



AGENDA
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA

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

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

Regular Meeting
September 2, 2