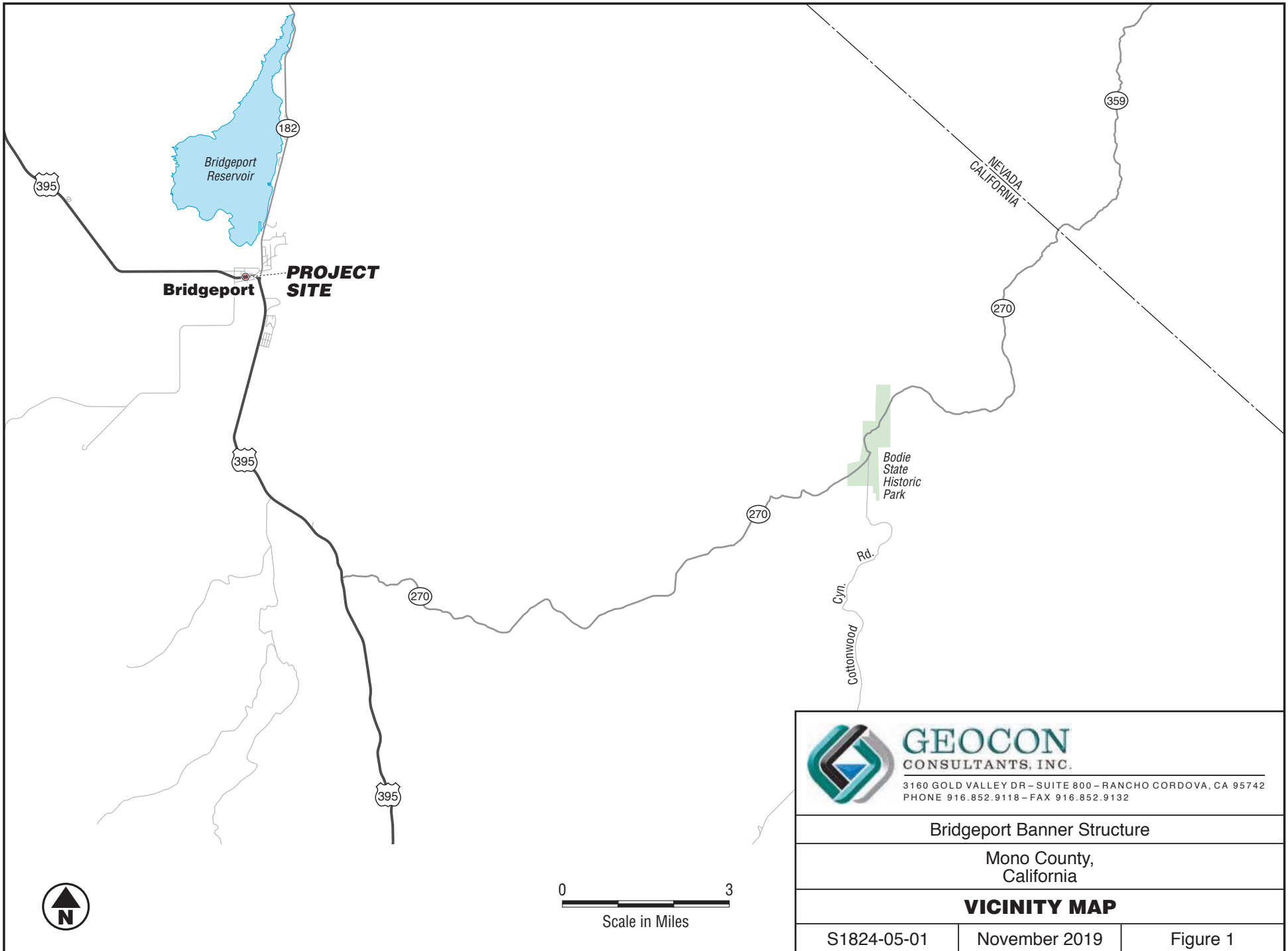
**GEOCON CONSULTANTS, INC.**

Victor M. Guardado, EIT  
Senior Staff Engineer

Jeremy J. Zorne, PE, GE  
Senior Engineer



Attachments:            Figure 1, Vicinity Map  
                                 Figure 2, Site Plan  
                                 Figure 3, Key to Logs  
                                 Figure 4 and 5, Log of Borings (B1 and B2)  
                                 Figure 6, Summary of Laboratory Results  
                                 Figure 7, Atterberg Limits  
                                 Figure 8, Grain Size Distribution  
                                 Figure 9 and 10, Direct Shear Strength Reports



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<b>Bridgeport Banner Structure</b>		
Mono County, California		
<b>VICINITY MAP</b>		
S1824-05-01	November 2019	Figure 1





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Bridgeport Banner Structure

Mono County,  
California

**SITE PLAN**

S1824-05-01

November 2019

Figure 2

LEGEND:

B2 ⊗ Approximate Boring Location





## UNIFIED SOIL CLASSIFICATION

MAJOR DIVISIONS			TYPICAL NAMES	
COARSE-GRAINED SOILS MORE THAN HALF IS COARSER THAN NO. 200 SIEVE	GRAVELS MORE THAN HALF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE SIZE	CLEAN GRAVELS WITH LITTLE OR NO FINES	GW	WELL GRADED GRAVELS WITH OR WITHOUT SAND, LITTLE OR NO FINES
		GRAVELS WITH OVER 12% FINES	GP	POORLY GRADED GRAVELS WITH OR WITHOUT SAND, LITTLE OR NO FINES
			GM	SILTY GRAVELS, SILTY GRAVELS WITH SAND
		GC	CLAYEY GRAVELS, CLAYEY GRAVELS WITH SAND	
	SANDS MORE THAN HALF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE SIZE	CLEAN SANDS WITH LITTLE OR NO FINES	SW	WELL GRADED SANDS WITH OR WITHOUT GRAVEL, LITTLE OR NO FINES
		SANDS WITH OVER 12% FINES	SP	POORLY GRADED SANDS WITH OR WITHOUT GRAVEL, LITTLE OR NO FINES
			SM	SILTY SANDS WITH OR WITHOUT GRAVEL
		SC	CLAYEY SANDS WITH OR WITHOUT GRAVEL	
FINE-GRAINED SOILS MORE THAN HALF IS FINER THAN NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT 50% OR LESS	ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTS WITH SANDS AND GRAVELS	
		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, CLAYS WITH SANDS AND GRAVELS, LEAN CLAYS	
		OL	ORGANIC SILTS OR CLAYS OF LOW PLASTICITY	
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50%	MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS, FINE SANDY OR SILTY SOILS, ELASTIC SILTS	
		CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS	
		OH	ORGANIC CLAYS OR CLAYS OF MEDIUM TO HIGH PLASTICITY	
	HIGHLY ORGANIC SOILS	PT	PEAT AND OTHER HIGHLY ORGANIC SOILS	

## BEDDING SPACING DESCRIPTIONS

THICKNESS/SPACING	DESCRIPTOR
GREATER THAN 10 FEET	MASSIVE
3 TO 10 FEET	VERY THICKLY BEDDED
1 TO 3 FEET	THICKLY BEDDED
3 1/4-INCH TO 1 FOOT	MODERATELY BEDDED
1 1/4-INCH TO 3 1/4-INCH	THINLY BEDDED
3/4-INCH TO 1 1/4-INCH	VERY THINLY BEDDED
LESS THAN 3/4-INCH	LAMINATED

## STRUCTURE DESCRIPTIONS

CRITERIA	DESCRIPTION
ALTERNATING LAYERS OF VARYING MATERIAL OR COLOR WITH LAYERS AT LEAST 1/2-INCH THICK	STRATIFIED
ALTERNATING LAYERS OF VARYING MATERIAL OR COLOR WITH LAYERS LESS THAN 1/2-INCH THICK	LAMINATED
BREAKS ALONG DEFINITE PLANES OF FRACTURE WITH LITTLE RESISTANCE TO FRACTURING	FISSURED
FRACTURE PLANES APPEAR POLISHED OR GLOSSY, SOMETIMES STRIATED	SLICKENSIDED
COHESIVE SOIL THAT CAN BE BROKEN DOWN INTO SMALLER ANGULAR LUMPS WHICH RESIST FURTHER BREAKDOWN	BLOCKY
INCLUSION OF SMALL POCKETS OF DIFFERENT SOIL, SUCH AS SMALL LENSES OF SAND SCATTERED THROUGH A MASS OF CLAY	LENSED
SAME COLOR AND MATERIAL THROUGHOUT	HOMOGENOUS

## CEMENTATION/INDURATION DESCRIPTIONS

FIELD TEST	DESCRIPTION
CRUMBLES OR BREAKS WITH HANDLING OR LITTLE FINGER PRESSURE	WEAKLY CEMENTED/INDURATED
CRUMBLES OR BREAKS WITH CONSIDERABLE FINGER PRESSURE	MODERATELY CEMENTED/INDURATED
WILL NOT CRUMBLE OR BREAK WITH FINGER PRESSURE	STRONGLY CEMENTED/INDURATED

## IGNEOUS/METAMORPHIC ROCK STRENGTH DESCRIPTIONS

FIELD TEST	DESCRIPTION
MATERIAL CRUMBLES WITH BARE HAND	WEAK
MATERIAL CRUMBLES UNDER BLOWS FROM GEOLOGY HAMMER	MODERATELY WEAK
1/2-INCH INDENTATIONS WITH SHARP END FROM GEOLOGY HAMMER	MODERATELY STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH ONE BLOW FROM GEOLOGY HAMMER	STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH COUPLE BLOWS FROM GEOLOGY HAMMER	VERY STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH MANY BLOWS FROM GEOLOGY HAMMER	EXTREMELY STRONG

## IGNEOUS/METAMORPHIC ROCK WEATHERING DESCRIPTIONS

DEGREE OF DECOMPOSITION	FIELD RECOGNITION	ENGINEERING PROPERTIES
SOIL	DISCOLORED, CHANGED TO SOIL, FABRIC DESTROYED	EASY TO DIG
COMPLETELY WEATHERED	DISCOLORED, CHANGED TO SOIL, FABRIC MAINLY PRESERVED	EXCAVATED BY HAND OR RIPPING (Saprolite)
HIGHLY WEATHERED	DISCOLORED, HIGHLY FRACTURED, FABRIC ALTERED AROUND FRACTURES	EXCAVATED BY HAND OR RIPPING, WITH SLIGHT DIFFICULTY
MODERATELY WEATHERED	DISCOLORED, FRACTURES, INTACT ROCK-NOTICEABLY WEAKER THAN FRESH ROCK	EXCAVATED WITH DIFFICULTY WITHOUT EXPLOSIVES
SLIGHTLY WEATHERED	MAY BE DISCOLORED, SOME FRACTURES, INTACT ROCK-NOT NOTICEABLY WEAKER THAN FRESH ROCK	REQUIRES EXPLOSIVES FOR EXCAVATION, WITH PERMEABLE JOINTS AND FRACTURES
FRESH	NO DISCOLORATION, OR LOSS OF STRENGTH	REQUIRES EXPLOSIVES

## IGNEOUS/METAMORPHIC ROCK JOINT/FRACTURE DESCRIPTIONS

FIELD TEST	DESCRIPTION
NO OBSERVED FRACTURES	UNFRACTURED/UNJOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 1 TO 3 FOOT INTERVALS	SLIGHTLY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 4-INCH TO 1 FOOT INTERVALS	MODERATELY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 1-INCH TO 4-INCH INTERVALS WITH SCATTERED FRAGMENTED INTERVALS	INTENSELY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT LESS THAN 1-INCH INTERVALS; MOSTLY RECOVERED AS CHIPS AND FRAGMENTS	VERY INTENSELY FRACTURED/JOINTED

## BORING/TRENCH LOG LEGEND

	PENETRATION RESISTANCE						
	SAND AND GRAVEL			SILT AND CLAY			
	RELATIVE DENSITY	BLOWS PER FOOT (SPT)*	BLOWS PER FOOT (MOD-CAL)*	CONSISTENCY	BLOWS PER FOOT (SPT)*	BLOWS PER FOOT (MOD-CAL)*	COMPRESSIVE STRENGTH (tsf)
No Recovery							
Shelby Tube Sample							
Bulk Sample							
SPT Sample							
Modified California Sample							
Groundwater Level (At Completion)							
Groundwater Level (Seepage)							
	VERY LOOSE	0 - 4	0 - 6	VERY SOFT	0 - 2	0 - 3	0 - 0.25
	LOOSE	5 - 10	7 - 16	SOFT	3 - 4	4 - 6	0.25 - 0.50
	MEDIUM DENSE	11 - 30	17 - 48	MEDIUM STIFF	5 - 8	7 - 13	0.50 - 1.0
	DENSE	31 - 50	49 - 79	STIFF	9 - 15	14 - 24	1.0 - 2.0
	VERY DENSE	OVER 50	OVER 79	VERY STIFF	16 - 30	25 - 48	2.0 - 4.0
				HARD	OVER 30	OVER 48	OVER 4.0

\*NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE LAST 12 INCHES OF AN 18-INCH DRIVE

## MOISTURE DESCRIPTIONS

FIELD TEST	APPROX. DEGREE OF SATURATION, S (%)	DESCRIPTION
NO INDICATION OF MOISTURE; DRY TO THE TOUCH	S < 25	DRY
SLIGHT INDICATION OF MOISTURE	25 <= S < 50	DAMP
INDICATION OF MOISTURE; NO VISIBLE WATER	50 <= S < 75	MOIST
MINOR VISIBLE FREE WATER	75 <= S < 100	WET
VISIBLE FREE WATER	100	SATURATED

## QUANTITY DESCRIPTIONS

APPROX. ESTIMATED PERCENT	DESCRIPTION
< 5%	TRACE
5 - 10%	FEW
11 - 25%	LITTLE
26 - 50%	SOME
> 50%	MOSTLY

## GRAVEL/COBBLE/BOULDER DESCRIPTIONS

CRITERIA	DESCRIPTION
PASS THROUGH A 3-INCH SIEVE AND BE RETAINED ON A NO. 4 SIEVE (#4 TO 3")	GRAVEL
PASS A 12-INCH SQUARE OPENING AND BE RETAINED ON A 3-INCH SIEVE (3"-12")	COBBLE
WILL NOT PASS A 12-INCH SQUARE OPENING (> 12")	BOULDER

## LABORATORY TEST KEY

CP - COMPACTION CURVE (ASTM D1557)	R - R-VALUE (CTM 301)
CR - CORROSION ANALYSIS (CTM 422, 643, 417)	SE - SAND EQUIVALENT (CTM 217)
DS - DIRECT SHEAR (ASTM D3080)	TXCU - CONSOLIDATED UNDRAINED TRIAXIAL (ASTM D4767)
EI - EXPANSION INDEX (ASTM D4829)	TXUU - UNCONSOLIDATED UNDRAINED TRIAXIAL (ASTM D2850)
GSA - GRAIN SIZE ANALYSIS (ASTM D422)	UC - UNCONFINED COMPRESSIVE STRENGTH (ASTM D2166)
MC - MOISTURE CONTENT (ASTM D2216)	
PI - PLASTICITY INDEX (ASTM D4318)	



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## KEY TO LOGS

Figure 3

DEPTH IN FEET	SAMPLE INTERVAL & RECOVERY	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	<b>BORING B1</b>			PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)	ADDITIONAL TESTS
					ELEV. (MSL.) <u>-6.475</u>	DATE COMPLETED <u>10/17/2019</u>	ENG./GEO. <u>Tyler Henderson</u>				
<b>MATERIAL DESCRIPTION</b>											
0						- 3 inches of asphalt concrete					
1	B1-Bulk			SC-SM		- 6 inches of aggregate base					
2						<b>ALLUVIUM</b> Very loose, moist, dark grayish brown, Silty Clayey SAND, trace fine gravel, fine to coarse sand					
3	B1-2.5										PI, GSA
4	B1-3						5	103.9	23.2		
5	B1-3.5										
6	B1-5					- medium dense, trace clay					CR DS
7	B1-5.5				SP		23				
8	B1-6					Medium dense, moist, brown, Poorly Graded SAND with gravel, fine to coarse sand, fine gravel					
9	B1-8.5						38				
10	B1-10					- dense, tan with gray, white and orange					
11	B1-10.5						62/11	118.5	12.4		GSA DS
12	B1-11										
13											
14											
15	B1-15					- loose, 7 feet of heave (sample of slough material)					
16	B1-15.5										
	B1-16						15				
					BORING TERMINATED AT 16.5 FEET GROUNDWATER ENCOUNTERED AT 10 FEET BACKFILLED WITH SOIL CUTTINGS AND NEAT CEMENT GROUT						

Figure 4, Log of Boring, page 1 of 1



SAMPLE SYMBOLS		
	... SAMPLING UNSUCCESSFUL	
	... DISTURBED OR BAG SAMPLE	
	... STANDARD PENETRATION TEST	
	... CHUNK SAMPLE	
		... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.

DEPTH IN FEET	SAMPLE INTERVAL & RECOVERY	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	<b>BORING B2</b>			PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)	ADDITIONAL TESTS	
					ELEV. (MSL.) <u>~-6.475</u>	DATE COMPLETED <u>10/17/2019</u>	ENG./GEO. <u>Tyler Henderson</u>					DRILLER <u>V&amp;W</u>
<b>MATERIAL DESCRIPTION</b>												
0												
1	B2-BULK			SC-SM	- 4 inches of asphalt concrete							
2					- 6 inches of aggregate base							
3	B2-2.5				<b>ALLUVIUM</b>							
4	B2-3				Loose, moist, grayish brown, Silty Clayey SAND, trace fine gravel, fine to coarse sand							
5	B2-3.5						11	114.5	13.4			
6	B2-5.5				- medium dense, wet							
7	B2-6						32	124.3	12.2			
8	B2-7.5			SP-SC	Very dense, wet, grayish brown, Poorly Graded SAND with silty clay and gravel, fine to coarse sand, fine gravel							
9	B2-8						81/8	130.9	11.1	GSA		
10												
11	B2-10.5				- very loose, 4 feet of heave (sample of slough material)							
12	B2-11						2			CR		
13												
14												
15	B2-15											
16	B2-15.5				- loose, 6 feet of heave (sample of slough material)						GSA	
	B2016						12					
					BORING TERMINATED AT 16.5 FEET GROUNDWATER ENCOUNTERED AT 5 FEET BACKFILLED WITH SOIL CUTTINGS AND NEAT CEMENT GROUT							

Figure 5, Log of Boring, page 1 of 1



SAMPLE SYMBOLS		
	... SAMPLING UNSUCCESSFUL	
	... DISTURBED OR BAG SAMPLE	
	... STANDARD PENETRATION TEST	
	... CHUNK SAMPLE	
		... DRIVE SAMPLE (UNDISTURBED)
		... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.

Sample ID	Depth (feet)	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Water Content (%)	Dry Density (pcf)
B1-3.0	3	24	17	7	---	31.8		
B1-3.5	3.5				---		23.2	103.9
B1-10.5	10.5				---	2.9	12.4	118.5
B2-3.0	3				---		13.4	114.5
B2-6.0	6				---		12.2	124.3
B2-8.0	8				---	7.5	11.1	130.9
B2-15.0	15				---	6.1		

US LAB SUMMARY GEOTECH 2\_S1824-05-01 BRIDGEPORT BANNER STRUCTURE.GPJ US LAB.GDT 11/18/19

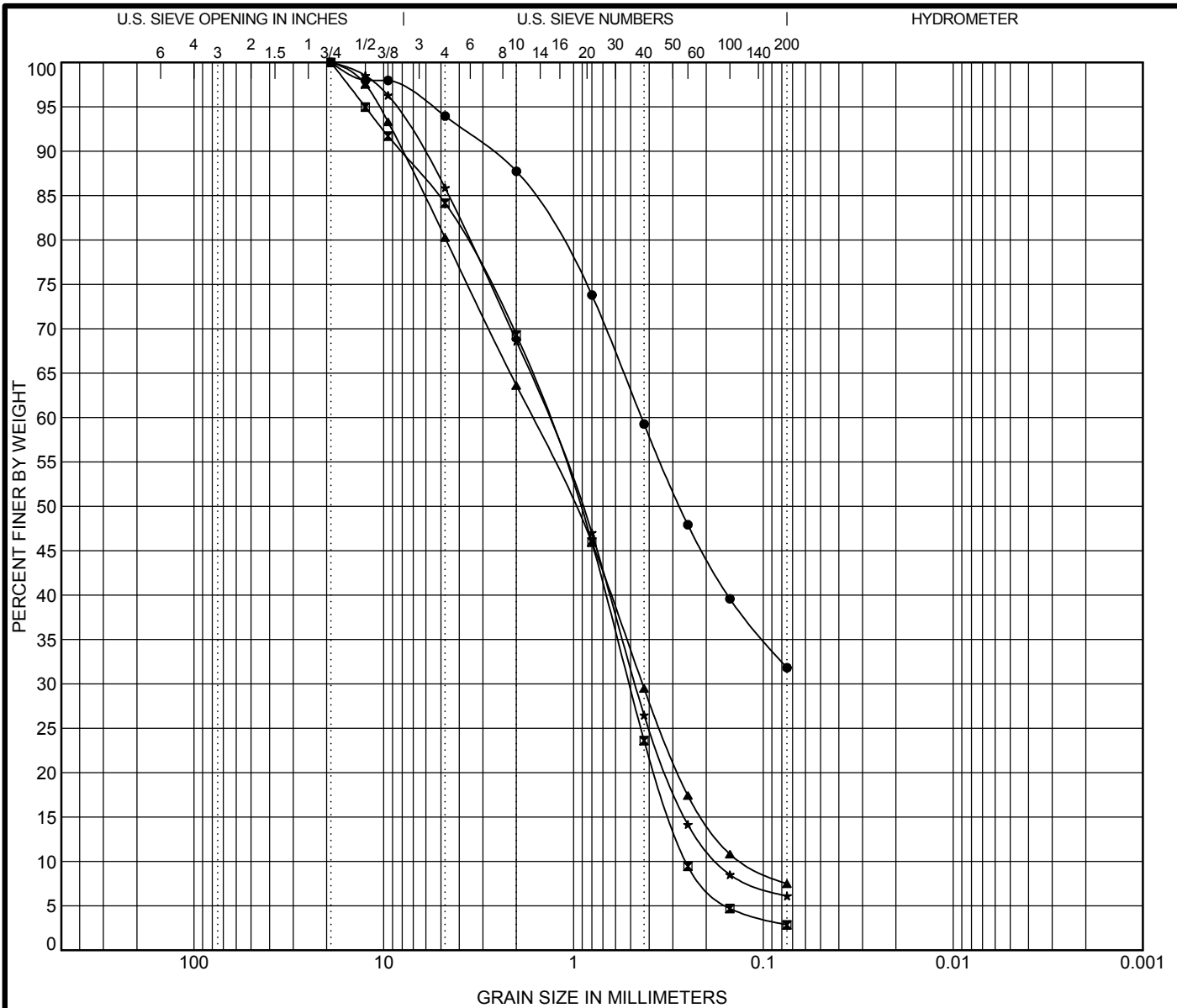


Geocon Consultants  
 3160 Gold Valley Drive, Suite 800  
 Rancho Cordova, CA 95742  
 Telephone: 9168529118

**Summary of Laboratory Results**

Project: Bridgeport Banner Structure  
 Location: Bridgeport, CA  
 Number: S1824-05-01  
 Figure: 6






COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Sample No.	Classification	LL	PL	PI	Cc	Cu
● B1-3.0	SILTY, CLAYEY SAND(SC-SM)	24	17	7		
☒ B1-10.5	POORLY GRADED SAND with GRAVEL(SP)				0.73	5.4
▲ B2-8.0	POORLY GRADED SAND with SILTY CLAY and GRAVEL (SP-SC)				0.90	13.1
★ B2-15.0	POORLY GRADED SAND with SILTY CLAY (SP-SC)				0.94	8.1

Sample No.	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● B1-3.0	19	0.439			6.0	62.1	31.8	
☒ B1-10.5	19	1.388	0.509	0.255	15.8	81.3	2.9	
▲ B2-8.0	19	1.658	0.434	0.126	19.7	72.8	7.5	
★ B2-15.0	19	1.389	0.474	0.172	14.1	79.8	6.1	



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3160 Gold Valley Drive, Suite 800  
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Telephone: 916-852-9118

**GRAIN SIZE DISTRIBUTION (ASTM D422, D6913)**

Project: Bridgeport Banner Structure  
Location: Bridgeport, CA  
Number: S1824-05-01  
Figure: 8

GRAIN SIZE COPY 2 S1824-05-01 BRIDGEPORT BANNER STRUCTURE.GPJ US LAB.GDT 11/18/19

**BRIDGEPORT**

S1824-05-01

Date: Friday, November 15, 2019

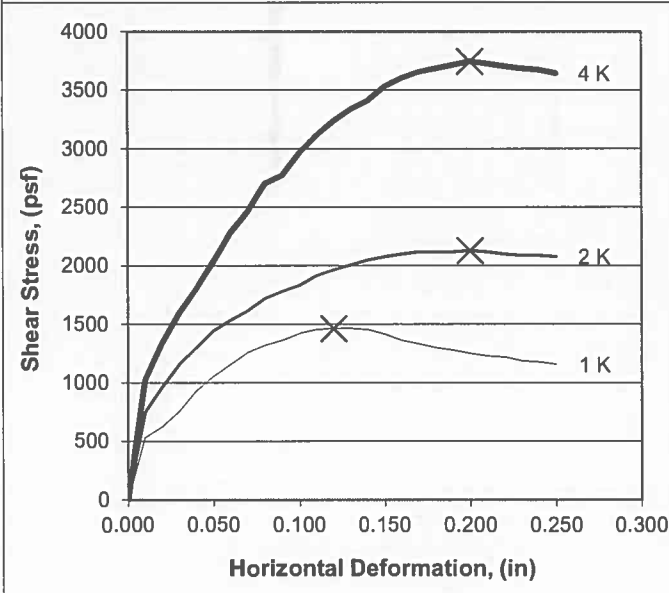
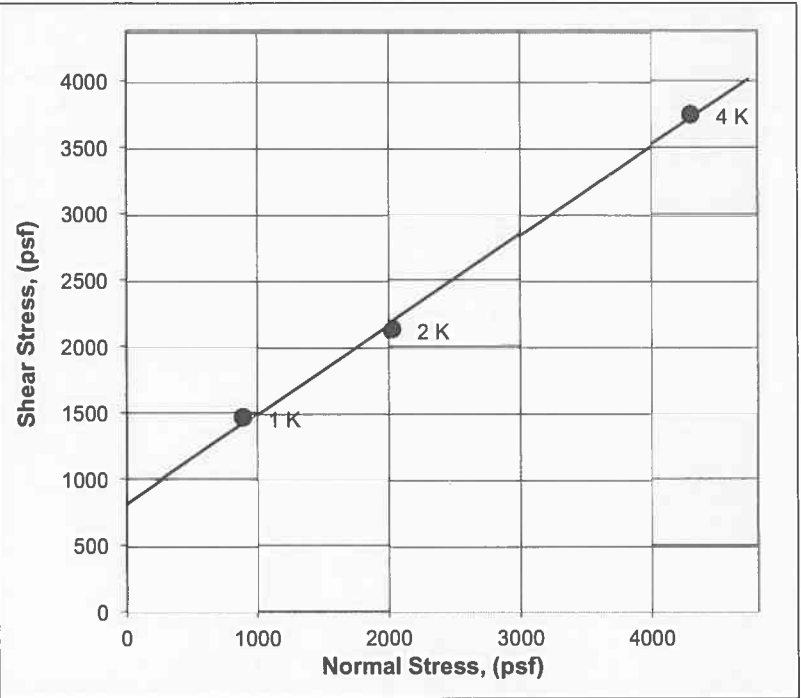
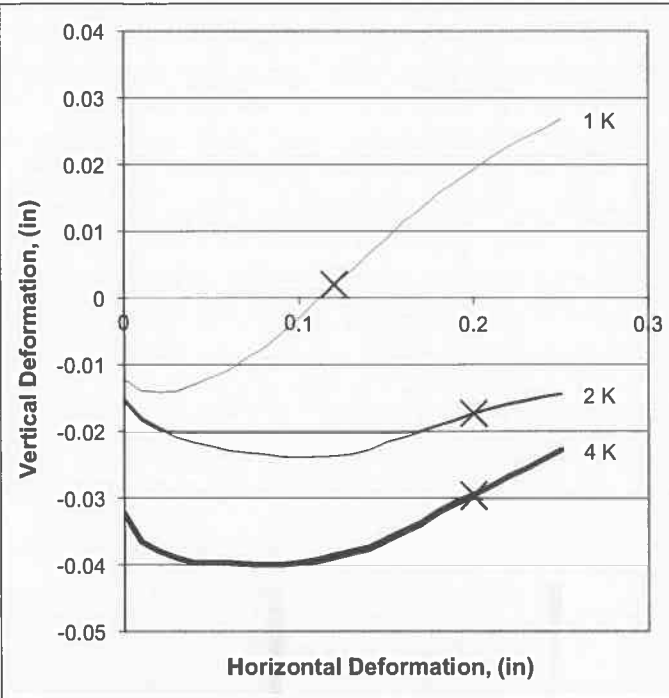
By: JD

Sample No.: B1-6

Natural or Remold: Natural

Description: SM- GRAY BROWN SILTY (F-C) SAND W/ TRACE CLAY

Remarks:



$\phi$ (Degrees)	34.0
c (psf)	821
Tan $\phi$	0.675
Method	Calc

	Load	1 K	2 K	4 K
<b>INITIAL</b>				
Water Content		13.1%	12.5%	12.2%
Dry Density (pcf)		121.2	112.9	118.0
Saturation*		94.7%	71.2%	80.7%
Height (inches)		1.00	1.00	1.00
<b>AFTER TEST</b>				
Water Content		13.6%	15.4%	14.1%
Dry Density (pcf)		118.0	114.6	120.7
<b>FAILURE</b>				
Normal Stress (psf)		890	2030	4300
Failure Stress (psf)		1464	2129	3746
Failure Definition		Max	Max	Max
Displacement (in)		0.12	0.20	0.20
Rate (in/min)		0.0100	0.0100	0.0100

\* Degree of saturation calculated with a specific gravity of 2.65

Figure 9

**Bridge port Banner**

S1824-05-01

Date: Friday, November 15, 2019

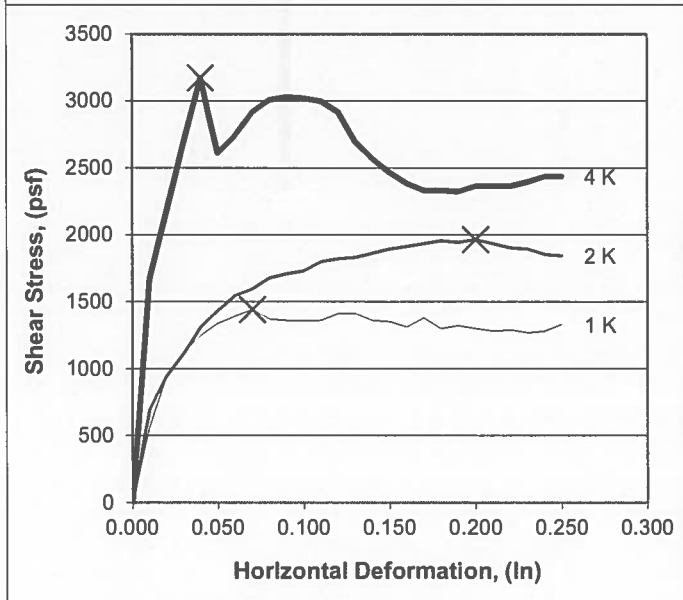
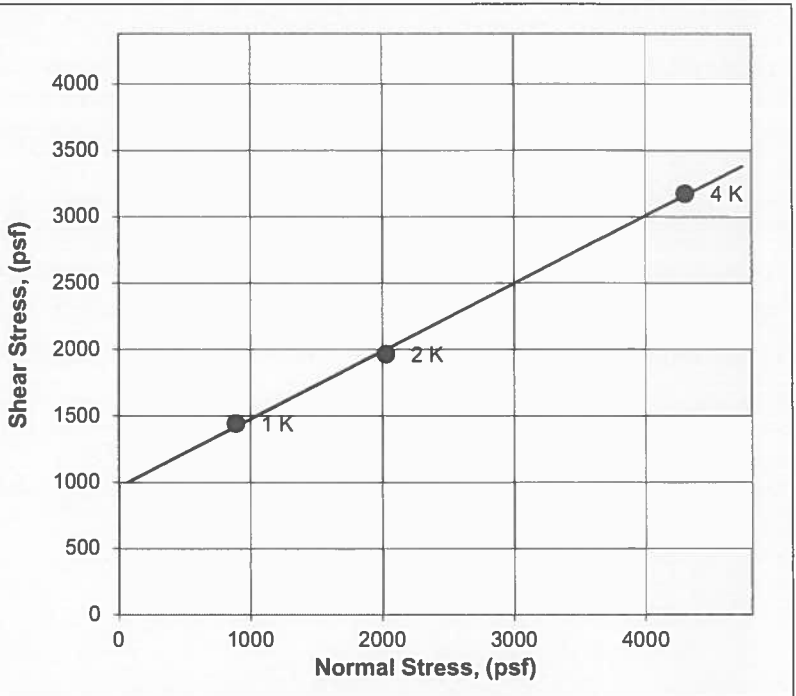
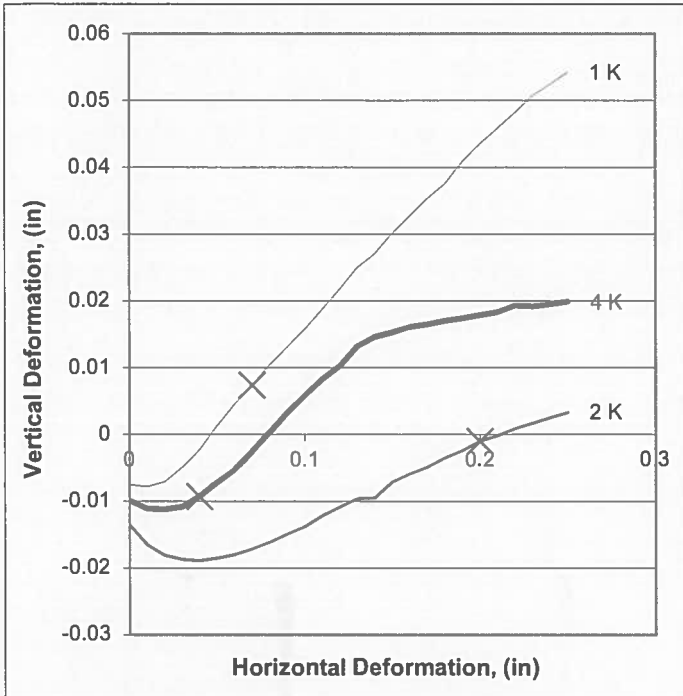
By: JD

Sample No.: B1-11

Natural or Remold: Natural

Description: SM-Gray brown silty (f-c) sand with little gravel

Remarks:



$\phi$ (Degrees)	27.1
c (psf)	964
Tan $\phi$	0.511
Method	Calc

	Load	1 K	2 K	4 K
<b>INITIAL</b>				
Water Content		11.4%	11.9%	15.8%
Dry Density (pcf)		125.4	112.5	118.1
Saturation*		94.4%	67.1%	104.4%
Height (inches)		1.00	1.00	1.00
<b>AFTER TEST</b>				
Water Content		11.1%	16.4%	17.4%
Dry Density (pcf)		118.9	112.1	115.8
<b>FAILURE</b>				
Normal Stress (psf)		890	2030	4300
Failure Stress (psf)		1443	1965	3173
Failure Definition		Max	Max	Max
Displacement (in)		0.07	0.20	0.04
Rate (in/min)		0.0100	0.0100	0.0100

\* Degree of saturation calculated with a specific gravity of 2.65

Figure 10





Project No. S1824-05-01  
September 16, 2020

VIA ELECTRONIC MAIL

Robert F. Lauder, PE  
RL Engineering  
625 Fairview Drive #112  
Carson City, Nevada 89701

Subject: GEOTECHNICAL REPORT UPDATE  
BRIDGEPORT BANNER STRUCTURE  
HIGHWAY 395 AT SCHOOL STREET  
BRIDGEPORT, CALIFORNIA

Reference: *Limited Geotechnical Investigation, Bridgeport Banner Structure, Highway 395 at School Street, Bridgeport, California*, Geocon Consultants, Inc. (Project No. S1824-05-01), November 27, 2019.

Mr. Lauder:

In accordance with your request, we have prepared this geotechnical report update for the proposed banner structure in Bridgeport, California.

Geocon prepared the referenced geotechnical design report for the project. Our previous report (referenced above) cited and provided geotechnical and seismic design recommendations per the 2016 *California Building Code (CBC)*, the governing building code in effect at the time. We understand that the project will be designed per the 2019 CBC which went into effect January 1, 2020. Among other changes, the 2019 CBC includes updates/changes to developing seismic design parameters. An update to our geotechnical report is necessary to incorporate the changes required by code.

The following recommendations and design parameters are intended to supplement and/or supersede the recommendations contained in our previous geotechnical report (referenced above).

**Code-Based Seismic Design Parameters (2019 CBC)**

We understand that seismic design of the proposed structures will be performed in accordance with the provisions of the 2019 CBC, the seismic provisions of which are based on the American Society of Civil Engineers (ASCE)/Structural Engineering Institute (SEI) publication: *ASCE/SEI 7-16, Minimum Design Loads and Associated Criteria for Buildings and Other Structures* (ASCE/SEI, 2017). We used the *Structural Engineers Association of California (SEAOC)* and *Office of Statewide Health Planning and Development (OSHPD)* web application *Seismic Design Maps* (<https://seismicmaps.org/>) to evaluate site-specific seismic design parameters in accordance with ASCE 7-16.

For seismic design purposes, sites are classified as Site Class “A” through “F” as follows:

- Site Class A – Hard Rock;
- Site Class B – Rock;
- Site Class C – Very Dense Soil and Soft Rock;

- Site Class D – Stiff Soil;
- Site Class E – Soft Clay Soil; and
- Site Class F – Soils Requiring Site Response Analysis.

Based on the subsurface conditions at the site, the Site Classification is Site Class “D” per Table 20.3-1 of ASCE/SEI 7-16. For the purposes of evaluating code-based seismic parameters for design, we assumed a seismic Risk Category II (per the CBC) for the project. Results are summarized in Table 1.

**TABLE 1**  
**ASCE 7-16 (CODE-BASED) SEISMIC DESIGN PARAMETERS**  
**SITE CLASS “D” – STIFF SOIL**

Parameter	Value	ASCE 7-16 Reference
MCE <sub>R</sub> Ground Motion Spectral Response Acceleration – Class B (short), S <sub>s</sub>	1.196g	Figure 22-1
MCE <sub>R</sub> Ground Motion Spectral Response Acceleration – Class B (1 sec), S <sub>1</sub>	0.39g	Figure 22-2
Site Coefficient, F <sub>A</sub>	1.2	Table 11.4-1
Site Coefficient, F <sub>V</sub>	1.91*	Table 11.4-2
Site Class Modified MCE <sub>R</sub> Spectral Response Acceleration (short), S <sub>MS</sub>	1.436g	Eq. 11.4-1
Site Class Modified MCE <sub>R</sub> Spectral Response Acceleration (1 sec), S <sub>M1</sub>	0.745g*	Eq. 11.4-2
5% Damped Design Spectral Response Acceleration (short), S <sub>DS</sub>	0.957g	Eq. 11.4-3
5% Damped Design Spectral Response Acceleration (1 sec), S <sub>D1</sub>	0.497g*	Eq. 11.4-4
Long-Period Transition Period, T <sub>L</sub>	<b>6 seconds</b>	Figs. 22-14 through 22-17
T <sub>S</sub> = S <sub>D1</sub> / S <sub>DS</sub>	<b>0.519 seconds</b>	Chapter 11
<p>*Per Section 11.4.8 of ASCE/SEI 7-16, a site-specific ground motion hazard analysis (GMHA) shall be performed for projects on Site Class “D” sites with long-period spectral acceleration (S<sub>1</sub>) greater than 0.2g, which is true for this site. However, Section 11.4.8 also provides exceptions which indicate that the ground motion hazard analysis may be waived, provided the exceptions are followed. Using the code-based values presented in the table above in lieu of a performing a ground motion hazard analysis requires that the exceptions outlined in ASCE 7-16 Section 11.4.8 be followed.</p> <p>Specifically for this site/project, Exception No. 2 would apply which states that a GMHA is not required for: <i>Structures on Site Class D sites with S<sub>1</sub> greater than or equal to 0.2, provided the value of the seismic response coefficient C<sub>s</sub> is determined by Eq. (12.8-2) for values of T ≤ 1.5T<sub>s</sub> and taken as equal to 1.5 times the value computed in accordance with either Eq. (12.8-3) for T<sub>L</sub> ≥ T &gt; 1.5T<sub>s</sub> or Eq. (12.8-4) for T &gt; T<sub>L</sub>.</i></p>		

Table 2 presents additional seismic design parameters for projects with Seismic Design Categories of D through F in accordance with ASCE 7-16 for the mapped maximum considered geometric mean (MCE<sub>G</sub>).

**TABLE 2**  
**ASCE 7-16 SITE ACCELERATION DESIGN PARAMETERS**

Parameter	Value	ASCE 7-16 Reference
Mapped MCE <sub>G</sub> Peak Ground Acceleration, PGA	0.523g	Figure 22-7
Site Coefficient, F <sub>PGA</sub>	1.2	Table 11.8-1
Site Class Modified MCE <sub>G</sub> Peak Ground Acceleration, PGA <sub>M</sub>	0.628g	Section 11.8.3 (Eq. 11.8-1)

Conformance to the criteria presented in Tables 1 and 2 for seismic design does not constitute any kind of guarantee or assurance that significant structural damage or ground failure will not occur if a maximum level earthquake occurs. The primary goal of seismic design is to protect life and not to avoid structural damage, since such design may be economically prohibitive.

### CLOSURE

The remaining conclusions, recommendations, and design parameters presented in our referenced previous geotechnical report remain valid as presented. Our professional services were performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices used in this area at this time. We make no warranty, express or implied.

Please contact us if you have any questions concerning the contents of this report or if we may be of further service.

Respectfully Submitted,

**GEOCON CONSULTANTS, INC.**



Victor M. Guardado, EIT  
Senior Staff Engineer



Jeremy J. Zorne, PE, GE  
Senior Engineer



# **SECTION IV**



## **PROJECT PLANS**

### **Bridgeport Banner**

**Project No. 9565**

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**NOTES:**

1. THE CONTRACTOR SHALL OBTAIN A PERMIT PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE LIMITS OF THE RIGHT-OF-WAY.
2. THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL EXISTING UTILITIES ENCOUNTERED DURING EXCAVATION. ANY DAMAGE TO EXISTING UTILITIES CAUSED BY THE OPERATION OF THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO MONO COUNTY DEPARTMENT OF PUBLIC WORKS REQUIREMENTS, STATE OF CALIFORNIA HEALTH DIVISION REQUIREMENTS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE CALIFORNIA BUILDING CODE, THE CALIFORNIA PLUMBING CODE AND THE CALIFORNIA FIRE CODE.
4. ALL CONSTRUCTION SHALL BE PERFORMED IN COMPLIANCE WITH THE STATE OF CALIFORNIA AIR POLLUTION CONTROL REGULATIONS. THE CONTRACTOR SHALL MAINTAIN AN ONGOING DUST CONTROL PROGRAM USING THE APPLICATION OF WATER AND/OR DUST FALLIATIVE.
5. CONSTRUCTION SIGNS AND BARRICADES SHALL CONFORM TO THE REQUIREMENTS OF THE M.U.T.C.D. MANUAL, LATEST EDITION, AND THE CALIFORNIA SUPPLEMENT THERETO.
6. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT "CALL BEFORE YOU DIG" (1-800-227-2600) FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
7. LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE UTILITY COMPANY FOR THE EXACT DEPTH AND LOCATION OF THE UTILITY, OR TO POT-HOLE AND VERIFY THE LOCATION AND ELEVATION OF THE UTILITY. IF THERE ARE DISCREPANCIES BETWEEN ACTUAL AND WHAT IS SHOWN ON THE PLANS, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES PRIOR TO CONSTRUCTION.
8. THE APPROVED PLAN, PERMIT AND INSPECTION RECORD MUST BE ON THE JOB SITE AT ALL TIMES.
9. ALL CLEARING, GRADING OR FILLING OF LAND IS SUBJECT TO SECTION 1803 OF THE CALIFORNIA BUILDING CODE.
10. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE DESIGN ENGINEER.
11. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF PROPER SHORING OF TRENCHES IN ACCORDANCE WITH OCCUPATIONAL SAFETY LAWS.
12. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY PRIOR TO CONSTRUCTION.
13. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.

# BANNER SUPPORT STRUCTURE SINCLAIR AND MAIN STREETS BRIDGEPORT, CA



Date	
Rev. No.	1
	2
	3
	4
	5
	6

**RL ENGINEERING**  
625 Fairview Drive #112  
Carson City, NV 89701  
PHONE (775)884-3205 FAX (775)297-3552  
E-MAIL: rob.lauder@rl-engr.com

**OWNER:**

MONO COUNTY DEPT. OF PUBLIC WORKS  
74 NORTH SCHOOL STREET  
P.O. BOX 457  
BRIDGEPORT, CA, 93517  
760-932-5440

**SHEET INDEX:**

- T1 TITLE SHEET
- C0 DEMOLITION PLAN
- C1 IMPROVEMENT PLANS
- C2 GRADING PLAN
- S1 STRUCTURAL PLANS & DETAILS

**STRUCTURAL DESIGN CRITERIA:**

AASHTO STD. SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS  
2019 CBC/ASCE 7-16  
115 MPH WIND 3-SEC. GUST EXP. C (ULTIMATE)  
SEISMIC DESIGN CATEGORY D  
MIN. FOOTING DEPTH 24"  
1,500 PSF ASSUMED ALLOWABLE SOIL BEARING  
350 PSF/FOOT OF DEPTH LATERAL SOIL BEARING CAPACITY (SEE GEOTECH. REPORT)

**PROJECT SUMMARY:**

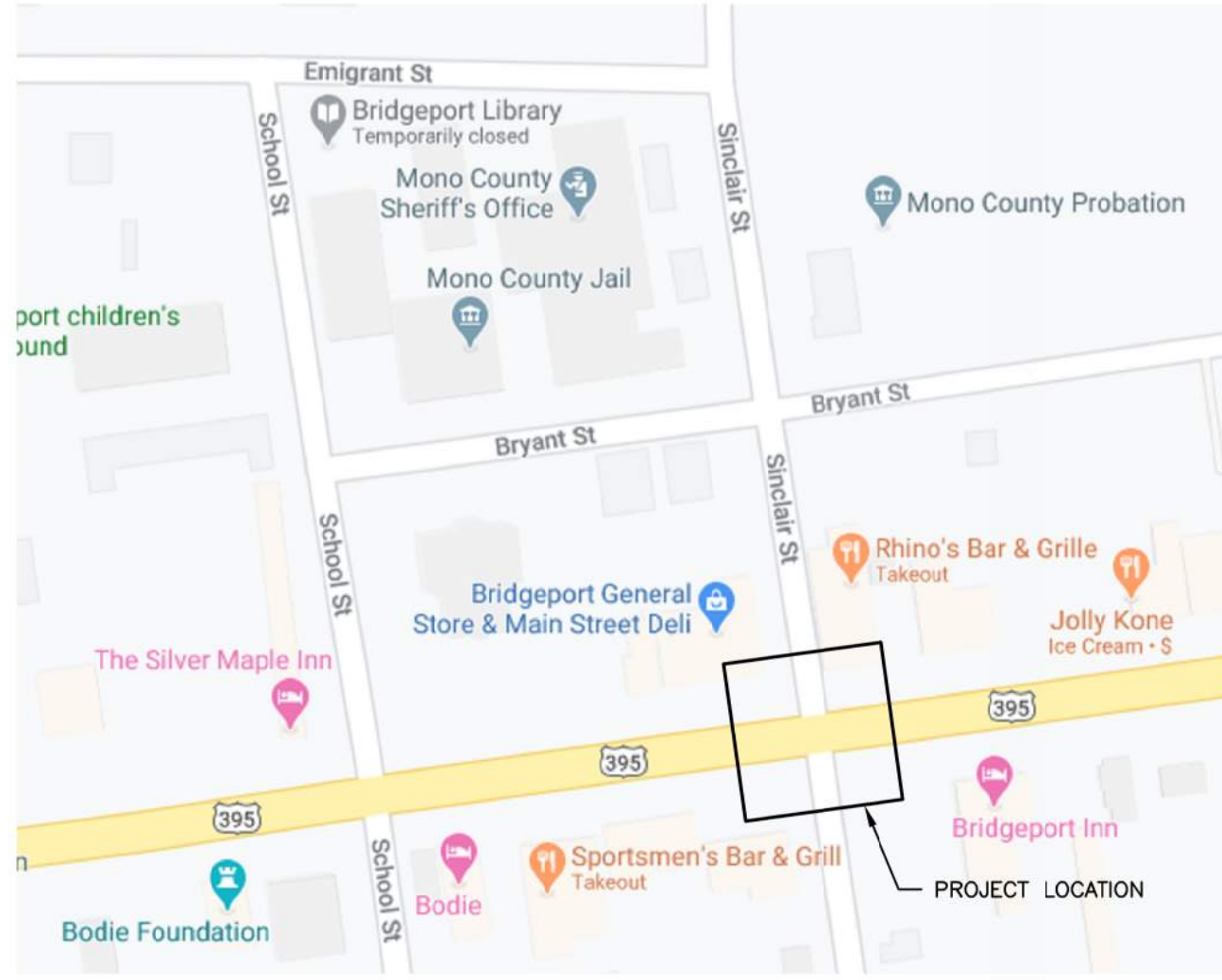
SUPPORT COLUMNS FOR BANNER SPANNING HWY. 395.

**DEFERRED SUBMITTALS:**

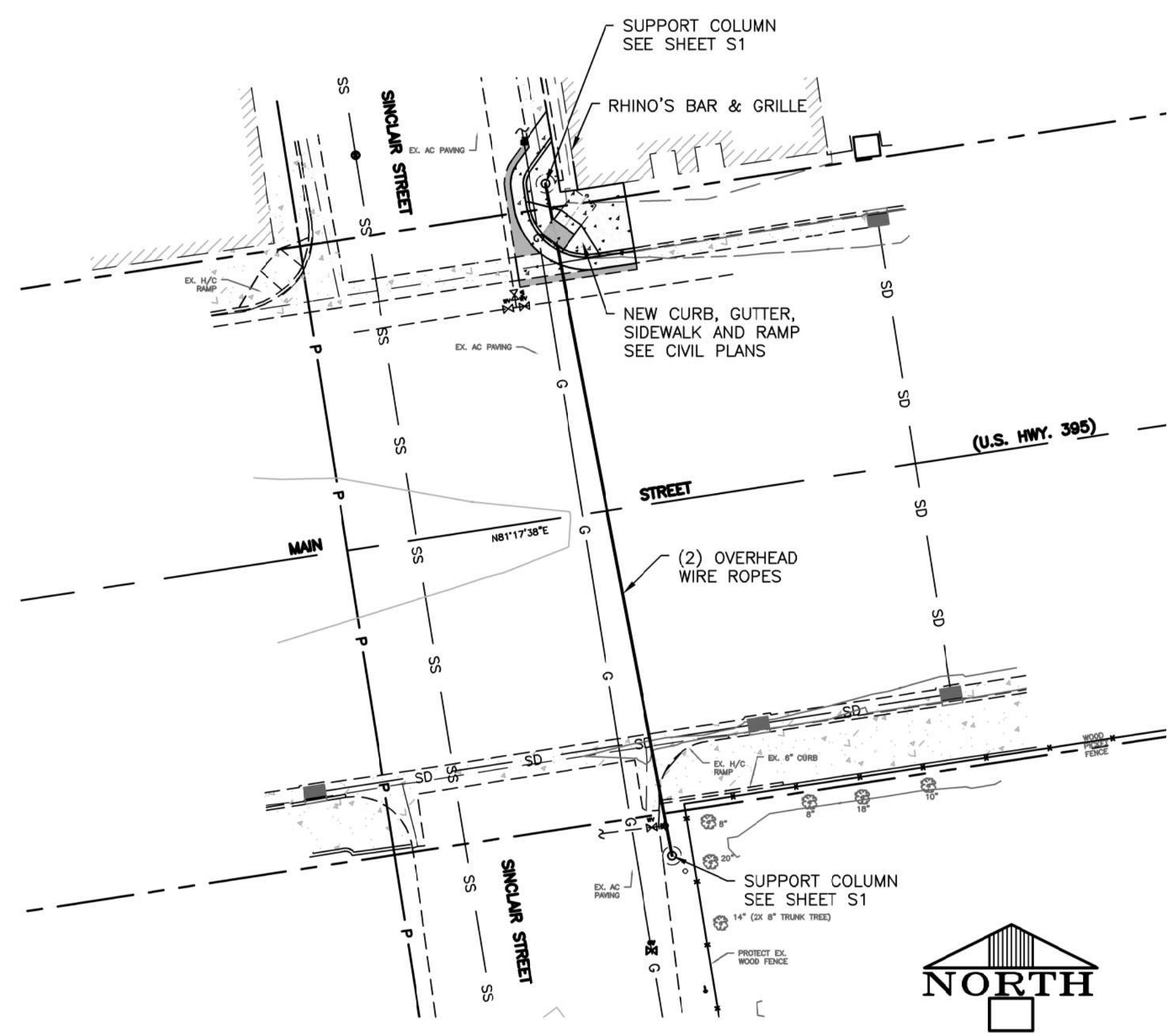
- 1. NONE.

**NOTES:**

1. THIS SEGMENT OF U.S. HIGHWAY 395 IS NOT PART OF THE CALIFORNIA EXTRA LEGAL LOAD NETWORK.
2. MIN. VERTICAL CLEARANCE BETWEEN BOTTOM OF BANNER AND ROAD SURFACE SHALL BE MAINTAINED AT 18'-0" MINIMUM.



**VICINITY MAP**  
NOT TO SCALE



**REFERENCE PLAN**  
SCALE: 1" = 20'



**LEGEND**

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EDGE OF PAVEMENT
- PROPERTY LINE/ RIGHT OF WAY LINE CENTER LINE
- EXISTING WATERLINE
- NEW WATERLINE
- GATE VALVE
- EXISTING WATER METER
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED FIRE HYDRANT
- PROPOSED WATER METER
- PROPOSED SANITARY SEWER
- SAWCUT LINE
- EX FENCE
- FLOW LINE/WATER SURFACE ELEVATION

**ABBREVIATIONS**

- AC ASPHALT CONCRETE
- AB AGGREGATE BASE
- BFC BACK FACE OF CURB
- BLDG BUILDING
- C/L CENTERLINE
- CONC CONCRETE
- DIP DUCTILE IRON PIPE
- E EAST
- EC EDGE OF CONCRETE
- EG EXISTING GRADE
- ELEV ELEVATION
- EP EDGE OF PAVEMENT
- EX EXISTING
- FG FINISH GRADE
- FB FIRE
- FH FIRE HYDRANT
- FL FLOWLINE
- GB GRADE BREAK
- GV GATE VALVE
- HP HIGH POINT
- IE INVERT ELEVATION
- LF LINEAL FEET
- LP LOW POINT
- LT LEFT
- L/S LANDSCAPING
- MAX MAXIMUM
- MIN MINIMUM
- N NORTH
- OC ON CENTER
- OHG OVERHANG
- PIP PROTECT IN PLACE
- P/L PROPERTY LINE
- R RADIUS
- RT RIGHT
- R/W RIGHT-OF-WAY
- SS SANITARY SEWER
- SW SIDEWALK
- S SOUTH
- TC TOP OF CURB
- TYP TYPICAL
- W WEST/WATER
- WV WATER VALVE (GATE)

- CATCH BASIN
- GAS VALVE
- GUY ANCHOR
- FIRE HYDRANT
- LIGHT POLE
- SANITARY SEWER MANHOLE
- SIGN
- DECIDUOUS TREE
- UTILITY POLE
- UTILITY VAULT
- WATER VALVE
- ASPHALTIC CONCRETE
- CENTERLINE
- FLOW LINE
- GAS LINE
- PORTLAND CEMENT CONCRETE
- RIGHT OF WAY LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE

MONO COUNTY, CA  
TITLE SHEET  
SINCLAIR AND MAIN ST., BRIDGEPORT, CA



JOB # 160809  
DESIGN BY: RFL  
DRAWN BY: KAC  
CHECKED BY: RFL  
DATE: 1-14-21  
SHEET:

T1



**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS NAD83, CALIFORNIA COORDINATE SYSTEM 1983/94, ZONE 3, MODIFIED TO GROUND USING THE COMBINED SCALE FACTOR OF 1.000375539. FOUND CONCRETE MONUMENT "C" WAS HELD FROM STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

**BASIS OF ELEVATIONS**

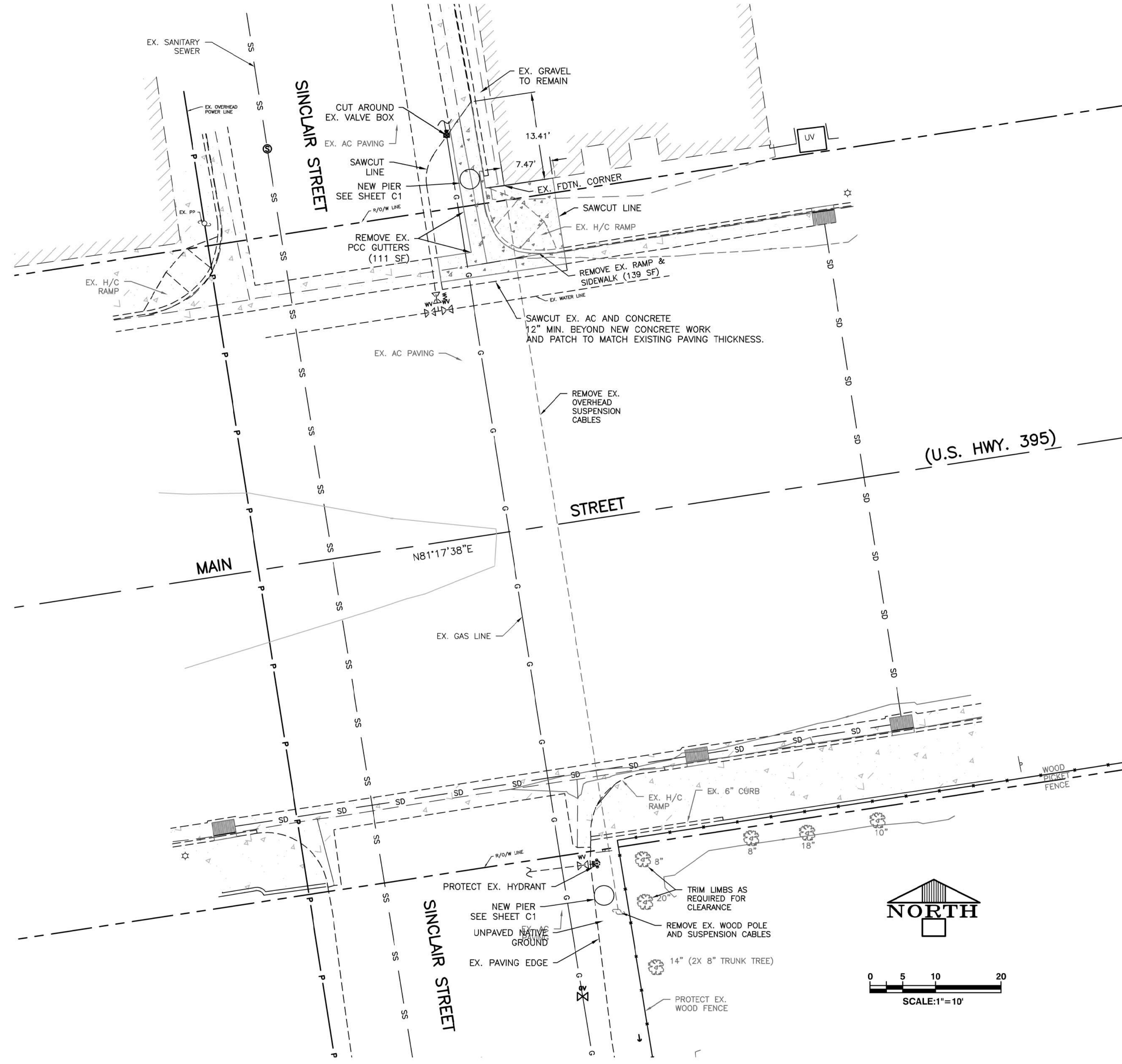
THE BASIS OF ELEVATIONS FOR THIS SURVEY IS NAVD88 AS OBSERVED FROM NATIONAL GEODETIC SURVEY MONUMENT JR0693, HAVING AN ELEVATION OF 6503.56 FEET

**NOTES**

1. FIELD WORK WAS COMPLETED ON AUGUST 22, 2019 BY RESOURCE CONCEPTS, INC., CARSON CITY, NV 775-883-1600.
2. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY. THE RECORD RIGHT OF WAY (100' WIDE) SHOWN HEREON IS BASED ON FOUND CONC "C" MON AS SHOWN ON STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION R/W RECORD MAP DISTRICT 09, COUNTY OF MONO, U.S. HIGHWAY 395, POST MILE 76.78 DATED JUNE-1995 BY J. BEISCHEL-ENGR. NO ADDITIONAL MONUMENTS WERE FOUND PER THIS RECORD.

**GENERAL NOTES:**

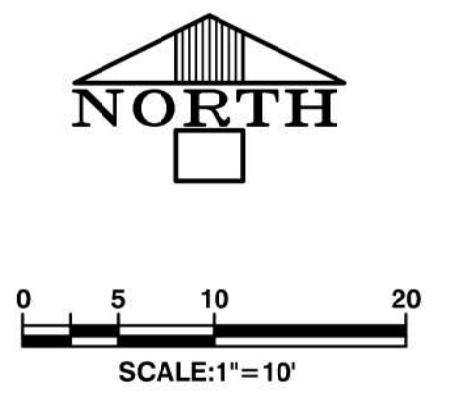
1. PROTECT EX. IMPROVEMENTS. CONTRACTOR IS RESPONSIBLE FOR REPAIR OR REPLACEMENT OF ALL EXISTING IMPROVEMENTS DAMAGED BY HIS EFFORTS IN THE COURSE OF THE WORK, TO A CONDITION EQUAL TO OR BETTER THAN EXISTED AT BEGINNING OF THE WORK.
2. AGGREGATE BASE BELOW ASPHALT AND CONCRETE SHALL BE COMPACTED TO 95% MAX. DENSITY.
3. ALL WASTE MATERIAL SHALL BE REMOVED TO A LEGAL LANDFILL SITE.
4. CONTRACTOR SHALL COORDINATE STAGING AREAS AND CONSTRUCTION WITH MONO COUNTY PUBLIC WORKS.



- CATCH BASIN
- ⊗ GAS VALVE
- ⊙ GUY ANCHOR
- ⊕ FIRE HYDRANT
- ☆ LIGHT POLE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ SIGN
- ⊙ DECIDUOUS TREE
- ⊙ UTILITY POLE
- ⊙ UTILITY VAULT
- ⊙ WATER VALVE

- ASPHALTIC CONCRETE
- CENTERLINE
- FLOW LINE
- GAS LINE
- PORTLAND CEMENT CONCRETE
- RIGHT OF WAY LINE
- SS --- SS --- SANITARY SEWER LINE
- SD --- SD --- STORM DRAIN LINE

**DEMOLITION PLAN**  
SCALE: 1" = 10'



- ABBREVIATIONS:**
- CIDH CAST IN DRILLED HOLE
  - C&G CURB AND GUTTER
  - FG FINISH GRADE
  - PCC PORTLAND CEMENT CONCRETE
  - PP POWER POLE

Date	
Rev. No.	1
Rev. No.	2
Rev. No.	3
Rev. No.	4
Rev. No.	5
Rev. No.	6

This drawing has been prepared for use by the title block for construction, operation, facility named in the title block. This drawing may be used for any other facility without the written consent of the engineer.

**RL ENGINEERING**  
625 Fairview Drive #112  
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PHONE (775)884-3205 FAX (775)297-3552  
E-MAIL: rob.lauder@rl-engr.com

MONO COUNTY, CA  
**DEMOLITION PLAN**  
SINCLAIR AND MAIN ST., BRIDGEPORT, CA



JOB #	160809
DESIGN BY:	RFL
DRAWN BY:	KAC
CHECKED BY:	RFL
DATE:	1-14-21
SHEET:	CO









Date	
Rev. No.	1 2 3 4 5

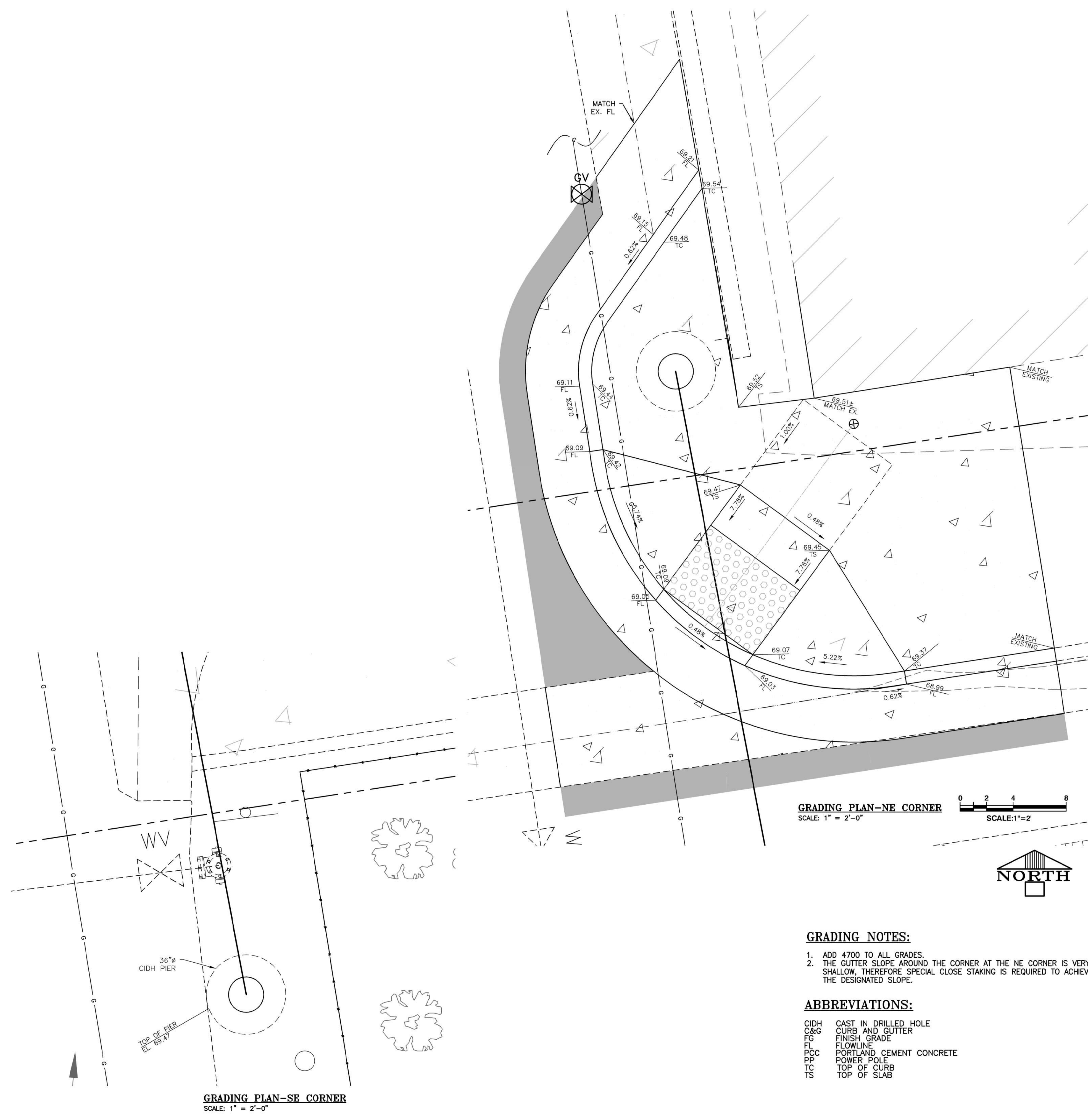
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 PHONE (775)884-3205 FAX (775)297-3552  
 E-MAIL: rob.lauder@rl-engr.com

MONO COUNTY, CA  
**GRADING PLAN**  
 SINCLAIR AND MAIN ST., BRIDGEPORT, CA



JOB #	168009
DESIGN BY:	RFL
DRAWN BY:	KAC
CHECKED BY:	RFL
DATE:	1-14-21
SHEET:	C2



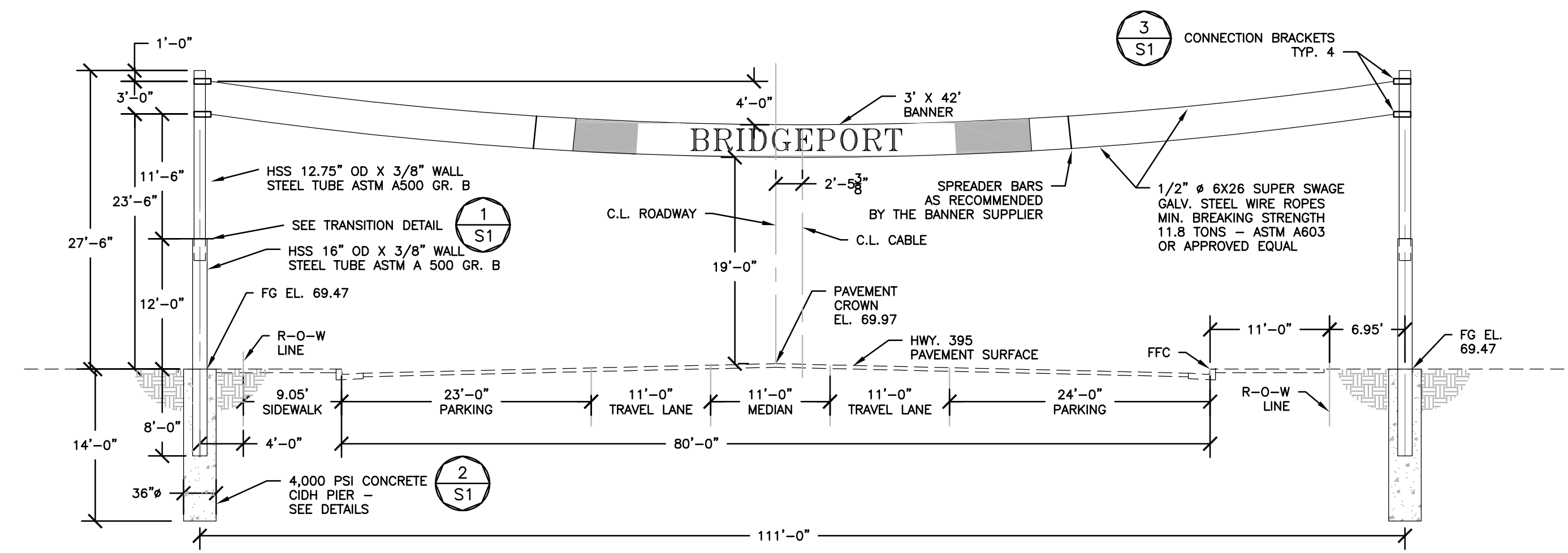
**GRADING PLAN-NE CORNER**  
 SCALE: 1" = 2'-0"

**GRADING PLAN-SE CORNER**  
 SCALE: 1" = 2'-0"

- GRADING NOTES:**
1. ADD 4700 TO ALL GRADES.
  2. THE GUTTER SLOPE AROUND THE CORNER AT THE NE CORNER IS VERY SHALLOW, THEREFORE SPECIAL CLOSE STAKING IS REQUIRED TO ACHIEVE THE DESIGNATED SLOPE.

- ABBREVIATIONS:**
- CIDH CAST IN DRILLED HOLE
  - C&G CURB AND GUTTER
  - FG FINISH GRADE
  - FL FLOWLINE
  - PCC PORTLAND CEMENT CONCRETE
  - PP POWER POLE
  - TC TOP OF CURB
  - TS TOP OF SLAB





**BANNER ELEVATION - LOOKING EAST**  
SCALE: 1" = 10'

**DESIGN CRITERIA:**

AASHTO STD. SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS  
2019 CBC/ASCE 7-16  
115 MPH WIND 3-SEC. GUST EXP. C (ULTIMATE)  
SEISMIC DESIGN CATEGORY D  
MIN. FOOTING DEPTH 24"  
1,500 PSF ASSUMED ALLOWABLE SOIL BEARING  
350 PSF/FOOT OF DEPTH LATERAL SOIL BEARING CAPACITY (SEE GEOTECH. REPORT)

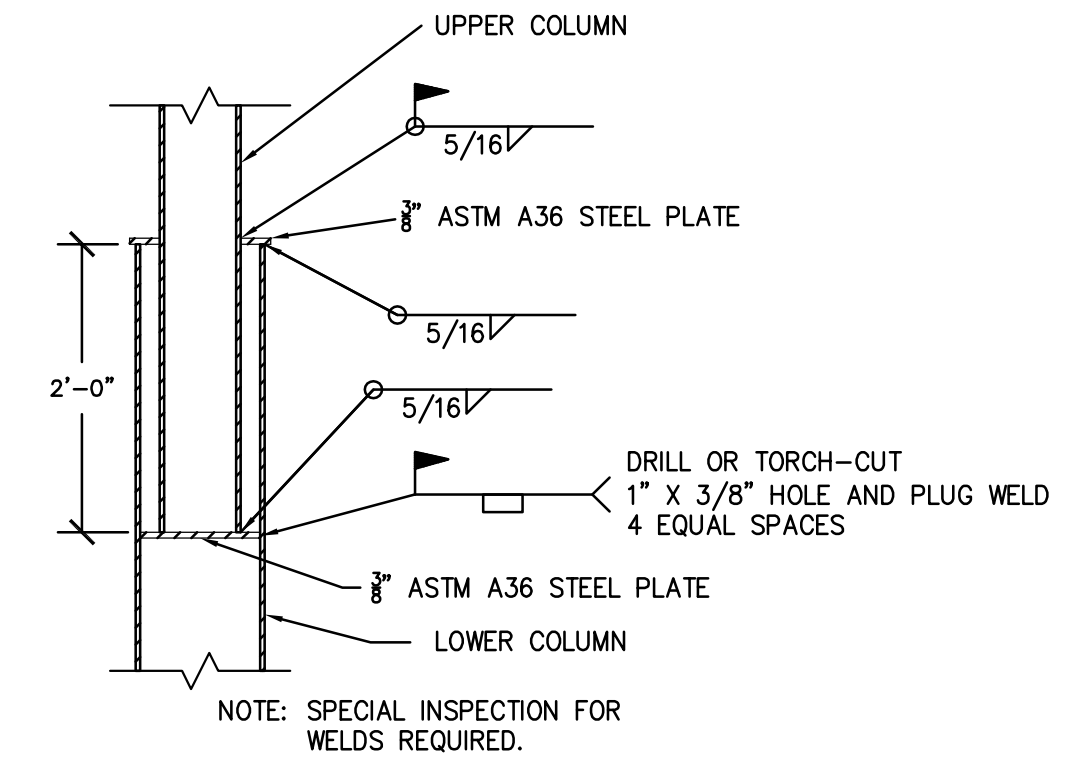
**DESIGN BASIS NOTES:**

1. STRUCTURAL DESIGN IS BASED ON A WIRE ROPE SAG OF 4' IN 111', USING 100% CLOSED BANNER MATERIALS 3' HIGH BY 42' LONG. OTHER CONFIGURATIONS ARE POSSIBLE. THE ENGINEER SHOULD BE CONSULTED IF OTHER CONFIGURATIONS ARE CONTEMPLATED.

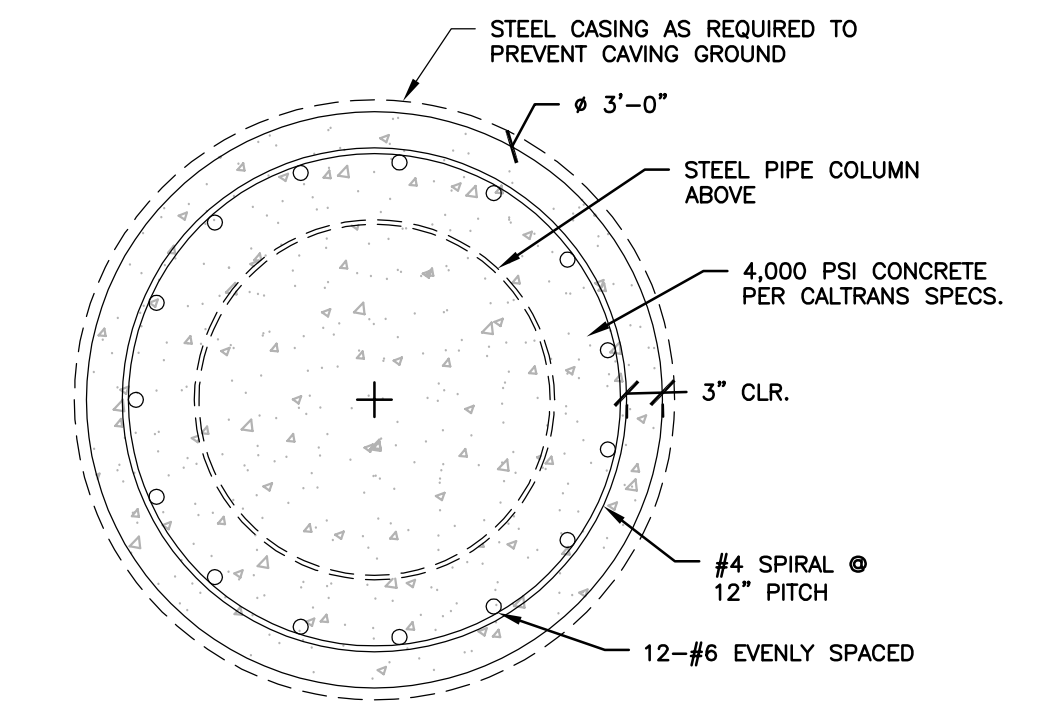
**STRUCTURAL SPECIFICATIONS:**

**1. GENERAL:**

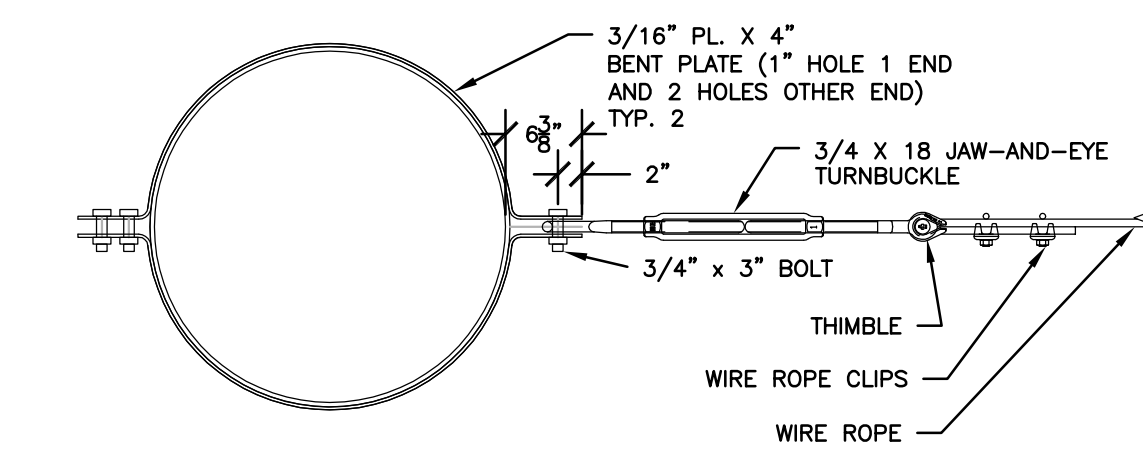
- A. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE 2019 CALIFORNIA BUILDING CODE, CALTRANS STANDARD SPECIFICATIONS, LOCAL ORDINANCES AND REFERENCED STANDARDS OF ASTM, AISC, ACI, ORSI AND AITC.
- B. ALL WORK SHALL CONFORM TO THE PLANS AND GENERAL NOTES, AND SHALL BE SUBJECT TO APPROVAL OF THE ENGINEER. APPROVAL TO DEVIATE FROM THE PLANS MUST BE OBTAINED IN WRITING.
2. EARTHWORK SHALL CONFORM TO CALTRANS STANDARDS AND THE GEOTECHNICAL REPORT FOR PROJECT NO. S1824-05-01 BY GEOCON CONSULTANTS, INC, RANCHO CORDOVA, CA 916-852-9118.
3. CIDH (CAST-IN-DRILLED-HOLE) PIERS SHALL CONFORM TO CALTRANS STANDARD SPEC. SECTION 49 PILING.
4. CONCRETE CURB AND SIDEWALK SHALL CONFORM TO CALTRANS STANDARD SPEC. SECTION 90-2.
5. AGGREGATE BASE SHALL CONFORM TO CALTRANS STD. SPEC. SECTION 26.
6. ASPHALT CONCRETE SHALL CONFORM TO CALTRANS STD. SPEC. SECTION 40.
7. REINFORCED CONCRETE SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF THE CALIFORNIA BUILDING CODE, ACI STANDARD NO. 318-14, CALTRANS STANDARD SPECIFICATIONS, AND STANDARD SPECIFICATION 49-3, WHICH REQUIRES CONCRETE TO BE CLASS D EXCEPT MIN. COMPRESSIVE STRENGTH SHALL BE 4,000 PSI, MAX. AGGREGATE SIZE SHALL BE 100% PASSING 3" SEIVE, MAX. WATER/CEMENT RATIO SHALL BE 0.45, AND MAX. SLUMP SHALL BE 7-9 INCHES. SEE THE SPECIFICATION FOR ADDITIONAL REQUIREMENTS.
8. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60 AND CALTRANS STANDARD SPECIFICATIONS. ALL REINFORCING STEEL SHALL BE ACCURATELY PLACED IN THE FORMS AND HELD FIRMLY IN PLACE BEFORE AND DURING THE PLACEMENT OF CONCRETE PER THE CALTRANS STANDARD SPECIFICATIONS.
9. PORTLAND CEMENT SHALL CONFORM TO CALTRANS STANDARD SPECIFICATIONS.
10. ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED OR TOOLED 3/4". PROVIDE CONSTRUCTION AND TOOLED JOINTS AS SHOWN ON DRAWINGS.
11. CONCRETE PLACEMENT SHALL CONFORM TO CALTRANS STANDARD SPECIFICATION DRILLED SHAFT FOUNDATIONS. STEEL CASINGS SHALL BE USED TO MAINTAIN SOIL STABILITY. CASING DESIGN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
12. PROVIDE COLD OR HOT WEATHER PROTECTION AS REQUIRED BY ACI 305 & 306, AND CALTRANS STANDARD SPECIFICATIONS.
13. FOOTINGS SHALL BE HAND CLEANED PRIOR TO PLACING OF CONCRETE.
14. STEEL:
  - A. WIDE FLANGE BEAMS SHALL BE ASTM A572 GRADE 50 OR A992, ALL OTHER STRUCTURAL STEEL SHAPES, PLATES AND BARS SHALL BE ASTM A36 OR BETTER.
  - B. ALL BOLTS SHALL BE ASTM A307 OR BETTER.
  - C. SHOP DRAWINGS ARE NOT REQUIRED.
  - D. ALL SHARP CORNERS AND EDGES EXPOSED TO VIEW SHALL BE GROUND TO PROVIDE A RADIUS EDGE FOR GOOD PAINT COVERAGE.
  - E. HSS ROUND STEEL TUBE COLUMNS SHALL BE ASTM A500 GRADE B. STEEL RECTANGULAR COLUMNS SHALL BE ASTM A500 GRADE B. STRUCTURAL STEEL SHALL BE SHOP FABRICATED IN ACCORDANCE WITH THE APPLICABLE AISC SPECIFICATION, AISC CODE OF STANDARD PRACTICE, CALTRANS STANDARD SPECIFICATIONS, AND AWS D1.1.
15. COATINGS:
  - A. PREP ALL SURFACES TO RECEIVE COATINGS IN ACCORDANCE WITH THE COATING MANUFACTURER'S WRITTEN INSTRUCTIONS.
  - B. COAT ALL EXPOSED STEEL WITH MIN. 2 COATS MATT FINISH SILVER EPOXY PAINT IN ACCORDANCE WITH THE COATING MANUFACTURER'S INSTRUCTIONS, AT A RATE (THICKNESS) RECOMMENDED BY THE MANUFACTURER FOR THE APPLICABLE SUB-STRATE, OR EQUAL AS APPROVED BY THE OWNER.



**1 COLUMN TRANSITION**  
SCALE: 3/4" = 1'-0"



**2 CIDH PIER SECTION**  
NOT TO SCALE



**3 WIRE ROPE CONNECTION**  
SCALE: 3/4" = 1'-0"

**NOTE:**  
ALL FASTENERS AND MANUFACTURED HARDWARE (CLIPS, THIMBLES, ETC.) SHALL BE HOT-DIP GALVANIZED.

Date	
Rev. No.	1
	2
	3
	4
	5
	6

This drawing has been prepared for use by RL Engineering, for use by the client named in the title block. It is not to be used for any other purpose without the written consent of RL Engineering.

**RL ENGINEERING**  
625 Fairview Drive #112  
Carson City, NV 89701  
PHONE (775)884-3205 FAX (775)297-3552  
E-MAIL: rob.lauder@rl-engr.com

MONO COUNTY, CA  
**STRUCTURAL PLANS AND DETAILS**  
SINCLAIR AND MAIN ST., BRIDGEPORT, CA



JOB #	160809
DESIGN BY:	RFL
DRAWN BY:	KAC
CHECKED BY:	RFL
DATE:	1-14-21
SHEET:	



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 6, 2022

**Departments:** CAO, County Counsel, Finance

**TIME REQUIRED**

**SUBJECT** Termination of Cost Share  
Agreement for COVID-19 Emergency  
Operations Center

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

On March 16, 2020, the County, the Town of Mammoth Lakes, and the Mammoth Lakes Fire Protection District (MLFPD) entered into an agreement outlining the basis and methodology of allocating costs incurred collectively for the COVID-19 Emergency Operations Center. This agreement terminates that arrangement retroactive to December 31, 2020, and implements a 50/50 cost share between the County and Town for any unreimbursed costs after that date. This eliminates duplicate filings with FEMA by allowing each agency to process reimbursements between themselves directly. The Town and MLFPD have indicated their consent to sign following Board of Supervisors' approval.

### RECOMMENDED ACTION:

Approve agreement and authorize Board Chair to execute the agreement on behalf of the Board of Supervisors.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Janet Dutcher, Director of Finance

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Amendment to Cost Share Agreement](#)

[Original Cost Share Agreement](#)

[Original AHIMT Agreement](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/27/2022 6:33 AM	County Counsel	Yes
11/29/2022 10:20 AM	Finance	Yes
12/2/2022 12:36 PM	County Administrative Office	Yes

**AGREEMENT TERMINATING COST SHARE AGREEMENT AMONG THE COUNTY OF  
MONO, THE TOWN OF MAMMOTH LAKES AND THE MAMMOTH LAKES FIRE  
PROTECTION DISTRICT, EFFECTIVE DECEMBER 31, 2020  
AND ESTABLISHING A REVISED COST SHARE AGREEMENT AFTER THAT DATE**

**WHEREAS**, on March 16, 2020, the County of Mono (“County”), Town of Mammoth Lakes (“Town”) and Mammoth Lakes Fire Protection District (“MLFPD”) (collectively the “Parties” and individually a “Party”) entered into an agreement for the purpose of outlining the basis and methodology for allocating costs incurred by the Parties working collectively as the Emergency Operations Center (EOC) for COVID-19 emergency planning and response (the “Cost Share Agreement”).

**WHEREAS**, the Parties wish to terminate the Cost Share Agreement, effective December 31, 2020, to enable the County, Town and MLFPD to separately seek reimbursement for expenses incurred responding to COVID-19 since that date and process reimbursements between themselves directly;

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

1. The Cost Share Agreement for Multi-Agency Emergency Response to COVID-19 entered into by the Parties is hereby terminated effective December 31, 2020.
2. All invoices, billing amounts owed or outstanding between any Party to the Cost Share Agreement or among the Parties to the Cost Share Agreement as of December 31, 2020, have been finally paid, resolved, or reimbursed or submitted to FEMA in accordance with the Agreement. Those amounts shall continue to be governed by applicable provisions of the Cost Share Agreement, including Exhibit B thereto, notwithstanding the termination of that Agreement.
3. No additional EOC shared expenses are being accrued by the parties as provided for in the Cost Share Agreement .
4. The Parties may, but are not obligated to, pursue reimbursement from the State or Federal government for expenses incurred by them individually after December 31, 2020.
5. Any expenses accrued after December 31, 2020, that are submitted for reimbursement but not fully reimbursed by FEMA for any reason (e.g., not qualified, insufficient documentation, match requirement, etc.) shall be shared equally between the Town and County. Either Party may invoice the other for its respective share of an expense paid by that Party and not reimbursed.

**IN WITNESS THEREOF**, the County, Town and MLFPD have executed this Agreement as of the date last shown below.

MONO COUNTY

\_\_\_\_\_  
Bob Gardner, Board Chair

\_\_\_\_\_  
Date

Approved as to Form:

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

TOWN OF MAMMOTH LAKES

\_\_\_\_\_  
Daniel C. Holler

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Town Attorney

MAMMOTH LAKES FIRE PROTECTION DISTRICT

\_\_\_\_\_  
Alex Tomaier, Chief

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Attorney for District

## **COST SHARE AGREEMENT FOR MULTI-AGENCY EMERGENCY RESPONSE TO COVID-19**

This Cost Share Agreement (“Agreement”) is entered into as of March 16, 2020, (“Effective Date”) by and among the County of Mono (“County”), the Town of Mammoth Lakes (“Town”), and the Mammoth Lakes Fire Protection District (“MLFPD”) (collectively, the “Parties”), for the purpose of outlining the basis and methodology for allocating costs incurred by the Parties working collectively as the Emergency Operations Center (EOC) for COVID-19 emergency planning and response.

### **RECITALS**

1. In 2016, the Parties entered into an Interagency All Hazards Incident Management Team Mutual Aid Agreement (the “Mutual Aid Agreement”), which is incorporated herein by this reference as if fully set forth.
2. The Mutual Aid Agreement outlines procedures to be followed in the event of an emergency requiring multi-agency response, including procedures for the establishment and operation of an Incident Management Team (IMT) and/or activation and operation of an Emergency Operations Center (EOC).
3. The Mutual Aid Agreement provides that each Party is responsible for its own staff costs and that all other costs may be allocated through a cost share agreement among the Parties.
4. In March of 2020, the Parties activated an EOC under the Mutual Aid Agreement for the purpose of coordinating a multi-agency response to the COVID-19 pandemic within Mono County and the Town of Mammoth Lakes.
5. The EOC’s primary areas of activity are: (1) public health response and planning; (2) hospital services and capacity; (3) emergency services; and (4) community support.
6. In furtherance of these activities, the Parties will incur, or have already incurred, various expenses and charges related to the purchase of services, supplies, equipment, temporary staffing, communications resources, lodging, and other COVID-19 response-related items and services.
7. The purpose of this Agreement is to implement the cost share provisions of the Mutual Aid Agreement by establishing a cost share plan covering the Parties’ activities in responding collectively, as the EOC, to the COVID-19 pandemic.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The above recitals are adopted by the Parties as if fully set forth herein.
2. Covered Costs. The following activities, services and goods are subject to the cost share provisions of this Agreement:

- 2.1 All salaries, benefits, taxes and reimbursable expenses for additional staff hired by a Party to this Agreement for the purpose of assisting with COVID-19 response (“emergency-hire staff”), provided that the hiring is approved in writing by a designated EOC representative for each Party.
    - 2.1.1 The Written approval shall include, at a minimum, the nature of the services to be provided, the hourly rate to be paid and an estimate of the hours to be worked.
    - 2.1.2 The costs for existing staff of a Party, regardless of whether that staff is working in their regular function or redirected to emergency COVID-19 response through the EOC, shall be borne by the employing Party, as provided in the Mutual Aid Agreement, and is not a covered cost under this Agreement.
  - 2.2 All costs, including expenses, rates and miscellaneous charges, for contractual services provided to a Party or the EOC for the purpose of assisting with COVID-19 response, provided that the contract amount and the nature of the service are approved in writing by a designated EOC representative for each Party.
  - 2.3 All equipment, materials and supplies purchased at the direction of the EOC for use in COVID-19 response and planning, provided that any purchase in excess of \$10,000 must be approved in writing by a designated EOC representative for each Party.
  - 2.4 All costs to lease, rent or otherwise secure lodging, storage space or any other physical facility for use by the EOC in COVID-19 response and planning, provided that the facility, use, duration and cost is approved in writing by a designated EOC representative for each Party.
  - 2.5 Any other cost or expense determined by the EOC to be necessary or desirable to effective COVID-19 response and planning, provided it is approved in writing by a designated EOC representative for each Party.
  - 2.6 A template which the Parties may use for the purpose of providing the written approvals described in this Section 1 is attached as Exhibit A. All approvals under this section 1 should ideally be provided in advance, but may be given after the fact.
3. Cost Share Methodology. Costs incurred pursuant to this Agreement shall be shared by the Parties in accordance with Exhibit “B”, which is attached hereto and incorporated by this reference.
  4. Expenditure Limits.
    - 3.1 **County of Mono.** The total amount authorized to be paid or reimbursed with County funds pursuant to this Agreement is \$750,000. The County expressly reserves the right to deny any payment or reimbursement that is in excess of this amount.
    - 3.2 **Town of Mammoth Lakes.** The total amount authorized to be paid or reimbursed with Town funds pursuant to this Agreement is \$500,000. The Town expressly reserves the right to deny any payment or reimbursement that is in excess of this amount.



3.3. **Mammoth Lakes FPD.** The total amount authorized to be paid or reimbursed with MLFPD funds pursuant to this Agreement is \$100,000. MLFPD expressly reserves the right to deny any payment or reimbursement that is in excess of this amount.

5. Procedures for Tracking, Invoicing and Payment/Reimbursement. The following procedures and requirements shall apply to all purchases, expenses or other costs incurred by or through the EOC/UC for purposes of responding to the COVID-19 pandemic:

5.1 **Existing Staff.** Each Party shall separately track and account for the costs, including salary and benefits, of time spent by existing staff of that Party which is redirected from their normal duties to the performance of work assigned by the Emergency Operations Center/Unified Command, including time spent attending meetings and time spent carrying out directives or tasks.

5.2 **Emergency-Hire Staff.** Mono County shall be the employer of record for any emergency-hire staff employed to engage in COVID-19 planning and response. The County will pay, and account for, all costs associated with the employment of emergency-hire staff. On a bi-weekly schedule which aligns with its employee payroll period, the County will produce and remit to the Town invoices accounting for all costs associated with employing these. Invoices will reflect the Town's cost share, as described in this Agreement and will be accompanied by all timekeeping records and payroll registers. Upon receipt of such invoices, the Town shall remit payment to the County within 30 days.

5.3 **Consultants.** All costs incurred and paid for by each Party for consultants, technicians, contractors, or other services, including expenses and per diem, shall be tracked and accounted for by the contracting Party. Accounting shall be in sufficient detail to satisfy FEMA/CalOES audit requirements, including an explanation of need for the service. On the tenth day of the month following the month in which services were provided, the Party incurring the cost shall invoice the other Parties for their applicable cost share. Invoices shall include all back-up invoices and other documentation. Upon receipt of such invoices, the other Parties shall remit payment to the invoicing Party within 30 days.

5.4 **Goods, Materials, Supplies and Equipment.** All costs incurred and paid for by each party for goods, materials, supplies or equipment (collectively "supplies") shall be tracked and accounted for by the purchasing Party. Accounting shall be in sufficient detail to satisfy FEMA/CalOES audit requirements, including justification for the purchase. On the tenth day of the month following the month in which the supplies were purchased, the purchasing Party shall invoice the other Parties for their applicable cost share. Invoices shall include all back-up invoices and other documentation. Upon receipt of such invoices, the other Parties shall remit payment to the invoicing Party within 30 days.

5.5 **Weekly Meetings.** Financial officers designated by each Party will meet weekly during the course of the incident on such day as may be designated by the EOC and agreed to by the financial officers.

5.6 **Accounting.** At each weekly meeting of financial officers, all Parties shall provide the other Parties with an account history report showing the previous week's transactions and transactions related to the incident to-date. Each Party's reports shall be combined into a consolidated report that provides at least the amount of costs incurred for the week and the amount of costs incurred for the incident to date (i.e., the "burn rate"). The

weekly burn rate cap is projected to be no more than \$104,167 and the maximum for the incident shall be no more than \$1,250,000, unless this agreement is modified by amendment mutually agreed upon by the Parties.

**IN WITNESS THEREOF**, the County, Town and MLFPD have executed this Agreement on the 14th day of April , 2020.

MONO COUNTY



\_\_\_\_\_  
Stacy Corless, Board Chair

April 15, 2020  
Date

Approved as to Form:

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

TOWN OF MAMMOTH LAKES



Daniel C. Holler (Apr 15, 2020)

\_\_\_\_\_  
Dan Holler

Apr 15, 2020  
Date

Approved as to Form:

\_\_\_\_\_  
City Attorney

MAMMOTH LAKES FIRE PROTECTION DISTRICT



\_\_\_\_\_  
Frank Frievalt, Chief

Apr 15, 2020  
Date

Approved as to Form:

\_\_\_\_\_  
Attorney for District

Exhibit A

**COST SHARE APPROVAL TEMPLATE – COVID-19 RESPONSE AND PLANNING**

1. Nature of Procurement:

Goods (please list): \_\_\_\_\_

Services (please describe): \_\_\_\_\_

Extra-hire staff (title, duties, hours/week): \_\_\_\_\_

\_\_\_\_\_

Lodging or other facility (please describe): \_\_\_\_\_

Other (please describe): \_\_\_\_\_

2. Cost

Actual                    \$ \_\_\_\_\_

--or--

Estimated                Not-to-exceed amount: \$ \_\_\_\_\_

3. Party responsible for upfront payment: \_\_\_\_\_

4. Contract Term (as applicable): \_\_\_\_\_

APPROVED:



Bob Lawton, Mono County

4/14/2020

Date



Daniel C. Holler (Apr 15, 2020)

Apr 15, 2020

Dan Holler, Town of Mammoth Lakes

Date

*Frank Frievalt*

Apr 15, 2020

---

Frank Frievalt, Mammoth Lakes FPD

Date

## **Interagency All Hazards Incident Management Team Mutual Aid Agreement**

This Mutual Aid Agreement (Agreement) is made and entered into by and between Mono County (County), The Town of Mammoth Lakes (TOML), and the Mammoth Lakes Fire Protection District (MLFPD), which may be individually referred to herein as a “party” or collectively as the “parties.”

### **ARTICLE I - RECITALS**

- 1.1 The law of the State of California provides that each public entity within the State of California is empowered to make and enter into mutual aid agreements with other contiguous public entities within the State to more effectively allocate law enforcement services during emergency situations.
- 1.2 None of the parties to this Agreement possess all of the necessary resources to cope with the management of every possible emergency by themselves, and the parties are isolated from mutual aid resources by distance and seasonal weather conditions.
- 1.3 The parties desire to effectively and efficiently manage emergencies in and around their collective jurisdictions, and recognize that an efficient, effective response can best be achieved by the application and leveraging of the collective resources of the parties to respond to law enforcement emergencies within their individual and collective jurisdictions.
- 1.4 It is necessary and desirable that a mutual aid agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis.
- 1.5 The parties recognize that the regional coordination of emergency resources is best accomplished through use of the Incident Command System (ICS).
- 1.6 The parties acknowledge that the Federal Emergency Management Agency (FEMA) recognizes the use of Incident Management Teams as a best practice in emergency management.

### **ARTICLE II - DEFINITIONS**

- 2.1 **Authorized Representative:** The chief executive officer of a party to this agreement, or his or her designee, who has authorization to request, offer, or provide assistance under the terms of this Agreement.
- 2.2 **Emergency:** The actual or threatened existence of conditions of disaster or extreme peril to the safety of persons and property within this county caused by such conditions as air pollution, avalanche, drought, earthquake, epidemic, fire, flood, riot, storm, sudden and

severe energy shortage, volcano, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions may or may not be beyond the control of the services, personnel, equipment, and facilities of this county and which may require the combined forces of other political subdivisions to combat<sup>1</sup>, which are determined by an Authorized Representative in that jurisdiction or by the Governor of the State of California to be beyond the capability and/or capacity of the agency's baseline response to effectively manage.

- 2.3 **Mutual Aid:** The provision of assistance by one participating agency at the request of another participating agency during an emergency under the terms of this Agreement.
- 2.4 **Incident Action Plan:** A set of incident outcomes and a strategy to achieve them.
- 2.5 **Delegation of Authority:** A statement provided to the Incident Commander by the administrator of the Requesting Agency and any Assisting Agencies delegating authority and assigning responsibility. The Delegation of Authority can include objectives, priorities, expectations, constraints and other considerations or guidelines as needed.
- 2.6 **Participating Agency:** A public agency of a party to this agreement.
- 2.7 **Period of Assistance:** The period of time beginning with the departure of personnel and/or equipment of the assisting agency from any point for the purpose of traveling to provide assistance exclusively to the requesting agency pursuant to this MOU, and ending on the return of all the assisting agency's personnel and equipment to their regular place of work or assignment, or as otherwise terminated through written or verbal notice to the designated agency official of the requesting agency by the designated official of the assisting agency.
- 2.8 **Requesting Agency:** A public agency of a party to this agreement that has requested assistance through an authorized representative from the IMT in response to an emergency within its jurisdiction.
- 2.9 **Assisting Agency:** A public agency of a party to this agreement that provides aid pursuant to this agreement.
- 2.10 **All Hazards Incident Management Team Incident Commander:** A member of the IMT specifically trained to supervise and manage the IMT who accepts the requesting agency's request for help and is responsible for managing the incident. Upon activating the IMT, the IMT Incident Commander has the authority to draft and disseminate emergency response plans, serve as operational area coordinator, and guide and direct personnel and trained volunteers of responding agencies.
- 2.11 **IMT Members:** Employees and/or registered volunteers of the parties to this agreement who are trained and qualified pursuant to Section 3.3.1 of this agreement, and whose participation in the IMT is authorized by their respective party.

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<sup>1</sup> See also "Emergency" as defined by Mono County Code Section 2.60.020, which is hereby incorporated by reference.

- 2.12 **IMT Roster:** A list of IMT members who are trained and qualified with technical assistance from CalOES Region VI.
- 2.13 **Staging Area:** One or more locations designated for equipment and personnel to assemble for briefing, assignment, and related matters in response to an emergency.

### ARTICLE III – TERMS AND CONDITIONS

- 3.1 **Formation of IMT.** The parties hereby agree to the development, implementation, and maintenance of a regional All Hazards Incident Management Team (IMT). Any organization that is not a party to this Agreement and wishes to participate in the IMT must first become a party to this Agreement.
- 3.2 **Operational Principles.** The IMT shall be guided by the following operational principles:
  - 3.2.1 Authority to request activation of the IMT is delegated to the Mono County Board of Supervisors, the Mono County Director of Emergency Services/Sheriff-Coroner<sup>2</sup>, the TOML Manager, the TOML Police Chief, the MLFPD Fire Chief, or their respective designees.
  - 3.2.2 In support of IMT activations and required trainings, the parties agree to release personnel who are IMT members in order to participate, unless the release would cause extreme hardship.
  - 3.2.3 During activations, IMT members remain employees or volunteers of their respective agencies, but are under the delegated authority and guidance of, the IMT Incident Commander.
  - 3.2.4 Wildfire incidents are generally outside of the scope of the IMT. Where needed, state and federal IMTs specializing in wildfire management will be the primary management agency.
- 3.3 **Training.**
  - 3.3.1 IMT Members shall be trained and qualified to a recognized industry standard of emergency response, e.g. U.S. Fire Administration O-305 or the Interstate Incident Management Team Qualification System (IIMTQS).
  - 3.3.2 Each agency will be responsible for its own staff and costs for having its members on the IMT.
  - 3.3.3 Each agency agrees to support the ongoing training of its personnel assigned to the AHIMT, provided that such actions would not unreasonably diminish its capacity

---

<sup>2</sup> Pursuant to Mono County Code Chapter 2.60, which is hereby incorporated by this reference.



to provide services to its own jurisdiction. IMT Members unable to maintain initial and continuing certification as required in the standard may be removed from the Team if the barriers to certification are deemed chronic by the AHIMT Incident Commander.

### **3.4 Provision of Mutual Aid Assistance.**

- 3.4.1 To invoke mutual aid under the provisions of this Agreement, the designated official from the requesting agency shall contact the IMT Commander by telephone, in writing, or e-mail. The IMT Commander may request information from the requesting agency as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that can be provided.
- 3.4.2 If the requesting agency and Incident Commander agree on an Incident Action Plan with a set of incident outcomes within agency constraints, those will be written into a Delegation of Authority between the IMT and the requesting agency.
- 3.4.3 Whenever assistance under the provisions of this Agreement has been invoked, radio communications should be established between all of the parties, where possible, through the use of the local public mutual aid radio system or other shared communication system.
- 3.4.4 Each party agrees that in the event of an emergency situation where a requesting party invokes assistance, the IMT will furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish its capacity to provide services to its own jurisdiction.
- 3.4.5 During an emergency situation, all personnel from assisting agencies shall report to and work under the direction of the designated Incident Commander. Personnel from either the requesting or the assisting agency may receive supervision from any command personnel from the participating parties if authorized by the Incident Commander or his or her designee in the incident command structure, depending on identified needs and available resources deemed most qualified to meet mission goals and objectives.
- 3.4.6 Personnel serving outside their jurisdictions pursuant to this Agreement shall be paid their customary wages including overtime and benefits by their employer, and shall continue to be covered through their primary employer for any injury or illness while assigned to the incident.
- 3.4.7 Parties to the agreement shall not seek reimbursement from each other for periods of mutual aid assistance lasting less than 48 hours unless otherwise negotiated in a cost share agreement between the Incident Commander and the requesting party. Mutual aid requests for the AHIMT from public agencies or entities other than the parties to the agreement may be billed for actual costs plus a 10% administrative

fee. Any reimbursement for the AHIMT shall be paid to Mono County, and thereafter distributed to the parties in a manner using general cost-share principles.

3.4.8 Actions taken by any individual personnel shall be subject to the approval of the Incident Commander, and the scope of practice prescribed for their position(s).

### 3.5 **Insurance.**

3.5.1 **Workers' Compensation:** Each party will be responsible for its own actions and those of its employees and is responsible for complying with State of California workers' compensation insurance requirements. Coverage may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a qualified self-insured entity, or (3) by being a member of a group self-insurance association. Each party acknowledges that workers' compensation coverage does not automatically extend to volunteers, but that each party may obtain accident insurance for any volunteer at the party's discretion.

3.5.2 **General Liability Coverage:** Each party to this Agreement shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Notwithstanding the foregoing, a party may satisfy the requirements of this paragraph by procuring equivalent coverage through a group self-insurance association.

3.5.3 **Automobile Liability Coverage:** Each party is responsible for its own actions and for complying with the State of California motor vehicle financial responsibility laws. Coverage under these laws may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a qualified self-insured entity, or (3) by being a member of a group self-insurance association. Each party agrees to obtain automobile liability coverage with at least \$1,000,000 combined single limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that a party may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of such party to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self-insured entity or by being a member of a group self-insurance association.

3.5.4 **Mutual Hold Harmless:** Each party to this agreement shall, to the fullest extent permitted by law, hold harmless, defend, and indemnify each other from and against

all claims, losses, judgments, liabilities, damages, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection to performance of mutual aid services rendered under this Agreement, by the willful or negligent acts, errors, or omissions of their respective agents, officers, employees, volunteers and members.

### **3.6 General.**

- 3.6.1 Each participating agency shall develop and update on a regular basis a plan providing for the effective mobilization of its resources and facilities.
- 3.6.2 Interagency Assistance Plans shall be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans.
- 3.6.3 The agencies agree to meet on a regular basis to review all Interagency Assistance Plans and the provisions of this Agreement.
- 3.6.4 This Agreement shall become effective as to each party when approved and executed by that party and one other party. The Agreement shall remain in effect as between each and every party until participation in this Agreement is terminated by the party in writing.
- 3.6.5 Nothing in this Agreement shall preclude the respective parties from responding to a mutual aid request from a public entity that is not a party to this Agreement.
- 3.6.6 Each party shall designate an authorized representative who has the legal authority to bind that party to this Agreement and who shall sign this Agreement.
- 3.6.7 The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

### **3.7 Miscellaneous.**

- 3.7.1 **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 is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.
- 3.7.2 **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 any party shall be required, or may desire to make, shall be in

writing and may be personally served, or sent by prepaid first-class mail to the respective parties as follows:

**Mono County:**

Mono County Administrative Officer  
P.O. Box 696  
Bridgeport, CA 93517  
760-932-7549

**Town of Mammoth Lakes:**

Town Manager  
P.O. Box 1609  
Mammoth Lakes, CA 93546

**Mammoth Lakes Fire Protection District**

Fire Chief  
P.O. Box 5  
Mammoth Lakes, CA, 93546  
Phone: 760-934-2300

- 3.7.3 **TERMINATION:** Any party to this Agreement may terminate participation in this Agreement upon 30 days' written notice addressed to the authorized representatives of each of the other parties to this Agreement. Upon such termination this Agreement shall remain in effect as to the remaining parties hereto.
- 3.7.4 **GOVERNING LAW:** This Agreement shall be construed under and in accordance with the laws of the State of California.
- 3.7.5 **INTEGRATION:** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.
- 3.7.6 **NO THIRD-PARTY BENEFICIARIES:** There are no intended third party beneficiaries of any right or obligation assumed by the parties hereto.



In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

<p><b><u>TOWN OF MAMMOTH LAKES</u></b></p> <p>By <u><i>Daniel C. Holler</i></u> Daniel C. Holler, Town Manager</p> <p>Approved as to form: <u><i>Andrew Morris</i></u> Andrew Morris Town Attorney</p>	<p><b><u>MONO COUNTY ADMINISTRATIVE OFFICER</u></b></p> <p>By _____ Leslie Chapman</p> <p><b><u>MONO COUNTY DIRECTOR OF EMERGENCY SERVICES/SHERIFF-CORONER</u></b></p> <p>By _____ Ingrid Braun</p> <p>Approved as to form: _____ Stacey Simon Mono County Counsel</p>
<p><b><u>MAMMOTH LAKES FIRE PROTECTION DISTRICT</u></b></p> <p>By <u><i>Frank L. Frievalt</i></u> Frank L. Frievalt, Fire Chief</p> <p>Approved as to form: <u><i>James Reed</i></u> James Reed District's Attorney</p>	



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 6, 2022

**Departments: Clerk of the Board**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Bob Gardner, Chair of the Board

**SUBJECT** Los Angeles Department of Water  
and Power - Letter

### AGENDA DESCRIPTION:

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

Read and discuss letter received from Los Angeles Department of Water and Power.

### RECOMMENDED ACTION:

Informational, provide direction if needed.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Danielle Patrick

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Letter](#)

### History

Time	Who	Approval
12/1/2022 5:34 PM	County Counsel	Yes
12/1/2022 1:15 PM	Finance	Yes
12/2/2022 12:30 PM	County Administrative Office	Yes





BUILDING A STRONGER L.A.

Eric Garcetti, Mayor

Board of Commissioners  
Cynthia McClain-Hill, President  
Cynthia M. Ruiz, Vice President  
Mia Lehrer  
Nicole Neeman Brady  
Chante L. Mitchell, Secretary

Martin L. Adams, General Manager and Chief Engineer

November 7, 2022

Bob Gardner  
Chair  
Mono County Board of Supervisors  
P.O. Box 715  
Bridgeport, California 93517

Subject: Los Angeles Department of Water and Power Ranching Leases in  
Mono County

Dear Mr. Gardner:

I am responding to your letter dated September 20, 2022 and email dated October 27, 2022, regarding the recent published decision by the Court of Appeal, First Appellate District, dated June 30, 2022, in *County of Mono et al. v. LADWP*.

We look forward to Court entering judgment in the above-titled case consistent with the appellate decision, which will bring this matter to a close. Moving forward, it is our sincere hope that we are able to resolve our differences without resorting to costly, time-intensive litigation. In that spirit, we agree that a meeting in the next few weeks would be prudent.

Los Angeles Department of Water and Power appreciates Mono County's (County) expressed concerns regarding water availability, climate change and wildfires, and protection of the Bi-State Sage Grouse. I am always open to a productive discussion with the County on these issues and invite you to find a time in the next 30 days to join me in a conversation in Los Angeles.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cynthia McClain-Hill", is written over the word "Sincerely,".

Cynthia McClain-Hill  
President  
Board of Water and Power Commissioners

CMH:cyr

c: Los Angeles Mayor Eric Garcetti  
Paul Krekorian, Los Angeles City Council President  
Paul Souza, Regional Director, Pacific Southwest Region, United States Fish and  
Wildlife Service  
Charlton "Chuck" Bonham, Director, California Department of Fish and Wildlife





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 6, 2022

**Departments: Emergency Management**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chris Mokracek, Director of  
Emergency Management

**SUBJECT** Employment Agreement - Wildfire  
Mitigation Coordinator

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a limited-term contract with Wendilyn Grasseschi as Wildfire Mitigation Coordinator, and prescribing the compensation, appointment, and conditions of said employment.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve resolution R22-\_\_\_, approving the limited term contract with Wendilyn Grasseschi as Wildfire Mitigation Coordinator, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

Total cost of salary for 2022-23 is approximately \$61,782, of which \$42,000 is salary, and \$19,782 is benefits.

**CONTACT NAME:** Chris Mokracek

**PHONE/EMAIL:** 760-924-4633 / cmokracek@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time

Who

Approval

11/27/2022 6:37 AM

County Counsel

Yes

11/29/2022 10:08 AM

Finance

Yes

12/2/2022 12:34 PM

County Administrative Office

Yes



**OFFICE OF EMERGENCY MANAGEMENT  
COUNTY OF MONO**

**Chris Mokracek, Director  
(760) 924-4633**

**Date:** December 6, 2022  
**To** Honorable Board of Supervisors  
**From** Chris Mokracek, Director of Emergency Management  
**Subject** Employment Agreement with Wendilyn Grasseschi

**Recommended Action**

Adopt Resolution #R22-\_\_\_, approving a limited-term contract with Wendilyn Grasseschi as Wildfire Mitigation Coordinator, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Discussion**

The County was awarded the 2022 California Fire Safe Council's Cal Fire County Coordinator Grant that provided funding for a Wildfire Mitigation Coordinator under the Mono County Office of Emergency Management. The Board of Supervisors approved the limited-term position of a Wildfire Mitigation Coordinator on October 4, 2022. We are now asking for approval to hire Ms. Grasseschi into that position.



R22-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH WENDILYN GRASSESCHI AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT**

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that the limited-term Employment Agreement of Wendilyn Grasseschi, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in this Agreement are hereby prescribed and shall govern the employment of Ms. Grasseschi. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this 6<sup>th</sup> day of December 2022, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

## **LIMITED TERM EMPLOYMENT AGREEMENT OF WENDILYN GRASSECHI AS WILDFIRE MITIGATION COORDINATOR FOR MONO COUNTY**

This Agreement is entered into by and between Wendilyn Grasseschi and the County of Mono (hereinafter “County”).

### **I. RECITALS**

The County wishes to employ Wendilyn Grasseschi hereinafter (“Ms. Grasseschi”) as its Wildfire Mitigation Coordinator in accordance with the terms and conditions set forth in this Agreement. Ms. Grasseschi wishes to accept employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. This Agreement shall commence November 28, 2022, and shall remain in effect until February 28, 2024, unless or until terminated by either party in accordance with this Agreement.
2. Commencing November 28, 2022, Ms. Grasseschi shall be employed by Mono County as its Wildfire Mitigation Coordinator, serving at the will and pleasure of the Director of Emergency Management. Ms. Grasseschi accepts such employment. The Director of Emergency Management shall be deemed the “appointing authority” for all purposes with respect to Ms. Grasseschi’s employment. The Director of Emergency Management and Ms. Grasseschi will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Grasseschi’s work. Ms. Grasseschi’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Emergency Management in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Grasseschi’s salary shall be set at \$6,000 per month for a limited term from November 28, 2022, through February 28, 2024.
4. Ms. Grasseschi understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).
5. Ms. Grasseschi shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated

most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave during each calendar year of service, prorated for 2022 to reflect Ms. Grasseschi’s November 28, 2022, start date and also prorated for 2024 to reflect her partial employment during that year.

6. To the extent deemed appropriate by the Director of Emergency Management, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Grasseschi’s full participation in applicable professional associations, for her continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Grasseschi shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Grasseschi’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Grasseschi understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Grasseschi cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Grasseschi’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
9. Consistent with the “at will” nature of Ms. Grasseschi’s employment, the Director of Emergency Management or CAO may terminate Ms. Grasseschi’s employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Grasseschi understands and acknowledges that as an “at will” employee, she will not have permanent status, nor will her employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly

to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Director of Emergency Management may, in his or her discretion, take during Ms. Grasseschi's employment.

10. Ms. Grasseschi may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Grasseschi shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
11. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Grasseschi.
12. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Grasseschi's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Grasseschi's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Ms. Grasseschi shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Grasseschi is convicted of a crime involving abuse of office or position.
13. Ms. Grasseschi acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Grasseschi further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

### **III. EXECUTION**

This Agreement is executed by the parties this 6<sup>th</sup> day of December 2022.

EMPLOYEE

*Wendilyn Grasseschi*  
Wendilyn Grasseschi (Nov 29, 2022 11:52 PST)

Wendilyn Grasseschi

THE COUNTY OF MONO

By: Bob Gardner, Chair Board of Supervisors

APPROVED AS TO FORM:

*Stacey Simon*  
Stacey Simon (Nov 29, 2022 11:13 PST)

COUNTY COUNSEL












# 2022 Employment Agreement Grasseschi

Final Audit Report

2022-11-29

Created:	2022-11-29
By:	Chris Mokracek (cmokracek@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA33JJuPBpUjpMxbtle9EhyY3ZL-4HaXy

## "2022 Employment Agreement Grasseschi" History

-  Document created by Chris Mokracek (cmokracek@mono.ca.gov)  
2022-11-29 - 7:10:18 PM GMT- IP address: 162.252.90.163
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature  
2022-11-29 - 7:11:30 PM GMT
-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)  
2022-11-29 - 7:12:21 PM GMT- IP address: 162.252.88.209
-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)  
Signature Date: 2022-11-29 - 7:13:02 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Document emailed to wendiggrasseschi@me.com for signature  
2022-11-29 - 7:13:03 PM GMT
-  Email viewed by wendiggrasseschi@me.com  
2022-11-29 - 7:50:22 PM GMT- IP address: 146.75.146.1
-  Signer wendiggrasseschi@me.com entered name at signing as Wendilyn Grasseschi  
2022-11-29 - 7:52:11 PM GMT- IP address: 47.209.23.84
-  Document e-signed by Wendilyn Grasseschi (wendigrasseschi@me.com)  
Signature Date: 2022-11-29 - 7:52:13 PM GMT - Time Source: server- IP address: 47.209.23.84
-  Agreement completed.  
2022-11-29 - 7:52:13 PM GMT





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 6, 2022

**Departments: Public Works**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Paul Roten, Public Works Director

**SUBJECT** Employment Agreement - County  
Engineer

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### AGENDA DESCRIPTION:

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

Proposed resolution approving an Employment Agreement with Kalen Dodd as County Engineer.

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### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R22-\_\_\_, approving a contract with Kalen Dodd as County Engineer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

---

### FISCAL IMPACT:

Total cost of salary and benefits for FY2022/2023 is approximately \$161,286, of which \$121,004 is salary, and \$40,282 is benefits. The prorated amount for the remainder of FY2022/2023 is \$94,083 total, with \$70,586 salary and \$23,498 benefits. This is included in the Public Works adopted budget.

---

**CONTACT NAME:** Paul Roten

**PHONE/EMAIL:** 7909325440 / proten@mono.ca.gov

---

### SEND COPIES TO:

Kalen Dodd

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report County Engineer Dodd</a>
<input type="checkbox"/> <a href="#">Resolution for Kalen Dodd</a>
<input type="checkbox"/> <a href="#">Agreement</a>

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/1/2022 5:34 PM	County Counsel	Yes
11/29/2022 8:55 AM	Finance	Yes
12/2/2022 12:33 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

December 06, 2022

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

**From:** Paul Roten, PW Director

**Re:** Staff Report - Employment Agreement with Kalen Dodd

**Recommended Action:**

Adopt Resolution #R22-\_\_\_, approving a contract with Kalen Dodd as County Engineer, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:**

Total cost of salary and benefits for FY 2022-23 is approximately \$161,286, of which \$121,004 is salary, and \$40,282 is benefits. The prorated amount for the remainder of FY 2022/2023 is \$94,083 total, with \$70,586 salary and \$23,498 benefits. This is included in the Public Works Recommended budget. This is included in the Public Works Recommended budget.

**Discussion:**

Kalen Dodd has worked as a Professionally Licensed Civil Engineer Since 2009 and joined Mono County's Engineering Department in 2018. Mr. Dodd has administered the permits and provided advise pertaining to grading, encroachment and Floodplains. He has managed Road Rehabilitation and Reconstruction projects, support of the Airports, work towards Bridge Grants. This is included in the 2022/2023 fiscal budget under the title of "County Engineer" and fills a position that has been open since Paul Roten took the Public Works Director Position in July of 2022. Kalen brings calm oversight of engineering projects both public and private to Mono County. We look forward to Kalen's continued work meeting the strategic goals of Mono County.

If you have any questions regarding this item please contact Paul Roten at 760-709-0427, or [proten@mono.ca.gov](mailto:proten@mono.ca.gov)

Respectfully submitted,

Paul Roten, Public Works Director



R22-

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH KALEN DODD  
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

**WHEREAS**, on Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND RESOLVES** that the Employment Agreement of Kalen Dodd, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and compensation, appointment, and other terms and conditions of employment set forth in that agreement are hereby prescribed and shall govern the employment of Kalen Dodd. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County

**PASSED, APPROVED and ADOPTED** this 6<sup>th</sup> day of December, 2022, by the following vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

**EMPLOYMENT AGREEMENT OF KALEN DODD  
AS COUNTY ENGINEER FOR MONO COUNTY**

This Agreement is entered into by and between Kalen Dodd and the County of Mono (hereinafter “County”).

**I. RECITALS**

Kalen Dodd (hereinafter “Mr. Dodd”) has been employed by Mono County as an Associate Engineer. The County wishes to instead employ Mr. Dodd as its County Engineer, commencing on November 13, 2022, in accordance with the terms and conditions set forth in this Agreement. Mr. Dodd wishes to accept continued employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence November 13, 2022, (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Dodd shall be employed by Mono County as its County Engineer, serving at the will and pleasure of the Public Works Director. Mr. Dodd accepts such employment. The Public Works Director shall be deemed the “appointing authority” for all purposes with respect to Mr. Dodd’s employment. The Public Works Director and Mr. Dodd will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Dodd’s work. Mr. Dodd’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Public Works Director in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Dodds’s salary shall be Range 15, Step D as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Mr. Dodd understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

5. Mr. Dodd shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Mr. Dodd understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Mr. Dodd’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Dodd may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Dodd’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Dodd’s full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Public Works Director.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Dodd shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Dodd’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Dodd understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Dodd cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Dodd’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Mr. Dodd’s employment, the Public Works Director may terminate Mr. Dodd’s employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Dodd understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules, except to the extent the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Public Works Director may, in his or her discretion, take during Mr. Dodd’s employment.
10. In the event of a termination without cause under paragraph 9, occurring after Mr. Dodd’s first twelve (12) months of employment under this Agreement, Mr. Dodd shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Dodd shall not be entitled to any severance pay in the event that the Public Works Director has grounds to discipline him on or about the time he gives him the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Dodd shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Dodd may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Dodd shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Dodd.
13. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Dodd’s employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Dodd’s sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Mr. Dodd shall reimburse the County for any paid



leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Dodd is convicted of a crime involving abuse of office or position.

14. Mr. Dodd acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Dodd further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

### III. EXECUTION:

This Agreement is executed by the parties this 6<sup>th</sup> day of December, 2022.

EMPLOYEE

THE COUNTY OF MONO



Kalen Dodd

By: Bob Gardner  
Board of Supervisors

APPROVED AS TO FORM:



[Stacey Sirron \(Nov 28, 2022 14:16 PST\)](#)

COUNTY COUNSEL









# 2022\_12\_06\_County\_Engineer\_Kalen\_Dodd\_15\_D (SS) FINAL

Final Audit Report

2022-11-29

Created:	2022-11-28
By:	Paul Roten (proten@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEJWVnpk4JdnuVnAkliCKIb_Od7XH8qaG

## "2022\_12\_06\_County\_Engineer\_Kalen\_Dodd\_15\_D (SS) FINAL" History

-  Document created by Paul Roten (proten@mono.ca.gov)  
2022-11-28 - 9:55:23 PM GMT- IP address: 162.252.88.212
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature  
2022-11-28 - 9:56:30 PM GMT
-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)  
2022-11-28 - 10:16:16 PM GMT- IP address: 162.252.88.209
-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)  
Signature Date: 2022-11-28 - 10:16:35 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Document emailed to Kalen Dodd (kdodd@mono.ca.gov) for signature  
2022-11-28 - 10:16:36 PM GMT
-  Email viewed by Kalen Dodd (kdodd@mono.ca.gov)  
2022-11-28 - 10:23:39 PM GMT- IP address: 162.252.90.163
-  Document e-signed by Kalen Dodd (kdodd@mono.ca.gov)  
Signature Date: 2022-11-29 - 0:30:31 AM GMT - Time Source: server- IP address: 162.252.90.163
-  Agreement completed.  
2022-11-29 - 0:30:31 AM GMT





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 6, 2022

**Departments: Community Development Department**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Wendy Sugimura, Community  
Development Director

**SUBJECT** Employment Agreement with Tom  
Perry as Part-Time Building Official

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### AGENDA DESCRIPTION:

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

Consideration of an employment agreement with Tom Perry to serve as the Mono County Building Official on a part-time basis.

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### RECOMMENDED ACTION:

Announce fiscal impact. Approve Resolution R22-\_\_\_\_, approving a contract with Tom Perry as Building Official, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

---

### FISCAL IMPACT:

Total cost of salary and benefits for FY 22-23 is \$42,227, of which \$36,564 is salary, and is covered by the Community Development Department's budget.

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**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 760-924-1814 / wsugimura@mono.ca.gov

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<a href="#">Staff report</a>
<a href="#">Contract</a>
<a href="#">Resolution</a>

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/21/2022 2:45 PM	County Counsel	Yes
11/29/2022 10:16 AM	Finance	Yes
12/2/2022 12:36 PM	County Administrative Office	Yes

# Mono County Community Development Department

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

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** December 6, 2022  
**To:** Honorable Board of Supervisors  
**From:** Wendy Sugimura, Community Development Director  
**Subject:** Employee Agreement with Tom Perry as part-time Building Official

**Recommended Action(s):**

Approve Resolution #R22-\_\_\_, approving a contract with Tom Perry as Building Official, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:**

Total cost of salary and benefits for FY 22-23 is \$42,227, of which \$36,564 is salary, and is covered by the Community Development Department's budget.

**Background:**

A recruitment was open for the Building Official position in the Community Development Department from May 2016 through September 2017 with no qualified applicants. If the full-time position were hired, the salary (without benefits) would be significantly more costly.

Although Community Development staff was able to find solutions and to generally work around the absence of a Building Official, it reduced department efficiency overall and occasionally presented a critical roadblock for a given project. The preference has always been to find a viable candidate for Building Official, but as the recruitment was unsuccessful, alternative ideas were explored.

The alternative that was acted upon in September 2017 was an agreement with former Mono County Building Official Tom Perry, who now works as the Town of Mammoth Lake's full-time Building Official, to work eight hours per week for the County (in addition to his serving full time as Town Building Official) for up to 48 weeks, and deal specifically with sensitive issues and determinations that require the analysis of a Building Official.

**Discussion:**

The County contract with Mr. Perry expired on October 1, 2021, and a new one-year contract back-dated to October 2, 2021, is being proposed. Mr. Perry has continued to fulfill his Building Official duties with the County since October 2.

As before, this agreement is similar to other County employee agreements but includes a 30-day termination clause that can be exercised by either party. This will allow the County or Mr. Perry to abandon the agreement should it prove to be unworkable for any reason. This arrangement was developed in consultation with the Town Manager Dan Holler, to assure the arrangement is not negatively impacting Mr. Perry's work for the Town. The Town and County Community Development Directors and Mr. Holler initially met on a regular basis to review the arrangement and discuss any needed adjustments; however, recently meetings have seemed unnecessary as the arrangement appears to be working smoothly.

This is the fourth year this contract arrangement has been in effect and no conflicts or problems have been identified to date.

The Community Development Department had an internal staff development and recruitment strategy to eventually fill the Building Official position on a full-time basis, however, that staff recently left the department. Consideration of recruiting for a full-time Building Official again may be in order, particularly given other staffing shortages in other Community Development divisions that reduce the capacity to absorb this workflow.

If you have any questions regarding this item, please contact me at (760) 924-1814 or [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov).

Attachment:

1. Resolution approving employment agreement (attached as an exhibit) with Tom Perry

**AGREEMENT REGARDING THE PART-TIME  
EMPLOYMENT OF TOM PERRY**

This Agreement is entered into this 6<sup>th</sup> day of December, 2022, by and between Tom Perry and the County of Mono.

**I. RECITALS**

Tom Perry is currently employed as the Building Official of the Town of Mammoth Lakes and part-time Building Official for Mono County, and formerly was employed full-time as the Mono County Building Official. The County now wishes to retain Mr. Perry on a part-time basis to serve as its Building Official on the terms and conditions set forth in this Agreement and in accordance with the Mono County Building Official Job Description, provided such employment does not unduly conflict with Mr. Perry's responsibilities as the Building Official for the Town. Tom Perry wishes to continue such part-time employment with the County on said terms and conditions.

**II. AGREEMENT**

1. The term of this Agreement shall be October 2, 2022, until October 1, 2023, unless earlier terminated by either party in accordance with this Agreement.
2. Commencing on October 2, 2022, Tom Perry shall be employed by Mono County as its part-time Building Official, serving at the will and pleasure of the Community Development Director in accordance with the terms and conditions of this Agreement. Tom Perry accepts such employment. The Community Development Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Perry's employment.
3. Mr. Perry shall be paid \$92.41 per hour and shall work 8 hours per week (on Fridays), up to 48 weeks per year. Mr. Perry shall coordinate with the Community Development Director to determine the 4 weeks in which he will provide no services to the County. In the event of an emergency, and upon mutual written agreement by Mr. Perry and the Community Development Director, Mr. Perry may work additional hours and/or weeks.
4. It is the parties' understanding that a determination has been made by the Public Employees Retirement System (PERS) that Mr. Perry's employment with the County is "overtime" and, as such, that no retirement contribution by the parties related to such employment will be required.
5. As a limited-hour part-time employee, Mr. Perry shall not earn or accrue paid leave time nor be entitled to the general benefits provided by the County to

other management-level employees and described in the County's Management Benefits Policy, except that the County shall provide any compensation or benefits mandated by state or federal law.

6. Tom Perry understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy is expressly contingent on his actual rendering of personal services to the County. Should Mr. Perry cease rendering such services during this Agreement, then he shall cease earning or receiving any additional compensation or benefits until such time as he resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law.
7. The Community Development Director may terminate Tom Perry's employment at-will and without cause upon thirty days' written notice. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Perry understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Community Development Director may, in his discretion, take during Mr. Perry's employment.
8. Mr. Perry may resign his employment with the County without cause upon thirty days' written notice. In that event, this Agreement shall automatically terminate concurrently with the effective date of the resignation, unless otherwise mutually agreed to in writing by the parties. Mr. Perry shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
9. This Agreement constitutes the entire agreement of the parties with respect to the employment of Tom Perry.
10. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Tom Perry's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties



Exhibit A to R22-\_\_

intend that Tom Perry's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

11. Tom Perry acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Tom Perry further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

### III. EXECUTION:

This Agreement shall be deemed executed as of December 6, 2022.

TOM PERRY

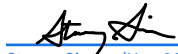
THE COUNTY OF MONO



Tom Perry (Nov 30, 2022 17:21 PST)

\_\_\_\_\_  
By: Bob Gardner  
Board of Supervisors, Chair

APPROVED AS TO FORM:



Stacey Simon (Nov 30, 2022 17:23 PST)

STACEY SIMON  
County Counsel









# 1A At-Will Agreement - Perry PT 22-23

Final Audit Report

2022-12-01

Created:	2022-11-30
By:	Wendy Sugimura (wsugimura@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsCzAHSyOv-v992jqT3BKGiZwE9L22PHu

## "1A At-Will Agreement - Perry PT 22-23" History

-  Document created by Wendy Sugimura (wsugimura@mono.ca.gov)  
2022-11-30 - 6:29:51 PM GMT- IP address: 162.252.88.209
-  Document emailed to Tom Perry (tperry@mono.ca.gov) for signature  
2022-11-30 - 6:30:27 PM GMT
-  Email viewed by Tom Perry (tperry@mono.ca.gov)  
2022-12-01 - 1:20:55 AM GMT- IP address: 162.252.90.201
-  Document e-signed by Tom Perry (tperry@mono.ca.gov)  
Signature Date: 2022-12-01 - 1:21:07 AM GMT - Time Source: server- IP address: 162.252.90.161
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature  
2022-12-01 - 1:21:08 AM GMT
-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)  
2022-12-01 - 1:22:49 AM GMT- IP address: 162.252.88.209
-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)  
Signature Date: 2022-12-01 - 1:23:25 AM GMT - Time Source: server- IP address: 162.252.88.209
-  Agreement completed.  
2022-12-01 - 1:23:25 AM GMT



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R22-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH TOM PERRY  
PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement Regarding the Part-Time Employment of Tom Perry, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment Tom Perry. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

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1 **PASSED, APPROVED and ADOPTED** this 6<sup>th</sup> day of December, 2022, by the  
2 following vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

7  
8  
9  
10 \_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

11  
12 **ATTEST:**

**APPROVED AS TO FORM:**

13  
14  
15 \_\_\_\_\_  
16 Clerk of the Board

15 \_\_\_\_\_  
16 County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 6, 2022

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Stacey Simon, County Counsel

**SUBJECT** Revised Regulatory Agreement with  
Victor Martinez for 71 Davison Street

**AGENDA DESCRIPTION:**

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

Proposed resolution of the Board of Supervisors of the County of Mono Authorizing the Execution and Recordation of an Amended Affordable Housing Regulatory Agreement with Option to Purchase and Release of Prior Regulatory Agreement for 71 Davison Road, Mammoth Lakes; Finding that the Board's Action is Exempt from Review Under the California Environmental Quality Act; and Taking Related Actions.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Resolution</a>
<a href="#">Attachment to Resolution</a>

History

Time

Who

Approval

11/27/2022 6:35 AM	County Counsel	Yes
11/29/2022 10:13 AM	Finance	Yes
12/2/2022 12:35 PM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsels**  
Christopher Beck  
Anne L. Frievalt

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

---

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Stacey Simon, County Counsel  
Erik Ramakrishnan, Special Housing Counsel

Date: December 6, 2022

Re: **71 Davison Road Amended and Restated Affordable Housing Regulatory Agreement** – Approve resolution: (1) authorizing County Administrative Officer to execute an Amended and Restated Affordable Housing Regulatory Agreement with Option to Purchase and Release of Prior Regulatory Agreement for 71 Davison Road; and (2) finding that the Board’s action is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption).

**Recommended Action**

Approve proposed resolution authorizing the County Administrative Officer to execute the amended and restated affordable housing regulatory agreement and finding the Board’s action exempt from review under CEQA.

**Strategic Plan Focus Areas Met**

Economic Base  
Infrastructure

**Discussion**

Prior to October 2019, the County owned a 0.22-acre lot located at 71 Davison Road in the Town of Mammoth Lakes. The lot contained damaged multi-family residential structures approximately 5,700 square feet in size. On October 8, 2019, your Board authorized the sale of the property to a developer for affordable housing, pursuant to Government Code Section 25539.4. The sale price was \$1,000, with the sale conditioned on development of up to five affordable rental housing units onsite within 24 months. The developer’s obligations were spelled out both in the Purchase and Sale Agreement for the sale and in a recorded Regulatory Agreement and Declaration of Restrictive Covenants (the “Regulatory Agreement”).

The housing development was not constructed within 24 months as required, although the developer conducted site remediation and obtained plans and building permits for the development. The County sent notice of breach to the developer on November 22, 2021. On April 9, 2022, the property was listed for sale, and on April 22, 2022, it was purchased by Victor

Martinez. After the property was listed but before the sale closed, the County initiated litigation against the seller for breach of the Purchase and Sale Agreement and Regulatory Agreement.

While litigation was pending, the County reached out to Mr. Martinez, who informed County staff that he intended to develop the property for affordable housing, but that due to economic changes since the prior sale of the property in 2019, it would not be feasible to develop five units in the approved plans for affordable housing. This assertion is credible given rapidly increasing property values, construction costs, and interest rates, as well as ongoing supply shortages of construction materials relating to the COVID-19 pandemic.

After the sale closed, to avoid the burden and expense of continuing the litigation and possibly adding Mr. Martinez as a party since he was now a successor in interest under the Regulatory Agreement, the County dismissed the litigation subject to an informal understanding with Mr. Martinez that the parties would work in good faith in an attempt to renegotiate the Regulatory Agreement to ensure that the project is economically feasible. This was deemed the best way to ensure completion of construction and development of affordable housing at the subject property. After the litigation was dismissed, the development progressed rapidly, and the County has not had to take further action to enforce the obligation under the Regulatory Agreement to ensure timely construction of housing.

An Amended and Restated Affordable Housing Regulatory Agreement with Option to Purchase and Release of Prior Regulatory Agreement (the “Amended and Restated Regulatory Agreement”) has been negotiated with Mr. Martinez, which is acceptable in form both to Mr. Martinez and to an ad hoc subcommittee of your Board that was appointed earlier this year to address issues relating to 71 Davison Road, consisting of Supervisor Kreitz and Chair Gardner.

Once executed and recorded, the Amended and Restated Regulatory Agreement would replace the existing Regulatory Agreement in full. It would prohibit short-term rental of any of the five units in the development, but one of the units would not be restricted based on price. Mr. Martinez currently intends to occupy that unit. Mr. Martinez would have flexibility to offer the units for sale or for rent, but one of the units would continue to be available for very-low-income households, one for low-income households, and two for moderate-income households. The agreement provides enhanced enforcement and monitoring mechanisms compared to the existing Regulatory Agreement, and it contains language prioritizing units for households who live, work, or have an accepted written job offer in California’s Eastern Sierra region. For any rental units, Mr. Martinez would identify and select tenants according to a marketing plan approved by the County, and the County would perform initial income certification. For any sale units, the County or an affordable housing program administrator contracted by the County would identify and select eligible buyers with input from Mr. Martinez, as specified in the agreement.

Staff recommends that your Board approve the resolution authorizing the County Administrative Officer to execute the Amended and Restated Regulatory Agreement and finding the Board’s action exempt from review under CEQA. As stated in the resolution, the Board’s action is exempt pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) in that it can be seen with certainty that entering the Amended and Restated Regulatory Agreement will not have a significant environmental effect since the agreement does not authorize or facilitate any new development other than a development that already has entitlements and is already under construction, and none of the circumstances in CEQA Guidelines Section 15300.2 applies.



If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.



R22-\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO AUTHORIZING THE EXECUTION AND RECORDATION OF AN AMENDED AND RESTATED AFFORDABLE HOUSING REGULATORY AGREEMENT WITH OPTION TO PURCHASE AND RELEASE OF PRIOR REGULATORY AGREEMENT FOR 71 DAVISON ROAD, MAMMOTH LAKES; FINDING THAT THE BOARD'S ACTION IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND TAKING RELATED ACTIONS**

**WHEREAS**, On October 8, 2019, the Mono County Board of Supervisors authorized the sale of property located at 71 Davison Road, in the Town of Mammoth Lakes, pursuant to Government Code Section 25539.4, subject to a recorded Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") requiring that the property be developed for affordable housing; and

**WHEREAS**, to ensure the viability of the affordable housing development project contemplated by the Regulatory Agreement, County staff has recommended, and the Board of Supervisors has determined, that it is in the best interest of the public to renegotiate the terms and conditions of the Regulatory Agreement, and an Amended and Restated Affordable Housing Regulatory Agreement with Option to Purchase and Release of Prior Regulatory Agreement (the "Amended and Restated Regulatory Agreement") has been negotiated; and

**WHEREAS**, entry into the Amended and Restated Regulatory Agreement is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), in that it can be seen with certainty that entering the Amended and Restated Regulatory Agreement will not have a significant environmental effect since the agreement does not authorize or facilitate any new development other than a development that already has entitlements and is already under construction, and none of the circumstances in CEQA Guidelines Section 15300.2 applies;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES THAT:**

**SECTION ONE:** The Board hereby finds that the foregoing recitals are true and correct.

**SECTION TWO:** The County Administrative Officer is authorized to execute and direct the recordation of the Amended and Restated Regulatory Agreement on behalf of the

1 County, and to take all other actions necessary or convenient to effectuate the same, including  
2 by authorizing minor, non-substantive changes to the form of the agreement.

3  
4 **PASSED, APPROVED, and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, by  
5 the following vote, to wit:

6 **AYES:**

7 **NOES:**

8 **ABSENT:**

9 **ABSTAIN:**

10 \_\_\_\_\_  
11 Bob Gardner, Chair

12 Mono County Board of Supervisors

13  
14 **ATTEST:**

**APPROVED AS TO FORM:**

15 \_\_\_\_\_  
16 Clerk of the Board

17 \_\_\_\_\_  
18 County Counsel

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL DOCUMENT  
TO:**

Mono County Counsel  
1290 Tavern Road  
P.O. Box 2415  
Mammoth Lakes, CA 93546

**(No recording fee pursuant to  
Gov. Code, §§ 6103, 27383 &  
27388.1)**

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Space Above This Line for Recorder's Use Only

A.P.N.: 031-041-020-000

**AFFORDABLE HOUSING REGULATORY AGREEMENT  
WITH OPTION TO PURCHASE AND  
RELEASE OF PRIOR REGULATORY AGREEMENT**

This Affordable Housing Regulatory Agreement with Option to Purchase and Release of Prior Regulatory Agreement (this "Agreement") is entered into as of \_\_\_\_, 2022 (the "Effective Date"), between the County of Mono, a political subdivision of the State of California (the "County"), and Victor Martinez, an individual ("Developer") (collectively the "Parties," each a "Party"), with respect to the following facts:

- A. Developer owns that certain real property more particularly described in **Exhibit A** (the "Property"), which is located at 71 Davison Road in the Town of Mammoth Lakes, California.
- B. On October 8, 2019, the County entered into a Purchase and Sale Agreement and a Regulatory Agreement and Declaration of Restrictive Covenants with Silver State Investors, LLC, a Nevada limited liability company ("Silver State"), whereby the County sold the Property to Silver State pursuant to Government Code Section 25539.4 for a nominal cost of \$1,000.00. The Regulatory Agreement and Declaration of Restrictive Covenants, which is referred to hereinafter as the "2019 Regulatory Agreement," was recorded in the Official Records of Mono County on or about October 30, 2019, as Document No. 2019004151. Pursuant to Section 2.3 of the Purchase and Sale Agreement, as partial consideration for the sale of the Property, Silver State agreed to develop the Property with five (5) units, or fewer units if Silver State could not obtain entitlements to develop all five (5) units. The units were to be rented below market rate as set forth in the 2019 Regulatory Agreement. Pursuant to Section 2.1 of the 2019 Regulatory Agreement, the construction on the units was to be completed within twenty-four (24) months of the date of the agreement. The 2019 Regulatory Agreement

also required that the units be leased to lower and moderate income households at rents specified therein. The 2019 Regulatory Agreement was intended to run with the land in perpetuity.

- C. After purchasing the Property, Silver State performed some work on the Property, obtained construction plans to construct the five (5) unit project contemplated by the Purchase and Sale Agreement and 2019 Regulatory Agreement, and obtained entitlements from the Town of Mammoth to construct all five (5) units. However, the project was not completed within twenty-four (24) months of the date of the 2019 Regulatory Agreement. Instead of completing the project, Silver State listed the Property for sale and ultimately sold it to Developer on April 27, 2022.
- D. Prior to the close of escrow, the County filed suit against Silver State for breach of contract and other causes of action and recorded a notice of pendency of action against the Property. After the sale concluded, the County and Developer met and conferred in good faith to discuss Developer's willingness and ability to develop the project consistent with the 2019 Regulatory Agreement. Certain changes to the 2019 Regulatory Agreement were agreed to reflect changed economic circumstances since 2019. Among these was a determination that only four (4) of the five (5) units in the project would be required to be restricted as affordable to lower and moderate income households, and that none of the five (5) units would be available for short-term rental. Additionally, the Parties determined that Developer would have the option to make units available for sale or for lease. On June 22, 2022, the County and Silver State resolved the litigation. The notice of pendency of action was subsequently withdrawn.
- E. To memorialize their agreement to modify the 2019 Regulatory Agreement, and to provide additional protections to the County to avoid future litigation, the Parties now desire to enter this Agreement, which replaces the 2019 Regulatory Agreement in full.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article 1.**  
**Preliminary Matters**

**Section 1.1. Recitals; Release of 2019 Regulatory Agreement.** The foregoing recitals are true and correct and are incorporated herein by this reference. As set forth in the recitals, by executing this Agreement, the County hereby releases the Property from the 2019 Regulatory Agreement and does hereby reconvey its interest therein to the Developer, it being agreed and understood that the restrictions of this Agreement shall supersede those of the 2019 Regulatory Agreement.

**Section 1.2. Definitions.** When capitalized in this Agreement, the following terms shall have the following meanings:

- (a) "2019 Regulatory Agreement" is defined in Recital B.
- (b) "Actual Household Size" means the actual number of persons in the applicable household.
- (c) "Administrator" is defined in Section 2.1.
- (d) "Affordable Cost" means a Monthly Housing Cost not exceeding, (i) one-twelfth (1/12) of thirty percent (30%) of one hundred ten percent (110%) of AMI adjusted for Assumed Household Size for Sale Units designated for Moderate Income Households; (ii) one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of AMI adjusted for Assumed Household Size for Sale Units designated for Low Income Households; and (iii) one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of AMI adjusted for Assumed Household Size for Sale Units designated for Very Low Income Households.
- (e) "Affordable Rent" means an amount of Rent not exceeding, (i) one-twelfth (1/12) of thirty percent (30%) of one hundred ten percent (110%) of AMI adjusted for Assumed Household Size for Rental Units designated for Moderate Income Households; (ii) one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of AMI adjusted for Assumed Household Size for Rental Units designated for Low Income Households; and (iii) one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of AMI adjusted for Assumed Household Size for Rental Units designated for Very Low Income Households.
- (f) "Affordable Sale Price" means a sales price for a Sale Unit that is derived from the Affordable Cost, as determined by the County pursuant to the methodology set forth in **Exhibit B** hereto.
- (g) "Agreement" is defined in the opening paragraph.
- (h) "Area Median Income" or "AMI" means the area median income for Mono County as published and periodically updated by HUD, adjusted for Actual Household Size or Assumed Household Size as specified in this Agreement. If income determinations are no longer published by HUD or are not updated for a period of at least eighteen (18) months, then the County shall provide income determinations that are reasonably similar with respect to methods of calculation to those previously published and periodically updated by HUD.
- (i) "Assumed Household Size" means one (1) plus the number of bedrooms in a housing unit. Thus, for example, the Assumed Household Size of a one-bedroom housing unit is two (2).

- (j) "BMR Units" means any Unit not designated a Market Rate Unit.
- (k) "County" is defined in the opening paragraph.
- (l) "Default" means a material breach of this Agreement or an Insolvency Event on the part of Developer.
- (m) "Developer" is defined in the opening paragraph. For greater clarity, and because this Agreement runs with the land, with respect to any right or obligation of "Developer" hereunder, "Developer" includes a successor in interest to Developer.
- (n) "Development" means the five (5) unit housing development project intended to be constructed at the Property, as described above in the recitals.
- (o) "Effective Date" is defined in the opening paragraph.
- (p) "Eligible Purchaser" means a household that demonstrates to the County's satisfaction that it meets the following criteria for purchase of a Sale Unit:
  - (i) Has provided verification satisfactory to the County of income, job history, and residency history;
  - (ii) Currently is a resident of, currently has a regular place of business or employment in, or has accepted an offer in writing for employment in, California's Eastern Sierra region, which includes Mono, Alpine, and Inyo Counties, unless no such households can be identified (after reasonable diligence) that are ready, willing, or able to purchase a Sale Unit;
  - (iii) Qualifies for adequate purchase money financing;
  - (iv) Has sufficient funds to make the down-payment and to pay the buyer's closing costs for the Sale Unit;
  - (v) Has the capacity to pay taxes, homeowner's dues, insurance, and other related costs; and
  - (vi) Qualifies as a Moderate Income Household, Low Income Household, or Very Low Income Household, as applicable.
- (q) "Gross Income" has the meaning given in California Code of Regulations, Title 25, Section 6914 or successor regulation, as the same may be amended from time-to-time.
- (r) "Housing Cost" means all the following costs associated with a Sale Unit:

- (i) Principal and interest on a mortgage loan including any rehabilitation loans, and any loan insurance fees associated therewith;
  - (ii) Property taxes and assessments;
  - (iii) A reasonable allowance for property maintenance and repairs;
  - (iv) A reasonable allowance for utilities, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels, but not telephone, cable television, or internet;
  - (v) Fire and casualty insurance covering replacement value of property improvements; and
  - (vi) Homeowner association fees.
- (s) "HUD" means the United States Department of Housing and Urban Development or successor agency thereto.
- (t) "Initial Purchaser" means the Eligible Purchaser who purchases a particular Sale Unit from Developer.
- (u) "Insolvency Event" means the occurrence of any of the following: (i) a receiver is appointed for the Developer or its property; (ii) Developer makes a general assignment for the benefit of its creditors; (iii) Developer commences, or has commenced against it, proceedings under any bankruptcy, insolvency, or debtor's relief law, which proceedings are not dismissed within sixty (60) days; or (iv) in the event the Property is subsequently transferred to an entity, Developer is liquidated or dissolved.
- (v) "LI Unit" means a BMR Unit that shall be rented at an Affordable Rent or sold at an Affordable Sales Price to a Low Income Household.
- (w) "Low Income Household" means a household with a Gross Income that does not exceed sixty (60%) of AMI, adjusted for Actual Household Size.
- (x) "Market Rate Unit" means not more than one (1) Unit within the Development designated by Developer to be sold or rented at an unrestricted sales price or rent, or to be occupied by Developer or otherwise with Developer's permission.
- (y) "MI Unit" means a BMR Unit that shall be rented at an Affordable Rent or sold at an Affordable Sales Price to a Moderate Income Household.
- (z) "Moderate Income Household" means a household with a Gross Income that does not exceed one hundred twenty percent (120%) of AMI, adjusted for Actual Household Size.



- (aa) "Monthly Housing Cost" means an average of estimated Housing Cost for the next twelve months.
- (bb) "Owner" means the holder of record title of a Sale Unit.
- (cc) "Party" and "Parties" are defined in the opening paragraph.
- (dd) "Property" is defined in Recital A. For greater clarity, the Property includes any real property improvements or fixtures located now or in the future at the Property.
- (ee) "Purchaser" means the Eligible Purchaser of a Sale Unit, including the Initial Purchaser or a subsequent Purchaser.
- (ff) "Rent" means the total of monthly payments by the Tenant of a Rental Unit for the following:
  - (i) Use and occupancy of the unit, land, and associated facilities, including parking;
  - (ii) Any separately charged fees or service charges assessed by Developer which are required of all Tenants (other than security deposits);
  - (iii) An allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, or refrigeration fuel, but not telephone service, internet, or cable television; and
  - (iv) Any other interest, taxes, fees, or charges for use of the land or associated facilities and assessed by a public or private entity other than Developer and paid by the Tenant.
- (gg) "Rental Unit" means any BMR Unit designated by Developer for rental rather than for sale.
- (hh) "Resale Restriction" means a deed restriction entered between a Purchaser and the County, the general form of which will be provided by the County, which will be filled in and recorded upon the sale of each Sale Unit.
- (ii) "Sale Units" means any BMR Unit designated by Developer for sale rather than for rental.
- (jj) "Tenant" means a household legally occupying a Rental Unit pursuant to a valid lease.
- (kk) "Unit" means one of the five (5) units within the Development, including the BMR Units and not more than one (1) Market Rate Unit.

(ll) "Very Low Income Household" means a household with a Gross Income that does not exceed fifty percent (50%) of AMI, adjusted for Actual Household Size.

(mm) "VLI Unit" means a BMR Unit that shall be rented at an Affordable Rent or sold at an Affordable Sales Price to a Very Low Income Household.

**Section 1.3. Exhibits.** The following exhibits are attached to this Agreement and incorporated herein by this reference:

**Exhibit A:** Legal Description

**Exhibit B:** Affordable Sales Price Determination Methodology

**Exhibit C:** Form of Release

## **Article 2. The Units Generally**

**Section 2.1. Administrator.** It is expressly agreed and understood between the Parties that the County may assign any or all its rights or obligations under this Agreement to a third party independent contractor hired by the County (the "Administrator") to administer this Agreement. To the extent of any such assignment, reference to the County herein shall mean or include reference to the Administrator. Every action that the County may take under this Agreement to enforce its terms and conditions may be taken by the Administrator on the County's behalf.

**Section 2.2. Short-term Rental Forbidden.** None of the Units, including the Market Rate Unit, shall be leased or otherwise hired or let out for a term of less than 31 days, it being agreed and understood that the Development is intended to provide long-term housing and not for vacation housing or other commercial uses. This is a material provision of this Agreement, and the County's Board of Supervisors would not have consented to the release of the 2019 Regulatory Agreement to be superseded by this Agreement without the restriction set forth in this section.

**Section 2.3. Designation of Units.**

(a) Prior to commencement of construction, Developer may designate in writing to the County not more than one (1) of the Units as a Market Rate Unit. No other Unit ever shall thereafter be designated as a Market Rate Unit, and the Units not designated a Market Rate Unit shall be and remain designated as BMR Units.

(b) Prior to commencement of construction, Developer shall designate in writing to the County at least one (1) of the BMR Units as a VLI Unit, and at least one (1) of the BMR Units as an LI Unit. The remaining BMR Units shall be designated as MI Units. The designation of BMR Units shall not change thereafter.

- (c) Prior to the issuance of a certificate of occupancy for a BMR Unit, Developer shall designate the BMR Unit in writing to the County either as a Sale Unit or a Rental Unit. A Rental Unit may, thereafter, be re-designated in writing to the County as a Sale Unit; provided, however, that Developer shall not evict a Tenant for the purpose of re-designating the Unit and selling it. If Developer desires to re-designate a Unit following the termination of a Tenant's lease, Developer shall give the Tenant a right of first refusal to purchase the Unit. If the Tenant declines, then Developer shall offer the Tenant the opportunity to renew the lease. If the Tenant renews the lease, then Developer shall not re-designate the Unit. If the Tenant does not renew the lease, then the Unit may be re-designated. For greater clarity, a Rental Unit re-designated as a Sale Unit shall be sold at an Affordable Sales Price set at an Affordable Cost to a household at the income level for which the Unit has been designated pursuant to paragraph (b), above.
- (d) Prior to re-designating a Rental Unit as a Sale Unit, as described in paragraph (c) of this section, Developer shall give the County notice of its intent to re-designate the Unit. If, within thirty (30) days after receiving such notice the County notifies Developer of its intent to do so, the County may exercise a right of first refusal to purchase the Unit on the same terms as set forth in Section 3.2.

**Section 2.4. Construction and Quality of Units.** Developer shall complete construction of the Development within eighteen (18) months of the Effective Date, unless a later date is agreed to by the County. (Any extension shall not be valid unless in writing, but an extension shall not require an amendment to this Agreement.) Construction on the Market Rate Unit shall not be completed until construction of the VLI and LI Units is complete and substantial progress has been made on the remaining BMR Units, as determined by the County in its reasonable discretion. The BMR Units shall be constructed in a workmanlike and competent fashion and shall not be of significantly distinguishable design, construction, or materials from the Market Rate Unit. The Market Rate Unit may have upgraded floor coverings, countertops, bathroom and kitchen fixtures, and interior doors from the BMR Units if the County determines, in its reasonable discretion, that the same features of the BMR Units will be of good quality materials consistent with modern tastes and preferences. Otherwise, the choices of materials and fixtures for the Market Rate Unit and BMR Units shall be substantially the same.

**Section 2.5. Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall apply to the Property in perpetuity. This Agreement shall bind Developer and any successor, heir, or assign of the Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County.

**Section 2.6. Release.** Notwithstanding anything to the contrary in this Agreement, upon Developer's request, the County shall execute and record a form of release substantially in the form shown in **Exhibit C** to release BMR Units or other property within the Development, as follows:

- (a) For a Sale Unit, after the Unit has been transferred to the Initial Purchaser subject to a Resale Restriction, and provided Developer has complied with all its obligations hereunder with respect to the Unit; and
- (b) As otherwise agreed by the County in its sole and absolute discretion.

**Section 2.7. Nondiscrimination.** There shall be no unlawful discrimination against, or segregation of, nor denial of the benefits of this Agreement to, any person or group of persons in the sale, leasing, use, or occupancy of the Units, on the basis of race, color, ancestry, national origin, religion, creed, age, disability (mental or physical), sex, gender (including, without limitation, because of pregnancy, childbirth, or breastfeeding), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military or veteran status, or any other basis forbidden by federal, state, or local law. All deeds, leases, or contracts made or entered into by the Developer as to the BMR Units shall contain a prohibition against discrimination and segregation on terms set forth in this section.

**Section 2.8. Enforcement.** If a Default comes to the attention of the County, and if such Default, (i) requires immediate action by the County to avoid irreparable harm, or (ii) has not been cured within thirty (30) days of written notice from the County (or such longer period as the County, in its reasonable discretion, may allow), then the County shall have the right to take legal or other action to enforce this Agreement. The County is the beneficiary of the covenants contained herein and shall be entitled to enforce this Agreement throughout the term hereof, without regard to whether the County owns any interest in the Property to which this Agreement relates. The County's remedies in case of any Default shall include the following:

(a) Option to Purchase.

- (i) As a material part of the consideration for this Agreement, Developer covenants and agrees for itself, its successors and its assigns and every successor in interest to the Property that for the term of this Agreement, Developer hereby grants to the County (or its designee, who may be an Eligible Purchaser, non-profit housing provider, or public agency) an exclusive option to purchase the Property in the event of a Default; provided, however, that the County shall be deemed to have waived such purchase option unless it gives written notice to Developer of its intention to exercise the option within sixty (60) days after receipt of notice of the Default giving rise to the purchase option. If a condominium plan is recorded against the Property and certificates of occupancy have been

issued for all the Units, then the County's option shall apply to any and all the BMR Units rather than to the Property as a whole. Reference in this paragraph (a) to the County includes reference to the County's designee, as applicable.

- (ii) Within thirty (30) days following notice from the County of its intent to exercise its purchase option, the County shall open, or cause to be opened, an escrow with a title insurance company or such other escrow agent reasonably acceptable to the County, and the Parties shall execute escrow instructions with the escrow agent as may be necessary or desirable to implement this section. The Parties agree to the following escrow terms and conditions:

The escrow shall be for a period of one hundred (120) days or sooner if mutually agreed by the Parties.

The sales price for a BMR Unit shall be the Affordable Sales Price for that unit, and the sales price for the Property as a whole shall be the fair market value of the Property as restricted by this Agreement, as determined by an appraiser agreed to by both Parties. If the Parties cannot agree upon an appraiser, each Party shall designate an appraiser duly licensed in the State of California to appraise multiple-family residential properties, and the appraisers so designated shall select a third duly licensed and qualified appraiser to conduct the appraisal.

The escrow holder shall withhold that portion of the sales price necessary to pay estimated property taxes prorated to the close of escrow, Developer's share of closing costs as determined pursuant to local custom, and any outstanding liens or encumbrances against the property. Any remaining funds shall be disbursed as set forth in the escrow instructions.

Developer shall pay the premium for a standard C.L.T.A. policy of owner's title insurance issued by the escrow agent or title insurance company reasonably acceptable to the County in the amount of the sales price, insuring title to the unit in the County's name, subject only to those matters approved by the County in writing. In the event the County requests an A.L.T.A. policy of Owner's insurance and/or any title endorsements, the additional costs associated with the issuance of an A.L.T.A. policy or the endorsements shall be paid by the County.

Developer shall deposit in escrow for delivery to the County a grant deed in such form as may be reasonably acceptable to the County Administrative Officer or designee in his or her sole discretion.

Any costs to remove or satisfy any mortgages, deeds of trusts, liens or encumbrances shall be the responsibility of Developer, at Developer's sole cost and expense.

- (iii) If there is a stay or injunction imposed by court order precluding the County from exercising its purchase option within the applicable time period, then the running of such period shall be tolled until such time as the stay is lifted or injunction dissolved and the County has been given written notice thereof, at which time the period for exercise of the purchase option shall again begin to run.
  - (iv) In the event of default and foreclosure under any deed of trust or other security instrument recorded against all or any part of the Property, the County shall have the same right as the owner to cure defaults and redeem the property prior to the foreclosure sale and shall be deemed to be the owner's successor in interest under California Civil Code Section 2924c (or successor sections) solely for the purposes of reinstating any mortgage that has led to the recordation of the notice of default. As the owner's deemed successor in interest, the County shall be entitled, but not required, to pay all amounts of principal, interest, taxes, assessments, insurance premiums, advances, costs, attorneys' fees, and expenses required to cure the default, which shall be deemed advances payable by the owner to the County as a debt. Nothing herein shall be construed as creating any obligation of the County to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.
- (b) Excess Proceeds. Notwithstanding any notice and cure rights hereunder, any funds received by Developer for any BMR Unit in violation of this Agreement shall be immediately due and payable upon receipt by Developer as a debt to the County. Such excess proceeds shall be the property of the County and shall be deemed held in trust for the County by the Developer until paid to the County. Excess proceeds paid to the County shall be used for affordable housing purposes.
- (c) County Sublease of Units. If appropriate to correct any Developer default, and to the extent not prohibited by any senior lien holder (if any), Developer hereby grants to the County the option to lease, from time to time, any vacant Units in the Development for a rental of One Dollar (\$1.00) per Unit per year for the purpose of subleasing such Units, and hereby agrees to execute such agreements or further documentation and to take such further action reasonably requested by the County to provide the County the ability to sublease the Units following such uncured Default. Any rents received by the County under any such sublease shall be paid to the Developer after the County has been reimbursed for any expenses incurred in connection with such sublease.

- (d) Remedies Cumulative. Any remedy provided under this section or elsewhere in this Agreement shall be cumulative of every other remedy for Developer's Default available at law or in equity to the County. It is expressly agreed and understood that this Agreement may be specifically enforced by the County.
- (e) Attorneys' Fees and Costs. In any action or proceeding brought by the County to enforce its rights under this Agreement, the County shall be entitled to its reasonable costs and attorneys' fees if it is the prevailing party to the action or proceeding.

### **Article 3. The Sale Units**

**Section 3.1. Eligible Purchasers.** The Sale Units shall only be sold to Eligible Purchasers. If there are more interested Eligible Purchasers than available Sale Units, then the County shall rank and select such Eligible Purchasers in accordance with the County's then current policies and procedures, a copy of which shall be available from the County upon request.

**Section 3.2. Notification; Right of First Refusal.**

- (a) Developer shall notify the County of Sale Unit availability at least ninety (90) days prior to anticipated issuance of the certificate of occupancy for the Unit (or, if applicable, as described in Section 2.3(d), above). The County may, within thirty (30) days of such notice, provide Developer of notice of its intent to exercise the right of first refusal described in paragraph (b), below.
- (b) Before a Sale Unit is sold to an Eligible Purchaser, and if the County provides the notice described in paragraph (a), above, then the County shall have the right, but not the duty, to purchase the Sale Unit at the Affordable Sales Price appropriate for the Unit. The sale shall proceed on the same timeline and on substantially the same terms as for the County's exercise of its purchase option under Section 2.8(a). Upon acquiring the Unit, the County may lease the unit to an income qualified Tenant, sell it to an Eligible Purchaser, or make the Unit available for occupancy by a County employee; provided that the employee's household shall qualify based on Gross Income at the level for which the Unit is designated pursuant to Section 2.3(b), unless the County's Board of Supervisors otherwise finds that such occupancy is in the public interest. The County may also sell the Unit at market rate and deposit any profit in its affordable housing trust fund. The County may assign its right of first refusal to a nonprofit housing provider or another public agency, which may use the Unit in a like manner as the County pursuant to this paragraph.

**Section 3.3. Exclusive Sales Agent.**

- (a) The County (or the County's Administrator, if the County employs and Administrator) shall, (i) serve as the exclusive sales agent for Developer for the sale of the Sale Units; (ii) select Initial Purchasers in accordance with the County's then current policies and procedures; (iii) prepare the purchase and sale agreement described in Section 3.4; and (iv) facilitate the close of escrow. If the County employs an Administrator, the Administrator shall be compensated by Developer at five percent (5%) of the sales price approved by the County for each Sale Unit as a one-time fee payable upon sale. If the County does not employ an Administrator, then the County shall recover from Developer the County's actual costs in facilitating the sale of any Sale Unit. Notwithstanding the County's role as exclusive sales agent: (x) Developer shall be provided a reasonable opportunity to object to prospective buyers for reasons not inconsistent with the requirements of this Agreement or with federal, state, or local fair housing laws; and (y) the County (or its Administrator, as the case may be), shall meet and confer upon request and in good faith with Developer to consider any feedback Developer may offer regarding selection of Initial Purchasers.
- (b) The Resale Restriction shall provide that the County (or its Administrator) shall act as the exclusive sales agent for any resale of the Sale Unit to a Purchaser and shall be entitled to recover commissions or costs from the seller on the same terms described above for the sale to the Initial Purchaser.
- (c) If an Eligible Purchaser is not found for a Sale Unit within six (6) months of the Sale Unit coming available for sale, then it shall be offered for rent as a Rental Unit, unless the Parties agree otherwise in writing after meeting and conferring to discuss the best use of the Unit. Once an Eligible Purchaser is identified, the purchase and sale agreement shall state that the escrow shall be cancelled if it does not close in seventy-two (72) days from the opening of escrow. The Resale Restriction shall contain comparable terms for the resale of a Sale Unit.

**Section 3.4. Purchase Agreement Requirements.**

- (a) The form of purchase and sale agreement between Developer and the Initial Purchaser of a Sale Unit shall contain reasonable and market sensitive requirements for, (i) opening escrow, (ii) obtaining first mortgage approval, and (iii) any other matters of timing determined by Developer to be reasonable.
- (b) The purchase and sale agreement shall require Developer to pay any documentary transfer fees and taxes, escrow and recording charges, and commissions.
- (c) The purchase and sale agreement shall provide that close of escrow shall occur not later than the 75th day (or the first business day thereafter, if the 75th day is a Saturday, Sunday, or holiday) after execution of the purchase agreement, and



shall further provide that Developer shall have the right to terminate the purchase agreement if closing does not occur on or before such deadline, unless Developer obtains written approval of the County. Unless County provides such written approval, Developer shall terminate any contract that does not close within this deadline. Upon such termination, all consideration posted by the purchaser shall be returned, the purchase agreement shall be null and void, and Developer shall have the right to sell the Sale Unit to another Eligible Purchaser. Under such circumstances, the County (or the Administrator) shall begin immediately to identify the next priority Eligible Purchaser or to find another Eligible Purchaser.

**Section 3.5. Mortgage Lending.** Each Purchaser may select his or her own lender. To minimize risk to the County and the Purchaser, the terms of proposed mortgage financing are subject to approval by the County. Unless otherwise approved by the County, the first mortgage loan shall be a fixed-rate loan with a 30-year term. If the County uses an Administrator, the Administrator may provide lending services to the Purchaser.

**Section 3.6. Sale Price.** The total purchase price for a Sale Unit shall not exceed the Affordable Sales Price based upon the designation of the Sale Unit pursuant to Section 2.3(b), and as determined by the County. If the County employs an Administrator, the Administrator will provide technical assistance to determine the Affordable Sales Price. Developer shall not impose fees or hidden costs to receive more than the Affordable Sales Price as compensation from an Initial Purchaser for a Sale Unit.

**Section 3.7. Resale Restriction.** Each Sale Unit shall be sold subject to a Resale Restriction with a fifty-five (55) year term to ensure the long-term affordability of the Sale Unit. The Resale Restriction shall be executed and agreed to by the Initial Purchaser and shall be recorded against the Sale Unit. The Resale Restriction shall run with the land; provided, however, that each subsequent Purchaser shall be required to agree to, execute, and record a form of Resale Restriction substantially in the form executed by the Initial Purchaser, following which the prior Owner's Resale Restriction shall be released and reconveyed. Each such subsequent Resale Restriction shall have a new term of fifty-five (55) years. The Resale Restriction shall include provision for the County to redeem the Unit on terms and conditions set forth in Section 2.8(a)(iv). The Resale Restriction shall also provide that if the County declines to exercise said right, Developer shall have an option to redeem and purchase the Unit for an amount equal to the greater of the Affordable Sales Price or the cost to redeem the Unit; provided that upon any resale of the Unit following the exercise of the option to purchase, Developer shall pay one-half of any profits of the sale into the County's affordable housing fund. For purposes of the preceding sentence, "profits" means the sales price of the Unit less the sum of: Developer's purchase price, all other costs includable in basis for purposes of federal income taxation, and all amounts excludable from the amount realized from the sale of the Unit for purposes of federal income taxation. For

greater clarity, the Developer shall be a third party beneficiary of the Resale Restriction with respect to the foregoing option right and not a party to the Resale Restriction.

#### **Article 4. The Rental Units**

**Section 4.1. Ownership of Rental Units.** The Rental Units are intended for lease to Tenants at income levels designated pursuant to Section 2.3(b). Developer shall retain legal title and beneficial ownership of the Rental Units throughout the term unless a Rental Unit is re-designated pursuant to Section 2.3(c). Subject to the County's approval in its reasonable discretion, Developer may convey a Rental Unit to a non-profit housing provider or a public agency to own and lease pursuant to this Agreement. Such conveyance shall be at no cost or a cost not to exceed an Affordable Sales Price appropriate to the Rental Unit's designation pursuant to Section 2.3(b). Regardless whether the County approves the conveyance of a Rental Unit as required by this Section, a subsequent owner of a Rental Unit other than the County shall be bound by this Agreement; provided, however, that if Developer conveys any Rental Unit to a public agency, the County shall consider, and may in its sole and absolute discretion consent to, amendments to this Agreement to facilitate use of the Unit for employee housing on terms and conditions that the County's Board of Supervisors deems just.

**Section 4.2. Allowable Rent.** The maximum Rent (including utility allowance) charged to Tenants of the Rental Units shall not exceed an Affordable Rent based upon the designation of the Rental Unit pursuant to Section 2.3(b). Initial rents for all Rental Units shall be determined by the County prior to occupancy, and any rental increases shall require the County's review and approval, which approval it shall not unreasonably delay; provided, however, that the County shall approve any rental increase that is consistent with the terms and provisions of this Agreement. Developer shall not charge any fee other than Rent to any Tenant for any housing or other services.

**Section 4.3. Effect of Increase in Income.** If, upon recertification of a Tenant's income as provided in Section 4.8, Developer determines that a Tenant has a Gross Income exceeding one hundred twenty percent (120%) of AMI, adjusted for Actual Household Size, such Tenant shall be permitted to continue to occupy the Rental Unit at Rent not exceeding the lesser of a fair market rent or one-twelfth (1/12th) of thirty percent (30%) of actual Gross Income, but the Unit shall continue to be classified as a VLI, LI, or MI Unit, as the case may be.

**Section 4.4. Section 8 Voucher and Certificate Holders.** Developer will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to an existing housing certificate program or the Housing Choice Voucher Program under Section 8 of the United States Housing Act, or its successor. Developer shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor shall Developer apply or permit the application of

management policies or lease provisions with respect to the Rental Units which have the effect of precluding occupancy by such prospective Tenants.

**Section 4.5. Lease Provisions.** The form of lease used by the Developer (including any amendments to the approved form), shall be approved by the County. This shall be done for the County's sole and exclusive benefit to ensure compliance with this Agreement. The County's approval shall not be withheld or delayed unreasonably. The form of lease shall, among other matters, do the following:

- (a) Provide for termination of the lease and consent by the Tenant to immediate eviction for failure, (i) to provide any information required under this Agreement or reasonably requested by Developer to establish or recertify the Tenant's qualification for occupancy of the Rental Unit in accordance with the standards set forth in this Agreement; or (ii) to qualify based on standards set forth in this Agreement as a result of any material misrepresentation made by such Tenant with respect to the income computation or certification;
- (b) Be for an initial term of not less than one (1) year. After the initial year of tenancy, the lease may be month to month by mutual agreement of the Developer and the Tenant, however the Rent may not be raised more often than once every twelve (12) months after such initial year. The Developer will provide each Tenant with at least sixty (60) days' written notice (unless a longer period of notice is required by law) of any increase in Rent applicable to such Tenant;
- (c) Prohibit subleasing of the Rental Unit and the assignment of the lease, contain nondiscrimination provisions, and include the Tenant's obligation to inform Developer of any need for maintenance or repair;
- (d) Include reasonable rules of conduct consistent with California law; and
- (e) Allow termination of the tenancy only for good cause, including, (i) serious or repeated violation of the terms and conditions of the rental agreement; (ii) violations of applicable federal, state, or local law; or (iii) other good cause.

**Section 4.6. Security Deposits.** Developer may require Tenants to pay a cleaning and/or security deposit totaling in aggregate not more than the monthly Rent for a Unit plus a reasonable pet deposit, if applicable. The County shall approve the amount of any pet deposit, which approval the County shall not unreasonably withhold or delay. Any security deposits collected by Developer or Developer's agent shall be kept separate and apart from all other funds in a trust account with a depository insured by the Federal Deposit Insurance Corporation or other comparable federal deposit insurance program and shall be held and disbursed in accordance with California law. The balance in the trust account shall at all times equal or exceed the aggregate of all outstanding obligations, plus accrued interest thereon.

**Section 4.7. Tenant Selection Plan.**

- (a) Developer shall have a marketing plan, which shall include provision for affirmatively marketing the Rental Units by advertising their existence and through outreach to organizations and agencies providing services to income qualifying households. The marketing plan shall also include provisions for Tenant selection, including by accepting applications from prospective Tenants and maintaining an eligibility list, which will include relevant financial data relating to prospective Tenants, and which will be made available for inspection by the County upon request. Provisions for Tenant selection shall ensure that priority is given to prospective tenants who live and work in the Eastern Sierra region (or who can demonstrate acceptance of a written job offer in the Eastern Sierra region), which includes Mono, Alpine, and Inyo Counties. At least ninety (90) days before leasing Rental Units and annually thereafter or anytime the marketing plan is updated or amended, Developer shall provide the County the marketing plan. Within thirty (30) days of receipt of the marketing plan, the County shall have the right, but not the duty, to require changes to the marketing plan if it reasonably determines that the marketing plan does not comply with this Agreement, federal or state housing law, or other applicable laws or policies. Thereafter, the Developer shall have thirty (30) days to resubmit the marketing plan with such changes.
- (b) If Developer fails to have a marketing plan, fails in material respect to comply with its marketing plan, fails to make changes to its plan required by the County, or requests that the County assume responsibility for tenant selection, then the County shall have the right, but not the duty, to perform Tenant selection services for Developer, either directly or through an Administrator. If the County elects to perform this function, then: (i) it shall select prospective Tenants according to its then current policies, which shall include a process for selecting Tenants from an eligibility list maintained by the County or on its behalf, and which shall also provide a reasonable opportunity for Developer to object to prospective Tenants for reasons not inconsistent with the requirements of this Agreement or with federal, state, or local fair housing laws; and (ii) the County (or its Administrator, as the case may be) shall meet and confer in good faith with Developer upon Developer's request to discuss and consider any feedback Developer may have regarding Tenant selection.

**Section 4.8. Income Certification.**

- (a) The County will obtain, complete, and maintain, immediately prior to initial occupancy, income certifications for each applicant or Tenant for any of the Rental Units. The County may establish a fee for this service not to exceed its reasonable costs in performing each income certification.
- (b) Annually after initial occupancy of a Rental Unit by a Tenant, Developer shall recertify the Tenant's income. Developer shall make a good faith effort to verify that the income statement provided by an applicant or Tenant is accurate by

taking two or more of the following steps as a part of the verification process: (i) obtain a minimum of the three (3) most current pay stubs for all adults in the Tenant's household age eighteen (18) or older; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain the three (3) most current savings and checking account bank statements; (v) obtain an income verification form from the applicant's current employer; (vi) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vii) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of income certifications, including supporting documentation, shall be made available to the County upon request.

- (c) If requested by Developer, the County may perform income recertifications on Developer's behalf; provided, however, that the County may charge Developer a fee for this service.

**Section 4.9. Annual Report to the County.** Developer shall provide any information reasonably requested by the County in connection with the Rental Units. In addition, Developer shall provide the County, no later than the sixtieth (60th) day after the close of each calendar year following the Effective Date of this Agreement, an occupancy report including: (i) the verified income of each Tenant; (ii) the current Rents charged each such Tenant, including for utilities; and (iii) the date tenancy commenced for each Rental Unit.

**Section 4.10. Records.** Developer shall maintain complete, accurate and current records pertaining to the Rental Units, and shall permit any duly authorized representative of the County to inspect records, including but not limited to records pertaining to income and household size of Tenants and Rent charged Tenants, upon reasonable prior notice during normal business hours. All Tenant lists, applications, and waiting lists relating to such Rental Units shall at all times be kept separate and identifiable from any other business of Developer and shall be maintained as required by the County, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the County. The Developer shall retain copies of all records subject to this section for a minimum of five (5) years. The County shall notify Developer of any records it deems insufficient. Developer shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Developer shall begin to correct the deficiency within fifteen (15) days and correct the deficiency within such longer time period as the County determines is reasonably required.

**Section 4.11. On-Site Inspection.** The County shall have the right, but not the duty, to perform on-site inspections of the Development, including the Rental Units, as is reasonably required to ensure compliance with this Agreement, but in any case at least

once per year. Developer agrees to cooperate in such inspection(s). If County desires to inspect the interior of any Rental Units to ensure compliance with this Agreement, then the County shall give Developer sufficient notice to allow Developer to give seventy-two (72) hours' notice to Tenants.

**Section 4.12. Taxes and Assessments.** To ensure the long-term affordability of the Rental Units, Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Rental Units; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. If Developer exercises its right to contest any tax, assessment, or charge against it, Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges, and interest.

**Section 4.13. Property Maintenance.** Developer shall at all times maintain the Rental Units and any other part of the Development or the Property owned by Developer or within its control in good repair and working order, reasonable wear and tear excepted, and in a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals, and replacements to keep the same in a good, clean, safe, and sanitary condition.

**Section 4.14. Management.** Developer is responsible for all management functions with respect to the Rental Units, including without limitation, and unless otherwise specified herein, the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, routine and extraordinary repairs, replacement of capital items, and security. The County shall have no responsibility over management of the Units. The Rental Units shall at all times be managed directly by Developer or by a management agent with demonstrated knowledge and experience in operating housing development projects with income restricted units. The County shall have the right, but not the duty, to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices of the Rental Units to determine if the Rental Units are being operated and managed in accordance with the requirements and standards of this Agreement. Developer shall cooperate with the County in such reviews.

## **Article 5. Miscellaneous Provisions**

**Section 5.1. Recordation.** The Parties shall cause this Agreement, and all amendments and supplements to it, to be recorded in the official records of the County of Mono.

**Section 5.2. Covenants Run with the Land.** The Parties hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land and shall bind all successors in title to the Property for the term hereof. Each grant deed for all or any portion of the Property shall state expressly that the grant is made subject to the terms and conditions set forth in this Agreement, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement. Every contract, deed, or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement.

**Section 5.3. Integration.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and prior communications, verbal or written, between them shall be of no effect.

**Section 5.4. Indemnification.**

- (a) To the fullest extent permitted by law, Developer shall indemnify, defend at its own expense, and hold the County and its elected and appointed officials, officers, employees, agents, independent contractors, successors, and assigns (collectively, the "County indemnitees") harmless against any and all claims, suits, actions, losses, and liabilities of every kind, nature, and description, including reasonable attorneys' fees and costs (collectively, "claims"), which arise out of or relate to this Agreement, including but not limited to claims arising out of or relating to the construction, marketing, and operation of the Development, except to the extent any such claim or claims arise from the grossly negligent or willful misconduct of the County or the County indemnitees.
- (b) Developer's indemnification and defense obligations under this section shall run with the land. With respect to any claims arising during the Developer's ownership of all or any relevant part of the Property, Developer's indemnification and defense obligations under this section shall also remain personal to Developer and shall be joint and several with the indemnification and defense obligations of the then current owner of all or any relevant part of the Property, even if Developer relinquishes its entire interest in the Property and the Development.
- (c) Notwithstanding the provisions of subsection (a) of this section, and without otherwise limiting Developer's obligations for indemnification and defense hereunder, the County shall indemnify, defend at its own expense, and hold Developer harmless against any and all claims, suits, actions, losses, and liabilities of every kind, nature, and description, including reasonable attorneys'

fees and costs, which arise out of or relate to Developer's implementation of priority preference policies in accordance with Section 1.2(p)(ii) and 4.7(a).

(d) The provisions of this Section shall survive the termination of this Agreement.

**Section 5.5. Interpretation.** This Agreement shall not be construed against the drafter. There are no third-party intended beneficiaries of this Agreement. This Agreement is not intended to confer, and shall not be interpreted to confer, on the County any duty for the benefit of the Developer or any other person to monitor compliance herewith. Any monitoring activities conducted by the County or on its behalf are intended for the County's sole benefit.

**Section 5.6. Amendments; Assignment; No Waiver.** This Agreement may be amended only by a written instrument executed by both Parties or their successors in title, and duly recorded in the official records of the County of Mono. This Agreement may not be assigned by Developer (including through the sale of all or any part of the Property) without the County's express written permission, which it shall not unreasonably withhold or delay. No waiver of the requirements of this Agreement shall occur unless expressly waived by the County in writing. No waiver will be implied from any delay or failure by the County to take action on any Default or to pursue any remedy permitted under this Agreement or applicable law. Any extension of time granted by the County to Developer to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Developer shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

**Section 5.7. Notice.** Any notice required by this Agreement shall be delivered by personal service, deposit in the U.S. Mail first-class postage prepaid, or by overnight delivery by a reputable courier service. If consented to in advance in writing or subsequently acknowledged in writing, notice may also be delivered by facsimile or electronic mail. Notice shall be directed as follows or as each Party may otherwise designate by notice:

To the County: County of Mono  
74 N. School Street  
P.O. Box 696  
Bridgeport, CA 93517  
Attn: County Administrative Officer  
  
Facsimile: (760) 932-5411  
  
Email: rlawton@mono.ca.gov

To Developer: [Insert]



Notice by personal service shall be deemed given upon receipt. Notice by U.S. Mail shall be deemed given three (3) days after deposit in the mails. Notice by overnight delivery shall be deemed given one (1) business day after deposit with the courier service. Notice by electronic mail or facsimile shall be deemed given only upon acknowledgement of receipt.

**Section 5.8. Governing Law and Venue.** Without regard to conflicts of law principles, this Agreement shall be governed by the laws of the State of California. Venue shall be proper in the County of Mono, notwithstanding Code of Civil Procedure Section 394 or any other statute.

**Section 5.9. Severability.** Should any provision of this Agreement prove to be invalid or illegal, the court is authorized and instructed to modify the same to effectuate the original intent of the parties to the extent possible. It is agreed and understood that the paramount purpose for which the Parties have entered this Agreement is to protect the long-term affordability of the BMR Units.

**Section 5.10. Signatures; Counterparts.** Each person executing this Agreement represents that he or she is authorized to do so on behalf of his or her respective Party. This Agreement may be executed in counterparts, each of which is deemed to be an original.

***[Signatures on Following Page]***

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY:

DEVELOPER:

By: \_\_\_\_\_  
Robert Lawton,  
County Administrative Officer

By: \_\_\_\_\_  
Victor Martinez

Approved as to Form:

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

***[Signatures Must Be Notarized Unless Approving Only as to Form]***

**Exhibit A**  
**Legal Description**

**Exhibit B**  
**Affordable Sales Price Determination Methodology**

For each Sale Unit in the Development, the Affordable Sales Price shall be determined by converting the Affordable Cost applicable to the Sale Unit as follows:

1. Estimate the amount available per month for first mortgage principal and interest payment by subtracting from the Affordable Cost allowances for costs included in the definition of Monthly Housing Cost other than principal and interest.
2. Using the amount available for principal and interest, calculate the maximum principal amount of a first mortgage loan (assumed to cover ninety percent (90%) of the Affordable Sales Price), assuming the interest rate for a 30-year fixed-rate mortgage that would be reasonable for the County's housing program client base (typically first-time homebuyers). For purposes of this step of the calculation, "interest rate" includes private mortgage insurance and other borrowing costs.
3. Set the amount of the Affordable Sales Price by dividing the first mortgage loan amount by ninety percent (90%).

**Exhibit C**  
**Form of Release**  
**[Form Intentionally Blank]**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Mono County Counsel  
1290 Tavern Road  
P.O. Box 2415  
Mammoth Lakes, CA 93546

**(No recording fee pursuant to Gov.  
Code, §§ 6103, 27383 & 27388.1)**

Space Above This Line for Recorder's Use Only

A.P.N.(s): \_\_\_\_\_

**[PARTIAL] RELEASE OF:  
"AFFORDABLE HOUSING REGULATORY AGREEMENT  
WITH OPTION TO PURCHASE AND  
RELEASE OF PRIOR REGULATORY AGREEMENT"**

On [date] the County of Mono, a political subdivision of the State of California (the "County") and Victor Martinez, an individual ("Developer") entered into that certain Affordable Housing Regulatory Agreement with Option to Purchase and Release of Prior Regulatory Agreement (the "Agreement"), which was recorded on [date] in the Official Records of Mono County as Document No. \_\_\_\_\_, against that certain property described therein.

Section 2.6 of the Agreement provided for the release, or partial release, of the Agreement as set forth therein. Developer has satisfied those contingencies with respect to the property described in **Attachment 1** hereto (the "Property"). [*NOTE: Attach as **Attachment 1** a legal description only of the specific property being released from the Agreement, which may include a Sale Unit being sold to an Initial Purchaser subject to a Resale Restriction.*]

NOW, THEREFORE, the County does hereby release the Property from the Agreement and does hereby reconvey its interest therein to the Developer free and clear from the restrictions of the Agreement.

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

Name: \_\_\_\_\_

Its: County Administrative Officer

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

SS.

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature) (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

SS.

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature) (Seal)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 6, 2022

**Departments: Finance, CAO, County Counsel**

**TIME REQUIRED** 15 minutes

**PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher, Finance Director

**SUBJECT** Memorandum of Understanding with Correctional Deputy Sheriffs' Association

### AGENDA DESCRIPTION:

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

Proposed resolution adopting and approving a Memorandum of Understanding between the County and the Correctional Deputy Sheriffs' Association (CDSA), starting with the first full pay period following MOU ratification and continuing until December 31, 2025.

### RECOMMENDED ACTION:

Adopt proposed resolution R22-\_\_\_\_, Adopting and Approving a Memorandum of Understanding between the County and the CDSA.

### FISCAL IMPACT:

On a calendar year basis, approximately \$299,000 in 2023, \$326,000 in 2024, and \$310,000 in 2025. Total impact is approximately \$935,000, or 17% increase in total compensation. These amounts were not included in the Sheriff's adopted jail budget.

**CONTACT NAME:** Janet Dutcher

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>
<a href="#">Memorandum of Understanding 2023 - 2025</a>
<a href="#">CDSA Matrix 2023 - 2025</a>



**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/1/2022 5:35 PM	County Counsel	Yes
12/1/2022 4:22 PM	Finance	Yes
12/2/2022 12:34 PM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

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*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM, MPA*  
Director of Finance

*Gerald Frank*  
Assistant Finance Director  
Treasurer-Tax Collector

To: Board of Supervisors

From: Labor Bargaining Team for the County

Date: December 6, 2022

Re: Ratification of new MOU status with Correctional Deputy Sheriff Association (CDSA)

In September 2022, the County began negotiations with representatives of the CDSA in advance of the December 31, 2022, MOU expiration. Key activities include:

- The County's team is represented by Oliver Yee, Robert Lawton, and Janet Dutcher.
- The CDSA team is represented by Vance Piggot (outside labor attorney for union), Matthew Guntert, and Emily Malm.
- The group met a total of five times.

The last meeting was November 14, 2022, and a tentative agreement was reached. The key components of this agreement are discussed below. The labor union has since ratified the terms of this tentative agreement. This item is to request Board approval for adopting and approving the new Memorandum of Understanding between the County and the CDSA.

A key objective for management was to restructure compensation to alleviate persistent recruitment and retention problems experienced by this group. When we started negotiations, staffing of budgeted positions was nearly 78% of capacity and 36 employees left the department since 2011.

Described below are the most relevant terms of the agreement:

- Three-year term through December 31, 2025. The tentative agreement anticipates these terms starting early, which is the first full pay period following MOU ratification.
- Revised matrix effective immediately after ratification. This revised matrix sets Correctional Sheriff Deputy Officer (CSDO) I at the former step D (now noted as step A) and establishes a range consisting of two steps. Former steps A, B, and C are eliminated. All other positional ranges are 5% more than the last step of the lower positional ranges. For example, CSDO II step A is 5% more than CSDO I step E.
- One-time non-pensionable payments of \$1,500 per member on January 1, 2024, and January 1, 2025. Existing ARPA or LATC funding is available to fund this benefit.
- Added the education add-on pay incentives listed below, not to exceed 15% in total. This brings this group into parity with the education incentives available to Patrol Deputies.
  - 5% for holding the POST Intermediate Dispatch Certificate

- 5% for holding the POST Advanced Dispatch Certificate
- 3% member cost sharing of the County’s share of the employer pension cost for all CalPERS classic members so that the total employee contribution is 12%.
- Add 5-to-10-year vesting of sick leave accumulated hours upon separation, up to a maximum of 960 hours.

While the County has worked hard to minimize and even eliminate long-term liabilities such as accumulation of sick leave balances, the effect of cashing out sick leave for this group is to lower future pension obligations. In other words, sick leave cash out provisions are a trade-off to lowering the pension liability. This is because public safety groups in Mono County automatically are eligible to contribute up to 960 hours as pension service credit upon retirement. The fiscal effect of contributing 960 hours in exchange for service credit is to increase retirement allowances by about 1.4% for the remainder of the member’s life.

Below is a comparison between the cost of contributing 960 hours for service credit and cashing out 960 hours at separation for someone whose payrate is \$35.89. The comparison shows the payout to be nearly equal to a benefit the CDSA members already possess, depending on length of retirement years (mortality).

Convert 960 hours of sick leave to service credit	\$32,250
Cash out 960 hours of sick leave at separation	\$34,454

The incremental increase in compensation for this group is summarized below. The education incentive was estimated based on those currently possessing college degrees and current years of service. The actual cost of the incentive likely will be less in the early years of the new MOU.

<b>INCREMENTAL COST CHANGE</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>TOTAL</b>
Base Salary	\$ 196,762	\$ 195,981	\$ 183,123	\$ 575,866
One-time non-pensionable	-	27,000	27,000	54,000
Longevity	663	663	663	1,989
Holiday	13,773	13,718	12,819	40,310
Bilingual	1,614	1,660	1,563	4,837
Education	49,534	50,286	50,744	150,564
Pension	30,569	30,611	28,862	90,042
Medicare	2,853	2,842	2,656	8,351
401a Contribution	3,181	3,104	2,836	9,121
	<b>\$ 298,949</b>	<b>\$ 325,865</b>	<b>\$ 310,266</b>	<b>\$ 935,080</b>
Per Employee	\$ 16,608	\$ 18,104	\$ 17,237	\$ 51,949
% INCREASE	16.89%	17.76%	16.36%	17.00%



R22-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS ADOPTING AND APPROVING  
A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY AND THE CORRECTIONAL DEPUTY SHERIFFS'  
ASSOCIATION**

**WHEREAS**, the Mono County Board of Supervisors has the authority under section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of county employees; and

**WHEREAS**, the County is required by the Meyers-Milias-Brown Act (sections 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

**WHEREAS**, County representatives and the Mono County Correctional Deputy Sheriffs' Association (the "Association") met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

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

**SECTION ONE:** The proposed Memorandum of Understanding between the County of Mono and the Association, a copy of which is attached hereto as Exhibit A – effective for the period starting with the first full pay period following MOU ratification through December 31, 2025 – is hereby ratified, adopted and approved.

**SECTION TWO:** The terms and conditions of employment set forth in the MOU are hereby prescribed for the employees whose classifications are included in the Association's bargaining unit.

**PASSED, APPROVED and ADOPTED** this 6<sup>th</sup> day of December, 2022, by the following vote, to wit:

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:**

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Bob Gardner, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COUNTY OF MONO**  
**AND**  
**MONO COUNTY CORRECTIONAL DEPUTY SHERIFFS' ASSOCIATION**

**January 1, 2023 through December 31, 2025**

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## ARTICLE 1. DEFINITIONS AND PURPOSES

### A. Purpose

It is the purpose of this Memorandum of Understanding (“MOU”) to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between management and the employees covered by this MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise from the provisions of this MOU, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

### B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles hereof.

1. “Association” means the Mono County Correctional Deputy Sheriffs’ Association.
2. “Base rate of pay” means the employee’s current step hourly rate of pay as identified in Appendix “A”.
3. “Compensatory time off” or “CTO” is typically time off in lieu of overtime pay. Unless otherwise provided, one and one-half (1 ½) hours of CTO is earned for each hour of overtime worked. CTO may be earned in other circumstances as described in this MOU.
4. “County” means the County of Mono.
5. “Employee” means a full-time employee covered by this MOU. Retired annuitants and part-time employees are not Employees.
6. “MOU” means this Memorandum of Understanding between the Association and the County.
7. “Regular rate of pay” means the base hourly rate of pay plus any additional amounts required by the Fair Labor Standards Act (FLSA) to be included in the regular rate, for which the employee qualifies under this MOU.
8. “Retiree” means a former County employee whom CalPERS considers to be a County retiree/annuitant but who is not a post-retirement health beneficiary as described below.
9. “Post-retirement health beneficiary” means a Retiree who, for purposes of Article 15 of this MOU:

- was hired prior to January 1, 1986, was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least five (5) years continuous service with the County immediately preceding their date of retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or
- was hired after December 31, 1985 and before July 1, 1987, was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least ten (10) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or
- was hired after June 30, 1987 and before January 1, 1995, was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least fifteen (15) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or,
- was hired after December 31, 1995, and before May 1, 2001, was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least twenty (20) years continuous service with the County immediately preceding their retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan.

## ARTICLE 2. TERM

This MOU shall be in effect from the date of ratification through 12:00 midnight on December 31, 2025.

## ARTICLE 3. RECOGNITION

The County recognizes the Association as the exclusive representative for full-time Employees in the bargaining unit comprised of Correctional Deputy I, Correctional Deputy II, Correctional Sergeant I and Correctional Sergeant II.

## ARTICLE 4. NON-DISCRIMINATION AND ASSOCIATION RIGHTS

The County recognizes all legal rights of all Employees including the right to join and participate in the activities of the Association and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code, the Meyers-Milias-Brown Act ("MMBA"). The County shall not intimidate, restrain, coerce or discriminate against any Employee because of the exercise of any such rights.

There shall be no unlawful discrimination based on an Employee's race, religious creed, color, national origin, ancestry, sex, age, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran's status and/or any other category protected by federal and/or state law. In addition, the County shall not retaliate because of the employee's participation in an employment investigation, proceeding, hearing or legitimate employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the County and the County will investigate those complaints.

**ARTICLE 5. SALARY SCHEDULE**

- A. The salary schedule shall consist of five (5) steps, each step shall be equivalent to five percent (5%) above the prior step. Advancement of steps shall be automatic upon the Employee's anniversary date and a satisfactory annual evaluation. No time worked while step increases were frozen, either pursuant to a previously-adopted MOU and/or imposed Terms and Conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU.
- B. Employees are required to utilize direct deposit of their payroll checks.
- C. Employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set.

**ARTICLE 6. SALARY**

Effective the first full pay period following ratification of the MOU, the salary matrix attached as Appendix A will become effective. All current employees in the Correctional Deputy I classification as of the date of MOU ratification shall be at Step D of the salary matrix.

One-time NonPERSable and Essential Worker Pay – In the full pay period including January 1, 2024, each current employee shall receive a one-time non-PERSable and essential worker pay of \$1,500.00 (One Thousand and Five Hundred Dollars). In the full pay period including January 1, 2025, each current employee shall receive a one-time non-PERSable and essential worker pay of \$1,500.00 (One Thousand and Five Hundred Dollars). Employees may receive this pay either via payroll or as a contribution to the employee's section 401(a) Plan account.

**ARTICLE 7. HOLIDAY PAY**

In lieu of receiving holidays off, Employees shall receive holiday incentive pay in the amount of seven percent (7%) of their base rate of pay.

**ARTICLE 8. LONGEVITY PAY**

- A. Employees who were already receiving longevity pay as of October 1, 2012, will continue to receive longevity pay but the percentage amount of such pay shall be frozen and shall not increase.
- B. Employees who were not already receiving longevity pay as of October 1, 2012, shall not be eligible to earn or receive longevity pay at any future date.

ARTICLE 9. PERS BENEFITS

A. Retirement Formula

Tier 1: Employees hired prior to December 27, 2012, who are Classic Members as defined by CalPERS, shall receive 3% at 50 safety retirement benefits, highest twelve (1) month average final compensation period. These Members shall pay nine percent (9%) of the CalPERS Employee's contribution on a pre-tax basis.

Tier 2: Employees hired on or after December 27, 2012, who are Classic Members as defined by CalPERS, shall receive 3% at 55 safety retirement benefits, highest thirty-six (36) month average final compensation period. These Members shall pay nine percent (9%) of the CalPERS Employee's contribution on a pre-tax basis.

Tier 3: Employees hired on or after January 1, 2013, who are New Safety Members, as defined by CalPERS, shall receive 2.7% at 57 safety retirement benefits, highest thirty-six (36) month average final compensation period. These Members shall pay half of the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

Effective the first full pay period following ratification of the MOU, classic members' employee contribution shall be 12% through section 20516(f) cost sharing; and new members' employee contribution shall be 50% of normal cost or 12% through section 20516(f) cost sharing, whichever is more.

B. Survivor Benefit

The County shall continue to provide Employees with the PERS "Level IV" Survivor Benefit. Any expense to an Employee as a result of this benefit shall be paid by the County to PERS in the Employee's name.

C. Military Service Credit

The County amended its contracts with PERS to provide the option under Section 21024 (military service credit as public service) at no cost to the County.

ARTICLE 10. HEALTH INSURANCE AND DISABILITY BENEFITS

A. Health Insurance

Each Employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 11 and 12.

“Health care benefits” means the medical, dental, and eye-care benefits provided to Employees and their dependents by the County pursuant to this Agreement.

The County contracts with CalPERS medical insurance for all employees. The County shall continue to pay only the statutory amount prescribed by Government Code section 22892 per Employee per month for medical insurance, which amount shall not increase.

**B. Disability Insurance**

The County shall enroll Employees in the State Disability Insurance (SDI) program at County expense. When an Employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the County shall continue paying:

1. Monthly contributions into the Cafeteria Plan based on the Employee’s applicable tier (See Article 13); and
2. The medical portion of Social Security.

**ARTICLE 11. DENTAL CARE PLAN**

The County shall provide all Employees and their dependents with the County dental plan. The current County dental care plan shall be the minimum base coverage.

**ARTICLE 12. VISION CARE PLAN**

The County shall provide all Employees and their dependents a vision care plan. The current Vision Care Plan C shall be the minimum base coverage.

**ARTICLE 13. CAFETERIA PLAN**

For Employees enrolled in PORAC medical insurance, the County will contribute into the cafeteria plan an amount equal to ninety-five percent (95%) of the PORAC premium for the coverage tier in which the Employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to PERS.

For Employees enrolled in CalPERS medical coverage other than PORAC, the County will contribute into the cafeteria plan an amount equal to eighty percent (80%) of the PERS Platinum premium for the coverage tier in which the Employee is enrolled, minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS.

**ARTICLE 14. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY**

**A. Greater Responsibility**

If an Employee assumes the duties of a position entailing greater responsibility than his or her regularly assigned position, that Employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the "A" step out of the higher classification, whichever is higher, during the time the Employee carries out the other duties.

B. Provisions

The provisions of this Article are operative only when all of the following conditions occur:

1. Written direction has been given to the Employee to assume the other duty by the Employee's department head or by a person so authorized by the department head.
2. The assumption of duties entailing greater responsibility must be taken for a period of one (1) work week (or 40 hours) in order for the provisions of this Article to apply. The initial work week shall not be included in the increased pay calculations.
3. The position assumed has a job description in the most recent job classification and salary survey adopted by the Board of Supervisors.

ARTICLE 15. HEALTH BENEFITS FOR RETIREES AND POST-RETIREMENT HEALTH BENEFICIARIES

A. Post-Retirement Health Beneficiaries

1. Post-retirement health beneficiaries and one dependent who are not yet eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the amount paid into the cafeteria plan for active employees for employee + 1 under Article 13. In other words, the amount of the credit allowance will vary as the County's contribution to the cafeteria plan for its active employees varies, and subject to the same limitations or qualifications (e.g., coverage tier). This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
2. Post-retirement health beneficiaries and one dependent who are eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the monthly amount of the PERS Choice Medicare Supplement premium or the monthly premium amount of the plan in which the post-retirement health beneficiary is enrolled, whichever is less, based on the residency and coverage single or employee + 1 tier in which the post-retirement health beneficiary is enrolled. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.

3. In the event a post-retirement health beneficiary and his or her dependent are not both Medicare-qualified, then the qualified individual shall enroll in Medicare and the flexible credit allowance paid into the cafeteria plan on their behalf shall not exceed the amount described in A.1.
4. Post-retirement health beneficiaries and one dependent (as defined in the dental and eye-care insurance policies) shall be provided the same dental and eye-care benefits provided to Employees in Article 10.
5. Any health benefits after retirement under this paragraph A will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change.

B. Retirees

Retirees hired on or after May 1, 2001, who enroll in CalPERS medical insurance shall receive the statutory amount prescribed by Government Code section 22892 per month paid directly by the County to PERS.

ARTICLE 16. WORKSITE INSPECTION

A. Safe Worksites

The County shall provide reasonable safety programs and annual on-site safety inspections in order to assure safe worksites for Employees. Department heads shall schedule the safety programs and annual onsite worksite inspections. Written complaints shall be filed with the Sheriff and copies shall be transmitted by Employees who file them to the President of the Association. Should a complaint be unresolved by the Sheriff, an appeal of the matter shall be heard by the Worksite Safety Advisory Committee, which shall make its recommendation to the Board of Supervisors for a final decision.

B. Safety Advisory Committee

The Worksite Safety Advisory Committee shall be established as the need arises, and will consist of the County's designated risk manager, one member designated by the Association, and one member appointed by the other two members.

ARTICLE 17. COURT APPEARANCE

Off-duty court time for the purpose of testifying to facts that occurred in the course and scope of the Employee's employment will be paid at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay with a minimum of four (4) hours. Any off-duty time required to appear in court in excess of the four (4) hours in one (1) day shall be compensated at one and one-half (1-1/2) times the Employee's regular rate of pay. This applies to hours that are non-contiguous to the Employee's regular duty hours.

If an Employee receives notice not to appear for a scheduled court appearance after the end of the Employee's last previous work shift and before leaving to attend court, then the Employee will receive one hundred dollars (\$100.00) for the court cancellation.

ARTICLE 18. CALL-IN

- A. An employee who is called in to work outside of his or her normal work shift shall be paid at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay with a minimum of four (4) hours. Any time required in excess of the four (4) hours shall be compensated at one and one-half (1-1/2) times the Employee's regular rate of pay. The provisions of this Article do not apply to extended shifts.
- B. If the call-in occurs during a night or utility shift, the Employee shall receive the applicable shift differential pay.

ARTICLE 19: SHIFT DIFFERENTIAL PAY

A. Night Shift 1830 to 0630 hours

Each Employee shall receive a pay differential of six percent (6%) of base pay in addition to his or her base hourly pay for working night shift. Any Employee who works overtime in continuation of the night shift shall continue to receive the shift differential each hour of overtime worked.

B. Utility Shift

Utility shift is defined as any combination of day and night shifts scheduled in advance for a month. Utility shifts will be designated in advance by the Sheriff or his or her designee at his or her direction. Each Employee shall receive a pay differential of four percent (4%) of base pay when working a utility shift. Any Employee who works overtime in continuation of a utility shift shall continue to receive the shift differential each hour of overtime worked. If an Employee working a utility shift is moved to a night shift for a period covering two complete biweekly pay cycles, then that Employee will be redefined as working night shift and shall receive the night shift differential for those pay cycles.

ARTICLE 20. CALCULATION OF OVERTIME

A. Calculation of Overtime

It is understood that all hours worked over 80 hours in the work period will be considered and paid as overtime. Overtime shall be paid at one and one-half (1 ½) times the Employee's regular rate of pay or credited at one and one-half (1 ½) hours of compensatory time off (CTO) per excess hour. Work Time is defined as all time physically on the job (including travel time for training) as well as: sick time-off using earned sick time and/or pre-approved time-off taken as vacation and/or CTO.

B. Accumulation of Compensatory Time



Employees may accumulate up to two hundred (200) hours of CTO as of December 31<sup>st</sup> of each year, at which point they will be paid off for any hours in excess of 200 (i.e., Employees may accumulate more than 200 hours during the year).

### C. Travel Time

Generally, travel time to and from work does not constitute hours worked. This is true whether the Employee works at a fixed or at different job sites. However, time spent in travel during the workday must be counted as hours worked when it is related to the Employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to the County's instructions. The rate of pay for such additional travel time shall be five dollars (\$5.00) per hour. It is the intent of this paragraph that this rate of pay apply only to travel time for travel related to seminars and/or education.

- (1) One-Day Travel Out of Town: All travel time of an Employee sent out of town by the County on a special one-day assignment shall be counted as hours worked, except any time spent traveling by the Employee between his or her home and the terminal or a common carrier when such carrier is used to transport the Employee. Also excluded from hours worked shall be the Employee's usual meal time.
- (2) Overnight Travel Out of Town: If an Employee's duties require him or her to travel out of town overnight, travel time during his or her normal working hours (on both normal working days and days that are normal days off) is counted as hours worked, except that the Employee's usual meal time is not counted as hours worked.
- (3) Use of Private Automobile on Travel Out of Town: If an Employee is offered public transportation, but requests permission to drive his or her own care instead, the County may count as hours worked either the time spent driving the car or the time it would have had to count as hours worked during working hours if the employee had used public transportation.
- (4) Work Performed While Traveling: If an Employee performs required work while traveling, the time involved must be counted as hours worked, except during the Employee's usual meal periods.

## ARTICLE 21. UNIFORMS AND CLOTHING

### A. Uniforms for New Employees

Upon hire, each new Employee will be reimbursed up to five hundred dollars (\$500.00) for the purchase of uniforms and equipment upon presentation of receipts. Alternatively, each new Employee may request, and the County shall provide, a store credit of five hundred dollars (\$500.00) or the balance thereof for the purchase of uniforms and equipment from a vendor(s) selected by the County. Should a new Employee not complete twelve (12) months of service as a public

safety officer, the County may recover \$40.00 per month from that Employee for each month of service not completed up to the 12<sup>th</sup> month, which shall be deducted from the Employee's final paycheck.

**B. Uniform Maintenance Allowance**

Commencing on the July 1 that is at least six (6) months following the Employee's date of hire, Employees will be reimbursed up to six hundred dollars (\$600.00) per fiscal year, for the purchase and/or maintenance of uniforms and equipment upon presentation of receipts. Alternatively, commencing that same date, each Employee may request, and the County shall provide, an annual store credit of six hundred dollars (\$600.00) or the balance thereof for the purchase and maintenance of uniforms and equipment from a vendor(s) selected by the County. Employees shall be responsible for the replacement and maintenance of their uniforms. Any uniform damaged within the course and scope of employment shall be replaced or repaired at no cost to the Employee. The determination whether a uniform should be repaired or replaced shall be made by the Sheriff or Undersheriff.

**C. Property of County**

All insignia and equipment issued to Employees shall be returned to the Mono County Sheriff's Department in good condition, ordinary wear and tear excepted, prior to receipt of the Employee's final paycheck. Any change or addition to the existing uniform which is ordered by the Sheriff's Department shall be at the County's expense.

**ARTICLE 22. EQUIPMENT**

The County shall provide Employees with the following equipment, and thereafter replace or repair such equipment when deemed necessary by the Sheriff's Office:

Cold Weather Jacket

Handcuffs and Handcuffs Case

Flashlight and Holder, Batteries, and Bulb

Ammunition & Gun Cleaning Supplies

Protective Ear & Eye Wear for Range

Pepper Spray and Holder (after training)

Sam Browne Duty Belt

Duty Weapon, Holster, and Magazines (after training)

ASP Baton & Holder (after training)

Taser & Holster (after training)

Ballistic Vest (up to 4 will be purchased per year, to be assigned at the discretion of the Sheriff to four Employees who have successfully completed probation)

Snowsuit for Snowmobile duty (up to 4 will be purchased per year, to be assigned at the discretion of the Sheriff to four employees who have successfully completed probation)

Boots (every three years up to \$350 shall be reimbursed upon presentation of receipts)

ARTICLE 23. VACATION LEAVE

A. Vacation Accrual

Employees shall accrue vacation leave as follows:

Initial Employment	80 vacation hours per year
After 3 years of service	120 vacation hours per year
After 10 years of service	136 vacation hours per year
After 15 years of service	152 vacation hours per year
After 20 years of service	160 vacation hours per year

B. Maximum Accrual

The maximum number of vacation hours that may be accumulated by any Employee as of December 31<sup>st</sup> of any year is 300 hours (“Accrual Cap”). If an Employee’s vacation hours exceed the Accrual Cap on December 31s of any year, then the vacation accrual will cease until his or her vacation hours are at or below the Accrual Cap.

C. Compensation

Any Employee who has accumulated 80 vacation hours may, upon written request, be compensated at the Employee’s base pay rate for up to 40 hours of accrued vacation hours per calendar year, instead of taking that vacation time off. Notwithstanding the foregoing, if an Employee has made every reasonable effort to use his or her vacation time throughout the year so as to avoid reaching the Accrual Cap but is not able to do so due to unexpected personnel needs or safety-related requirements of the Department, then the Employee may request to be compensated by the County for that additional number of hours needed to bring his or her vacation accrual back down to the Accrual

Cap as of December 31<sup>st</sup>. Such request shall be approved or disapproved in the sole discretion of the Sheriff based on the criteria set forth in this Article.

#### ARTICLE 24. SICK LEAVE

- A. Employees shall accrue 8 hours of sick leave per month of full-time service. Upon retirement, employees may convert unused sick time to service credit with CalPERS. Sick leave shall have no cash value.
- B. Employees may elect to use accrued leaves after sick leave or workers' compensation is exhausted.
- C. Compensation for Accrued Sick Leave

Employees may be compensated for a maximum of 960 hours upon separation from Mono County as follows:

- 1. If the Employees has worked for the County for less than five (5) years, no compensation shall be paid for accrued sick leave.
- 2. If the Employee has worked for the County more than five (5) years, but less than ten (10) years, then the Employee shall be paid seventy-five percent (75%) of the dollar value of the accrued sick leave.
- 3. If the Employee has worked for the County more than ten (10) years, then the Employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
- 4. If the Employee is terminated by reason of layoff, then the Employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
- 5. The dollar value of the Employee's accrued sick leave shall be based upon the Employee's Base Rate of Pay on the date of separation.

#### ARTICLE 25. EDUCATIONAL INCENTIVE AND CERTIFICATE PAY

- A. Employees shall receive two and one-half percent (2.5%) of their base rate of pay for possession of an Associate's degree.
- B. Employees shall receive five percent (5%) of their base rate of pay for possession of a Bachelor's degree.
- C. Educational incentive pay shall not be additive nor compounded. In other words, the total amount of Educational pay which an Employee may receive is five percent (5.0%) of their base rate of pay.

- D. In addition to the Education pay listed above, eligible Employees shall receive Certificate Pay, as listed below. The total amount of Certificate Pay which an Employee may receive is ten percent (10%) of their base rate of pay. The total Certificate and Education pay an Employee can receive is fifteen percent (15%).
- E. Employees possessing an Intermediate Dispatch POST Certificate shall receive five percent (5.0%) of their base rate of pay.
- F. Employees possessing an Advanced Dispatch POST Certificate shall receive five percent (5.0%) of their base rate of pay.

#### ARTICLE 26. EDUCATIONAL ASSISTANCE PROGRAM

- A. Employees who enroll in job-related or promotion-oriented courses shall be reimbursed by the County for allowable expenses related to the courses in an amount not to exceed seven hundred dollars (\$700.00) per calendar year. Allowable expenses shall include tuition costs and out-of-pocket expense for required course material and textbooks, and shall be subject to the following:
  - 1. Courses must be taken from an accredited institution.
  - 2. Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the Sheriff.
  - 3. Approval for education assistance program shall be at the written discretion of the Sheriff. Such approval shall be obtained by the Employee prior to enrollment. A copy of the written approval shall be filed with the Auditor's office.
  - 4. Required course material and textbooks may be retained by the Employee upon satisfactory completion of the course.
- B. Reimbursement shall be made to the Employee within fifteen (15) calendar days after presentation to the Auditor's office of appropriate receipts and proof of completion of the course with a minimum grade of "C" or its equivalent.

#### ARTICLE 27. BILINGUAL PAY

Employees who are bilingual in Spanish or other languages useful to their work, as determined by the Sheriff, shall receive five percent (5%) of their base rate of pay.

#### ARTICLE 28. TRAINING OFFICER PAY

The County will continue to provide a five percent (5%) increase to the base rate of pay of an Employee who is acting as a Training Officer, which shall last for the period during which such training actually occurs.

#### ARTICLE 29. 401(a) PLAN

### A. Eligibility

Employees hired on or after May 1, 2001, are not eligible to earn or receive the post-retirement health benefits provided by paragraph A of Article 15, but shall instead be eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan established by the County, as described below. Any active Employee who was hired prior to May 1, 2001, may also elect to receive County contributions into a Section 401(a) Plan under this Article, but only if he or she waives and relinquishes any present or future rights he or she may have to receive the retiree health benefits provided by Section A of Article 15.

### B. County Contribution

The County has established and implemented an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall contribute into the Section 401(a) Plan on behalf of each Employee electing to participate under this Article an amount equal to the amount contributed by that Employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to Employee contributions) but not to exceed three percent (3%) of the Employee's pre-tax salary. Accordingly, if an Employee contributed a total of one to three percent (1-3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the Employer's 457 contribution; if an Employee contributed more than three percent (3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to three percent (3%) (and not more) of the Employee's pre-tax salary, and would not fully match the Employee's 457 contribution. The Employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such Employee shall vest – that is, earn the right to withdraw the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth more fully below.

### C. Schedule

<u>Years in County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0 percent
1 year plus 1 day to 2 years	10 percent
2 years plus 1 day to 3 years	20 percent
3 years plus 1 day to 4 years	40 percent
4 years plus 1 day to 5 years	60 percent
5 years plus 1 day but less than 6 years	80 percent
7 years	100 percent

### D. Legal Requirements

In addition to and notwithstanding the foregoing, Employees' options for withdrawing, "rolling over," and otherwise using account money – and the tax consequences of such

withdrawals and use – shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws.

ARTICLE 30. ASSOCIATION RELEASE TIME

A. Time Off with Pay for Association Matters

The Association President and designated representatives shall have reasonable time off with pay for the purpose of carrying out Association-related matters (not to exceed a total of three (3) persons). The Association representatives shall notify the Sheriff that they will be participating in Association matters.

B. Attend Meetings Without Loss of Pay

The County agrees that covered employees may attend semi-annual Association membership meetings during working hours without loss of pay provided:

1. Attendance is verified by signature roster prepared and certified by the Association Secretary.
2. Attendance during working hours without loss of pay will be limited to two (2) hours per meeting.
3. The Employee's absence from work will not result in the lack of minimum coverage of office functions in the Employee's office as determined by the Employee's department head.

ARTICLE 31. DRIVER'S PHYSICAL EXAMINATION

When a physical examination is required for the acquisition or renewal of a driver's license and is required in the performance of an Employee's duties, the examination shall be provided by a medical doctor designated by the County at the County's expense. The examination shall be performed during the Employee's regular working hours without any deduction in pay.

ARTICLE 32. MEMBERSHIP DUES

A. Association Membership Dues

1. Upon notification to the County that an Employee has elected to participate in the Association, the County will deduct Association dues from the Employee's paycheck as directed by the Association and transmit such dues to the Association monthly.
2. The amount of membership dues shall be set by the Association. In the event of a change in the amount of dues, the Association shall promptly notify the County in writing of the new amount and the County will implement the new dues as soon as reasonably practicable.

3. Under no circumstances is membership in the Association a condition of County employment.

B. Hold Harmless

The Association shall defend, indemnify and hold harmless the from all claims against the County, and all lawsuits in which the County is a party defendant arising out of or as a result of the provisions of this Article, except for claims against the County which arise from the County's intentional, wanton or reckless acts (or malice, fraud or oppression).

C. Financial Report

The Association shall keep an adequate, itemized record of its financial transactions and shall make available annually, to Association Employees within sixty (60) days after the end of the fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operation statement, certified as to accuracy by its President and Treasurer or corresponding principal officer, or by a certified public accountant.

D. Representation of All Employees

The Association shall fairly and equally represent each Employee.

ARTICLE 33. BENEFITS OF OTHER BARGAINING UNITS

In negotiating with the Association for a successor to the MOU, the County shall make available to the Association pertinent non-confidential information and shall consider in good faith such negotiations, the extent of past or future wage, pay and benefit increases provided to employees in other bargaining units. The County shall treat Employees fairly and equitably in comparison to employees represented by other bargaining units including the provisions of Government Code Sections 3247 et seq.

ARTICLE 34. 4850 LEAVE

Each Correctional Deputy and Correctional Sergeant shall be provided with Labor Code Section 4850 benefits pursuant to the terms of that statute.

ARTICLE 35. MISCELLANEOUS

A. Understanding of the Parties

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employees' wages, hours and other terms and conditions of employment not covered by the Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained for prior to the execution of the



Memorandum of Understanding. There shall be no changes to the Personnel Rules which affect negotiable wages, hours, terms or conditions of employment without mutual agreement. This Memorandum of Understanding shall remain in full force and effect until a new Memorandum of Understanding is ratified or the County imposes its last, best and final proposal.

B. Work Schedule

An alternate 12-hour work schedule is adopted for all Correctional Deputies primarily consisting of six 12-hour shifts and one 8-hour shift per fourteen (14) day work period. Supervisory Employees (Jail Sergeant) will adopt an alternate 10-hour schedule consisting of eight 10-hour shifts during the fourteen (14) day work period. The work period is defined as Sunday through the second Saturday following and will be the same fourteen-day work period for all Employees. It is understood that exceptions to this schedule may/will occur to accommodate training and/or emergencies and all efforts will be made to ensure at least eighty (80) total work hours in the work period for all Employees.

The Sheriff, acting in good faith, reserves the right to alter or change the schedule as he or she deems necessary. In the case of public emergency, this change may be made without notice. For all other reasons, other than emergency, at least one (1) month notice will be given.

C. Personnel Rules

The Mono County personnel rules adopted by Resolution R12-67 on September 18, 2012, and as subsequently amended, are not affected or amended by this MOU and remain in full force and effect. In the event of a conflict between those personnel rules and any provision of this MOU, the provision of this MOU shall control. Notwithstanding any other provision of this MOU, the parties agree that the County may, during the term of this MOU, propose revisions to the personnel rules and/or additional personnel rules, provided that County allows an appropriate opportunity for affected Employees and their bargaining units to "meet-and-confer" in compliance with the Meyers-Milias-Brown Act. Association agrees that once the County has duly adopted any such new and/or personnel rules, they shall apply to all Employees covered by this MOU.

D. Amendments

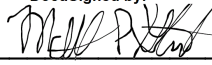
The MOU may be amended only in writing by mutual agreement after good faith negotiations between the parties. Any purported oral amendment shall be void and of no legal force or effect whatsoever.


///

ARTICLE 36. SIGNATURES

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Memorandum of Understanding.

\_\_\_\_\_  
BOB GARDNER, CHAIR  
Mono County Board of Supervisors

DocuSigned by:  
  
\_\_\_\_\_  
MATTHEW GUNTERT, PRESIDENT  
Mono County Correctional Deputy  
Sheriffs' Association

DocuSigned by:  
  
\_\_\_\_\_  
EMILY MALM  
Mono County Correctional Deputy  
Sheriffs' Association

Approved as to Form:

\_\_\_\_\_  
STACEY SIMON  
County Counsel

**MONO COUNTY SALARY SCHEDULE**

**Correctional Deputy Sheriffs' Association (CDSA)**

*Effective January 1, 2023, or first full payroll following ratification of MOU*

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Correctional Deputy I	47				\$55,680.00	\$58,476.00
<i>Annual</i>		Not Applicable			\$2,141.54	\$2,249.08
<i>Bi-weekly</i>						
<i>Hourly</i>	\$26.7692				\$28.1135	
Correctional Deputy II	49	\$61,400.00	\$64,470.00	\$67,694.00	\$71,078.00	\$74,632.00
<i>Annual</i>		\$2,361.54	\$2,479.62	\$2,603.60	\$2,733.78	\$2,870.47
<i>Bi-weekly</i>		\$29.5192	\$30.9952	\$32.5450	\$34.1723	\$35.8809
<i>Hourly</i>						
Correctional Sergeant I	58	\$78,364.00	\$82,282.00	\$86,396.00	\$90,716.00	\$95,252.00
<i>Annual</i>		\$3,013.99	\$3,164.69	\$3,322.92	\$3,489.06	\$3,663.52
<i>Bi-weekly</i>		\$37.6749	\$39.5586	\$41.5365	\$43.6133	\$45.7940
<i>Hourly</i>						
Correctional Sergeant II	59	\$82,282.00	\$86,396.00	\$90,716.00	\$95,252.00	\$100,014.00
<i>Annual</i>		\$3,164.69	\$3,322.92	\$3,489.06	\$3,663.52	\$3,846.70
<i>Bi-weekly</i>		\$39.5586	\$41.5365	\$43.6133	\$45.7940	\$48.0837
<i>Hourly</i>						



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 6, 2022

**Departments: Public Works - Solid Waste**

**TIME REQUIRED** 10 minutes

**SUBJECT** Solid Waste Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Paul Roten, Public Works Director,  
Justin Nalder, Solid Waste  
Superintendent

**AGENDA DESCRIPTION:**

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

Presentation by Justin Nalder, Solid Waste Superintendent providing an update on Solid Waste operations and financing.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Justin Nalder

**PHONE/EMAIL:** 760-932-5453 / jnalder@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Benton Crossing Landfill Closure Common Questions</a>
<a href="#">Website Content</a>

**History**

Time	Who	Approval
12/1/2022 5:37 PM	County Counsel	Yes
11/29/2022 10:38 AM	Finance	Yes

12/2/2022 12:35 PM

County Administrative Office

Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

**Date:** September 6, 2022  
**To:** Honorable Board of Supervisors  
**From:** Justin Nalder, Solid Waste Superintendent / Environmental Manager  
**Subject:** Solid Waste Update

## **Recommended Action:**

1. Receive information from staff and provide any feedback desired.

## **Fiscal Impact:**

None

## **Discussion:**

The Solid Waste Division of Public Works conducts its public service from money maintained in an Enterprise Fund. These services ensure that there are responsible waste disposal options which are accessible to residents of Mono County. A significant transition has occurred since the County landfills were originally established to current day. Originally open pits were made available for residents to dispose of their trash and many residents would regularly burn their waste. A number of regulations and policies established over ensuing years have led us the solid waste operations to which we have become accustomed today. The primary function of these regulations and policies are aimed at protecting the environment. Mono County, due to its rural nature and limited economy of scale, has less financially feasible recycling and diversion opportunities than larger cities may have. Nevertheless, considerable effort is made to meet state mandated goals and standards.

There are currently seven solid waste sites in operation throughout the County. Four of those sites operate as transfer station only, two function as both a transfer station and limited landfill, and one operates as a full Class III Landfill. There are very few waste streams that can not be handled under the current setup. To the extent possible, waste is categorized and separated to maximize diversion and recycling. Aside from reacting to new law, the vision for solid waste within the County has been managed in line with the Countywide Integrated Waste Management Plan (CIWMP). This plan consists of four different elements, the Source Reduction and Recycling Element, the Household Hazardous Waste Element, the Non-Disposal Facility Element, and the Countywide Siting Element. Each element addresses important topics which guide municipalities with ensuring they meet their public service responsibilities. It is also an enforceable mechanism for the state.

To aid in the development of the CIWMP a Solid Waste Task Force (SWTF) was established. The SWTF also provided recommendations on the closure and transition away from Benton Crossing Landfill. A report was generated in 2010 by environmental consultants which analyzed options for future solid waste systems. Recommendations for future needs and services were brought before the

Board of Supervisors in 2017 and 2018. Based on Board direction a Request for Information (RFI) for Regional Solid Waste Services was solicited in 2018. Results of the RFI were then used to prepare a comprehensive Request for Proposals (RFP) package seeking countywide waste management services. The initial RFP was produced in 2019 with the aid of an industry specific consulting firm. In an effort to obtain proposals more in line with County needs a specialized solid waste attorney was retained to assist in developing a comprehensive RFP with many accompanying agreements. That RFP was ultimately distributed in 2021. The results of that RFP came before the Board in mid-2022 and it was decided to pursue the proposal submitted by D&S Waste Disposal pending a successful CEQA review and land use change.

In order to fund all necessary contract services while maintaining a certain level of operations, staff analyzed financial projections. The results indicated that there would be a annual deficit requiring a modification to fee structures. After considering how minimize expenditures while still maintaining current levels of operation in accordance with current regulations, revenue sources were reviewed. The major revenue sources for the Solid Waste Enterprise Fund include Tipping Fees and Parcel Fees. Less significant revenue sources include Franchise Fees, Capacity Fees, and Non-Resident Permits.

A tipping fee (or gate fee) is incurred in order to dispose of waste at each of the County solid waste facilities. The revenue from tipping fees is used to offset a portion of costs for operation of these sites. Not all tipping fees are set at actual cost of handling/disposal. Some waste streams have a relatively lower fee in order to incentivize customer separation which allows for increased recycling and diversion. The unfortunate reality is that recycling of some waste streams cost more than landfilling. This means that creative approaches to funding a solid waste operation are required. In September of 2022 an adjustment was made to tipping fees with an understanding that these fees would need to be reviewed on a regular basis.

Another form of revenue to the Solid Waste Enterprise Fund is by way of parcel fees. Solid waste parcel fees were established by Mono County in the late 1980's to pay expenses related to State mandated requirements for all municipal solid waste landfills. These requirements include installation and quarterly monitoring of environmental detection equipment and the installation and maintenance of perimeter fencing, locking gates, signs, gate houses, and other improvements at each site. A portion of the revenues generated by parcel fees are specifically set aside each year to ultimately pay for final cover construction once a landfill is permanently closed. Site surveying, geotechnical testing, and preparation of design plans, specifications, cost estimates, and other engineering documents are also required well in advance of closure for planning purposes. Even when a landfill is permanently closed, the County is required to monitor and maintain the site and submit related quarterly and annual reports to State regulatory agencies for a minimum of 30 years.

Between the tipping fees and the solid waste parcel fees the enterprise fund has been fairly stable over the last ten years. That stabilization came shortly after an increase in tipping fees, as well as an acquisition of a \$3.6 million dollar bond and a \$1.2 million dollar loan. The County must now consider several major changes which substantially effect financing. First, the closing of Benton Crossing Landfill is happening far sooner than the potential landfill lifespan was originally calculated. This means that an accelerated closure fund has been required to account for calculated closure costs; which continue to increase each year based on inflation factors. Accelerated closure requires approximately \$3.5 million dollars more than the calculated financial assurance amounts set aside for closure. Coinciding with the landfill closure is a plan for all municipal solid waste from the Town of Mammoth Lakes to pass through a newly constructed long-haul transfer station run by Mammoth Disposal. This amounts to a loss of approximately 45% (~\$845,000) of annual tipping fee revenue

moving forward. Additionally, the Mammoth Community Water District starting taking sludge to a landfill in Nevada in anticipation of Benton Crossing Landfill closure. This is an average annual loss of \$181,000. These are sources of revenue loss. We also have expenditure increases specifically for contract services which have gone up an average of 4%/yr over the last 10 years (an annual increase of app. \$200,000). Other known expenditures will include replacement of heavy equipment which has reached the end of its useful life.

In order to address the shortfall staff has set to task on restructuring operations. Expenses will continue to be incurred to run six transfer stations, two of which also offer Construction and Demolition Landfills. Financing options for equipment replacement are being considered. It's likely that further adjustments to tipping fees and franchise fees will be needed. Financial analyses would show that contracting for select services is more feasible than attempting to operate internally. The comprehensive RFP is the mechanism by which the County has identified an intended path forward for those select services. Should the contract services with D&S Waste Removal (an existing Solid Waste Franchise hauler and Transfer Station Operations contractor) move forward, then a long-haul transfer station will be built at their property along 167 which will accommodate all municipal solid waste collected in unincorporated Mono County. Their proposal had the least financial impact to the County and ultimately to the residents/customers.

The Planning Commission approved D&S's application for general plan amendment at their meeting on November 17, 2022. Construction of a long-haul transfer station could be completed by summer of 2023. Between now and then waste consolidation and long-haul transport will occur at one of their existing facilities in Smith, NV or Yerington, NV. Construction and demolition, formerly disposed of at Benton Crossing Landfill will be directed to Pumice Valley Landfill. Revisions to operational and environmental documents for Pumice Valley Landfill are under way which will allow for the facility to be open to the public six days a week. A schedule of six days per week matches the existing schedule at Benton Crossing Landfill and should minimize impacts to the residents.

Additional infrastructure is planned to be built at Pumice Valley such as a gate-house, a household hazardous waste (HHW) canopy, loading docks and material staging bays. The gate house to be built will replace the existing structure on site which is not a safe structure for use. The gate house will have office space, break room, dressing room and a bathroom. These have all been identified as essential elements for staff. Currently engineering for the structure, the foundation, the septic system and site grading is under way. The same process is occurring for the HHW canopy and water tank storage shed. Although internal facilities staff has the capability to assist with construction of these structures, their work loads are completely full and cannot accommodate additional large projects such as these. So, contractors are being procured for construction of these facilities. It is anticipated that the new structures will be in the order of \$450,000 to build. Simultaneously, County staff will be working on transitioning equipment, supplies and storage containers from Benton Crossing Landfill to Pumice Valley Landfill. As we are not planning any disruption in service, it means that there is no period of time to pack up and change locations while we are not pre-occupied running the operation. It will be a slow and steady transition which will likely take a majority of 2023 to complete. South County residents near Mammoth Lakes will have the option of disposing waste at the Mammoth Disposal transfer station. Tipping fees for non-Mammoth residents has been set at \$122.50/ton, starting on January 1, 2023.

As mentioned, it is expected that tipping fees will need to be evaluated on a more frequent interval, such as biennially. Best practice for solid waste operations would suggest that tipping fees should match the cost of handling and disposal either by individual waste type or collectively. Staff is also



evaluating other existing fees, such as the Solid Waste Franchise Fee and the Capacity Fee (a fee equal to the tipping fee for MSW on any waste exported out of County). It is anticipated that negotiations on the Solid Waste Franchise Agreement with Franchise Waste Haulers will continue into 2023 until a long-term agreement can be reached. No changes are being contemplated to the Solid Waste Parcel Fee which would require voter approval. Solid Waste Parcel Fees are collected both in unincorporated-Mono County as well as the Town of Mammoth Lakes (as that waste is disposed of at a County waste facility). A portion of future annual revenues will likely be shared the Town of Mammoth Lakes as they begin to handle a portion of waste generated with the Town.

The reality of the day is that everything cost more. Solid waste disposal is no exception. The County maintains the responsibility to ensure that these services are provided to its residents. Whether these services are operated by in-house staff, or whether they are contracted out, they must be maintained in a financially stable manner and with enough flexibility to adapt to the ever changing state mandates. Adjustments to any of the existing fees are ultimately realized by the paying customers, unless the Board should desire to maintain current fees and subsidize the Solid Waste Enterprise Fund from the General Fund. This is not an uncommon model used by other municipalities. Some more densely populated municipalities have even moved to mandatory curbside collection. Staff is not recommending that approach at this time, merely stating that other options exist.

Come January 1, 2023, residents will not be without disposal options. Most communities will not realize any difference at all from how they handle their trash today. Benton Crossing Landfill will close it's doors on schedule and Pumice Valley Landfill will be systematically brought up to full speed in short order.

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

Respectfully submitted,



Justin Nalder  
Solid Waste Superintendent / Environmental Manager

Attachments:

## FAQ

### **Benton Crossing Landfill Closure**

*(Customer-Facing)*

#### **1. When is Benton Crossing Landfill closing?**

The last day that Benton Crossing Landfill is open to the public will be December 31, 2022.

#### **2. What do I do with my trash when Benton Crossing Landfill closes?**

If you currently contract for Municipal Solid Waste (MSW) curbside pickup by one of the County's two franchise solid waste haulers (D&S Waste Removal or Mammoth Disposal) your service will continue uninterrupted, and you do not need to do anything different. Likewise, if you self-haul your MSW to one of the County's six existing solid waste transfer stations (Pumice Valley, Benton, Chalfant, Walker, Bridgeport or Paradise), there will be no change.

However, if you have historically self-hauled your MSW to Benton Crossing Landfill, starting January 1, 2023, you will need to self-haul your MSW to one of the County's six solid waste transfer stations (Pumice Valley, Benton Crossing, Chalfant, Walker, Bridgeport or Paradise), self-haul to the Mammoth Disposal Transfer Station in Mammoth Lakes, or sign up for curbside collection by one of the County's two franchise haulers.

#### **3. Where is Pumice Valley Landfill and Transfer Station?**

Pumice Valley Landfill and Transfer Station is located south of Lee Vining. From Highway 395 travel east on Highway 120 for two miles, make a left (north) onto Dross Road and travel about 0.4 miles to the gate, which is on the right.

#### **4. What is the difference between a landfill and a transfer station?**

Municipal Solid Waste (MSW) is buried at a landfill. In contrast, MSW is not buried at a transfer station but is instead temporarily stored until it can be transferred to a landfill for burial. Pumice Valley Landfill and Transfer Station has historically served as a landfill for Construction and Demolition (C&D) waste, and also as a transfer station for MSW. C&D waste delivered to Pumice Valley is buried onsite. MSW is transferred to a landfill for burial. Pumice Valley will continue to function in this same manner after December 31, 2022.

#### **5. Will I pay more money to drop off my Municipal Solid Waste (MSW) after December 31?**

Typical costs to the residential customer will be the same. However, if you historically self-hauled your Municipal Solid Waste (MSW) to Benton Crossing Landfill and you do not sign up for curbside collection, you will now need to drive to a different location to drop off your trash. D&S Waste Removal and Mammoth Disposal both provide Municipal Solid Waste (MSW) curbside collection in Mono County. Details can be accessed [here](#).

#### **6. Are the costs at the other disposal sites the same as the costs at Benton Crossing Landfill and Transfer Station?**

Yes – for most Municipal Solid Waste (MSW) disposal the costs will be the same. Very large loads, however, may incur additional costs.

**7. Can I have someone collect Municipal Solid Waste (MSW) directly from my home?**

D&S Waste Removal and Mammoth Disposal both provide Municipal Solid Waste (MSW) curbside collection in Mono County. Details can be accessed [here](#).

**8. Will the County add new services or hours to address the Benton Landfill closure?**

Yes. Operating hours at Pumice Valley Landfill and Transfer Station will expand to Monday through Saturday, 8AM – 4PM. In addition, Mono County will continue to monitor Municipal Solid Waste (MSW) activity to maintain a high level of service in a manner that is cost effective. Please monitor the Mono County Solid Waste [website](#) as it is updated for various additional services when they become available, or call the Solid Waste Department at (760) 932-5453.

**9. Why is Benton Crossing Landfill closing?**

Benton Crossing Landfill is located on land owned by the Los Angeles Department of Water and Power (LADWP). Mono County's lease with LADWP provides that no new Municipal Solid Waste (MSW) may be accepted after December 31, 2022.

**10. Why didn't Mono County just get an extension to the lease?**

Mono County was required to prepare closure plans, with specific deadlines, cost projections and funding reserves. Landfill projections determined the amount of Municipal Solid Waste (MSW) delivered to Benton Crossing Landfill and delaying closure would require an amendment to those plans. This would be very costly and would impact costs to the customer.

**11. Will there be any changes at Benton Transfer Station?**

No. Operations at Benton Transfer Station will remain the same. This change affects the Benton Crossing Landfill only.

**12. Is this change better for the environment?**

Starting on January 1, 2023, Municipal Solid Waste (MSW) will no longer be buried at Benton Crossing Landfill, and will instead be transported out of California into Nevada for burial, resulting in local environmental benefits. First, it will reduce concern regarding groundwater contamination – since Benton Crossing is an unlined landfill. Second, landfill operations at Benton Crossing Landfill negatively impact the Bi-State-Sage Grouse, which is a species currently being considered for listing under the Endangered Species Act. While Mono County has implemented management practices to reduce those impacts, closure of the landfill will ultimately eliminate the impacts altogether.

## **Benton Landfill Closure**

Website Content

### **Benton Crossing Landfill Webpage**

[Website](#): Solid Waste; Landfills and Transfer Stations; Benton Crossing Landfill

Through December 31, 2022, the hours of operation will be:

Monday through Friday 8:00 am - 4:00 pm; Saturday 8:00 am - 12:00 pm

All County Holidays 8:00 am - 12:00 pm

Benton Crossing Landfill will officially be closing to the public at the end of the year, with Saturday, December 31, 2022 marking the last day of operation. Beginning Monday, January 2, 2023, all Benton Crossing Landfill customers will be directed to the Pumice Valley Landfill and Transfer Station (Pumice Valley Landfill). All other local solid waste facilities and services will remain available.

To Contact the Benton Crossing Landfill: (760) 937-2192

The Pumice Valley Landfill and Transfer Station website can be accessed [here](#).

### **Pumice Valley Landfill and Transfer Station Webpage**

[Website](#): Solid Waste; Landfills and Transfer Stations; Pumice Valley Landfill and Transfer Station

Through December 31, 2022, the hours of operation will be:

Wednesday 7:30 am - 3:30 pm

Saturday 7:30 am - 3:30 pm

To Contact the Transfer Station Manager Kevin Brown: (775)463-3090

To Contact the Transfer Station Attendant: (760) 920-7258

Effective January 2, 2023, the hours of operation will expand to:

Monday – Saturday: 8AM – 4PM

All County Holidays: 8:00 am - 12:00 pm

To Contact the Pumice Valley Landfill: (760) 937-2192



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 6, 2022

**Departments: Community Development Department**

**TIME REQUIRED** 45 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Wendy Sugimura, Community  
Development Director

**SUBJECT** Policy Discussion on Use of  
Recreational Vehicles (RVs) and  
Residences

**AGENDA DESCRIPTION:**

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

Discuss whether and/or how to allow the use of Recreational Vehicles (RVs), tiny homes on chassis, and/or trailers as residential housing in Mono County.

**RECOMMENDED ACTION:**

1). Receive the presentation and provide preferences and direction to staff. 2). Direct staff to conduct public outreach by taking the policy conversation to the Regional Planning Advisory Committees (RPACs) and the Planning Commission, and return to the Board with a presentation at a future meeting.

**FISCAL IMPACT:**

None at this time. Policy discussion and public outreach is included in budgeted staff costs.

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 760-924-1814 / wsugimura@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
11/29/2022 12:53 PM	County Counsel	Yes
11/29/2022 10:58 AM	Finance	Yes

12/2/2022 12:35 PM

County Administrative Office

Yes

# Mono County Community Development

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December 6, 2022

**To: Mono County Board of Supervisors**

**From:** Wendy Sugimura, Director  
Bentley Regehr, former Planning Analyst

**Re: POLICY DISCUSSION ON RVs AS RESIDENCES**

## RECOMMENDATION

1. Receive the presentation and provide initial direction to staff.
2. Direct staff to conduct public outreach by taking the policy conversation to the Regional Planning Advisory Committees (RPACs) and the Planning Commission, and return to the Board with the additional input at a future meeting.

## BACKGROUND

The Board previously directed staff to agendaize the use of Recreational Vehicles (RVs) and tiny homes on a chassis as residential housing for discussion and consideration. This agenda item is the initiation of that discussion to understand the issue, identify the options, and provide direction to staff. The intent is to conduct public outreach based on this initial discussion, and then return to the Board at a future date for a decision.

This discussion is consistent with Housing Element, Program 1.3, which has already been met through Mono County's adoption of a California Building Code Appendix specific to "tiny homes on a foundation:"

*Reduce barriers to tiny home construction and new housing types. Create a definition for tiny homes consistent with California Building Code and evaluate land use designations and sites appropriate for tiny home development. Redesignate at least one parcel to be eligible for tiny home development under current standards.*

For this discussion, the term "RV" includes recreational vehicles, mobile/tiny homes on a chassis, and camping trailers, although technical differences between these units exist. According to the State Department of Housing and Community Development (HCD)<sup>1</sup>, recreational vehicles are defined in Health and Safety Code §18010 and are "designed for human habitation for recreational, emergency, or other occupancy. RVs are not intended for occupancy as a permanent dwelling." Tiny homes are considered dwellings and must meet the California Residential Code (CRC) and California Building Code (CBC) in order to be legally occupied.

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<sup>1</sup> Department of Housing and Community Development, *Information Bulletin 2016-01(MH, FBH, SHL, MP/SOP, RT,OL) – Revised*. May 9, 2016. <https://www.hcd.ca.gov/policy-research/docs/hcd-bulletin-tiny-home-ib-2016-01.pdf>, accessed Nov. 28, 2022.

The use of RVs has been a historically controversial policy issue that was last discussed by the Board in the early 2000s, which led to the following current regulations:

- RVs may be a primary use (e.g., a residence) in designated RV parks and as farm labor housing in the Agriculture (AG) LUD.
- In all other land use designations, RVs may only be stored on the property with no overnight use only if a primary use, such as a residence, is already established.
- On vacant property, overnight RV use may be permitted during construction of a main building, when a valid building permit has been issued, for up to one year (which may be extended) through a Director Review permit. (General Plan Land Use Element Section 04.040.A.)
- Long-term temporary use of an RV, not to exceed six months of each year for a five-year period, may be permitted in designated hazard zones (such as an avalanche area) as a primary use through a Director Review permit. (General Plan Land Use Element Section 04.040.B.)
- RV use may be permitted for extenuating circumstances, such as supporting recovery and preventing displacement from disasters such as the Round Fire in Swall Meadows and the Mountain View Fire in Walker.

Further, pursuant to state law, two or more RVs on a property may trigger jurisdiction by HCD and require an HCD permit as an RV park.

For clarity, tiny homes built on a permanent foundation are allowed in all land use designations where single-family residences are permitted, subject to land development standards and the California Building Code.

The current regulations were developed with an intent to disincentivize widespread camping as a residential use across Mono County, incentivize structures subject to life safety standards for residential use, and prevent impacts to residential and commercial areas such as noise and aesthetics.

## **DISCUSSION**

The residential use of RVs has been raised in response to the ongoing shortage of housing that is available and affordable to the workforce, which has impacted local businesses and communities. The policy question on the table is whether allowing for residential use of RVs in some form could address this shortage of housing availability without causing unacceptable or unintended consequences.

Every policy discussion has pros and cons to consider. Some of these issues are identified below, and the Board and public may have others to add:

### Pros

- RVs may provide a more affordable option for shelter, especially for the local workforce, provided property has been secured.
- RVs may prevent homelessness and displacement.
- RVs may offer an option for businesses to provide seasonal on-site employee housing that is affordable to both the employee and business owner.

### Cons

- Recreational vehicles, as defined by HCD, are not subject to basic livability, health, and safety standards such as wind and snow loading, energy use, electrical and utility safety, etc. Mono County would have limited authority over these life-safety matters.



- Tiny homes on a chassis generally cannot meet the CRC and CBC unless engineered plans for the complete structure along with a seismic foundation are provided. At that point, a tiny home on a foundation is likely a more practical solution.
- The use is already an enforcement challenge. Illegal residential RV use is by far the most common complaint received by the Code Enforcement Division and seems to proliferate in areas where RV use is permitted in some fashion (e.g., in the Antelope Valley during fire recovery, in avalanche areas, etc.), likely because the use is visible and assumed to be allowed without any further approvals.
- RV use is more likely to be treated as camping rather than a residential use, resulting in increased noise (outdoor music, generators), fire hazards (campfires), and sanitation issues (no hookups for water, sewer).
- Allowing RV use may encourage substandard living conditions.
- Allowing RV use may disincentivize the construction of a structure that meets life-safety standards, even when a compliant dwelling unit is within the means of the property owner, which could also reduce County property tax revenue.
- Ensuring RVs are only available to prevent homelessness and displacement, or for economically disadvantaged persons where the use may be justified, would require a significant investment of resources and new County programming.
- RVs may only provide a seasonal solution, due to inability to meet snow and wind loads in the winter.
- There may be visual and character impacts to neighborhoods and commercial areas due to incompatible designs and aesthetics.

## **POLICY DISCUSSION**

Several potential options exist, with different implications based on the pros and cons outlined above. Following a standard evaluation structure, the discussion begins with a “No Project” alternative.

At this time, tiny homes are included in the discussion below, but staff needs to further research HCD’s statement that tiny homes can only be occupied if they meet the CRC and CBC. If that is the case, then any future policy decision by the Board may be limited to recreational vehicles as defined by HCD.

### **Option 1: Do Not Change RV Regulations**

This option would retain the current regulations outlined in the Background section and prevent widespread camping uses and the associated impacts on residential and commercial areas, and continue to incentivize construction of units subject to life-safety standards. However, it would not address the need to reduce housing barriers compared to the current situation. Therefore, the Board could prioritize pursuit of alternative solutions below to address immediate housing needs. Additional solutions may be identified, or priorities may become clearer, through the future Housing Workshop that is being rescheduled. All programs except for Option B lie outside the services of the Community Development Department.

#### **A. Provide additional funding for Accessory Dwelling Units (ADUs)**

The County has released five ADU prescriptive designs that reduce engineering and design costs, expedite permitting, and can be used as a primary dwelling if sprinkler plans are included. Overnight rentals are prohibited in ADUs and would also be prohibited if the prescriptive designs are used for a primary residence. Grants or no/low interest loan programs could incentivize private property owners to build the units, and conditions such as required long-term rental use or income-based deed restrictions could be imposed. Alternatively, the County may construct these prescriptive designs on suitable lands it acquires. A dedicated funding source would need to be identified.

B. Encourage additional RV parks

The County may identify lands suitable for redesignation to allow for additional RV parks. Establishment of an RV park would require the private property owner to propose and develop the project.

C. Construct safe parking areas

To address homelessness and displacement, “safe parking” areas may be developed where residents can temporarily park RVs and have access to amenities. The parking area would need to be staffed and patrolled regularly. An example is the safe parking program in Los Angeles County: <https://safeparkingla.org/>.

D. Convert existing structures into apartments or single-room occupancy (SRO) dwellings

The County may pursue purchase of existing structures (hotels, motels, etc.) to convert into affordable units, whether apartments or single rooms with shared facilities. This option would require a dedicated funding source.

The programs above may be pursued in conjunction with any option listed in this report, subject to Mono County resources and staffing availability.

**Option 2: Allow limited increased residential RVs use in specific situations.**

This option attempts to specifically address the need for shelter options affordable to the workforce and in support of local businesses while limiting the expansion of widespread camping and the potential associated impacts. Code enforcement will remain an ongoing issue. Under this option, residential RV use may be allowed under certain conditions subject to standards to prevent unintended impacts:

A. Allow one RV on certain non-residential parcels with an existing business as workforce shelter:

The existence of an onsite business ties the RV to the business use, and the limit of one RV avoids HCD jurisdiction and additional permitting.

- Recommended non-residential land use designations include Commercial, Mixed Use, Commercial Lodging, Rural Resort, Service Commercial, and Multi-Family Residential – High (to allow for a condominium manager, for example).
- Other non-residential land use designation options include Agriculture, Industrial, Industrial Park, Natural Habitat Protection, Open Space, Public Facilities, Resource Extraction, Resource Management, and Scenic Area Agriculture.
- Land Use Designation standards are available at [https://monocounty.ca.gov/sites/default/files/fileattachments/planning\\_division/page/9617/2021\\_land\\_use\\_element\\_final\\_08-10-21.pdf](https://monocounty.ca.gov/sites/default/files/fileattachments/planning_division/page/9617/2021_land_use_element_final_08-10-21.pdf).

B. The following regulations are recommended for RV placement:

- Development standards must be met, including setbacks, snow storage, lot coverage, etc.
- One parking space for a passenger vehicle associated with the RV is required.
- Utility hook ups (water, sewer, electricity), subject to a building permit, and trash service are required.
- The RV must have a secured immobilization device, such as a wheel boot or tire lock.
- Residential uses must be contained within the vehicle and outdoor furniture, cooking, or living areas are prohibited.
- Exterior lighting must be fully shielded and downward directed, preferred light temperature is 2700K and shall not exceed 3000K, and shall otherwise comply with the Dark Sky Ordinance.
- Property is required to be maintained in a neat and orderly manner.
- Prohibit the following: generators (except for emergency use), accessory structures and attachments not sold with the vehicle (e.g., ramada, porch, etc.), and fire pits.
- In high snow areas (above 7000’ in elevation), RVs are only permitted seasonally from April 30 – November 1.

- Require a Director Review with notice to ensure notification of adjacent neighbors and provide for review of the requirements.
- Require property owner to sign an indemnification agreement with Mono County.
- C. Additional regulations may be considered if desired, such as:
  - Skirting similar to a manufactured home: a non-structural perimeter enclosure of siding, skirting, or similar paneling that connects the unit to the ground, resembling a foundation.
  - General design standards common in Mono County: dark, earthtone colors and non-reflective materials.
  - Or, in lieu of any other aesthetic design features, an appropriate visual screen from public rights-of-way such as a chain link fence with dark, earthtone slats; dense vegetation, etc.
  - Any of the regulations that address aesthetics will help reduce the proliferation of illegal RV use resulting from other people “doing what they see” and will help protect residential and commercial neighborhood aesthetics.
  - Income-based deed restrictions, or a requirement that the resident/renter be an employee of the onsite business (or a business in Mono County). Consider whether business owners are eligible RV residents.

**Option 3: Expand residential RV use to other land use designations.**

This option is more likely to contribute to widespread camping, proliferation of illegal uses, disincentivizing construction of units that meet life-safety standards, and impacts to residential and commercial aesthetics. The regulations recommended and identified above may prevent some of these impacts, but the expansion of residential RV use beyond a very limited scope will be difficult to enforce.

If the Board wishes to pursue this option, direction to staff is needed on the following parameters:

1. Which land use designations should allow RVs as residences?
  - a. Non-residential land use designations: Commercial, Mixed Use, Commercial Lodging, Rural Resort, Service Commercial, and Multi-Family Residential.
  - b. Residential land use designations: Single Family Residential, Rural Residential, Estate Residential, and Multi-Family Residential Low/Medium.
  - c. Other land use designations, such as Agriculture, Industrial, Industrial Park, Natural Habitat Protection, Open Space, Public Facilities, Resource Extraction, Resource Management, and Scenic Area Agriculture.

Increased land use designations result in increased flexibility for property owners, and also results in increased concerns about the potential for the impacts previously identified. More land use designations are also likely to result in code enforcement needs that far exceed the current capacity, unless no enforcement action is to be taken at all and RVs are to be permitted in any form that they appear on a property. This scenario is likely to have public health and environmental impacts related to sanitation, at a minimum.

2. Should RVs as residences be allowed only on parcels with an existing primary use, or also on vacant parcels?
3. Should RVs only be allowed seasonally (April 30 – November 1) in high snow areas (elevations greater than 7000’)? Or should engineering be required to allow them in high snow areas (note: engineering may be prohibitive).

4. Should the County require owners to income qualify, or is there another way to ensure that residential RV use is limited only to those who need it as an affordable housing option? Or does this issue not need to be addressed?
5. Should the County require an age limit similar to mobile homes (10-years old or newer)? This regulation ensures that the vehicles are in relatively good condition and comply with recent vehicle safety standards.
6. Should the regulations recommended under Option 2B, or considered in 2C, apply?

#### **NEXT STEPS**

Staff is requesting guidance from the Board on the options above, and any specific direction on option preferences. The recommended next step is to bring the discussion to the Regional Planning Advisory Committees (RPACs) and Planning Commission for public input and feedback, which will be brought back to the Board at a future meeting.

Please contact Wendy Sugimura (760-924-1814, [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov)) with any questions.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    December 6, 2022

**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: 1.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
12/2/2022 12:46 PM	County Counsel	Yes
12/1/2022 1:16 PM	Finance	Yes
12/2/2022 12:46 PM	County Administrative Office	Yes

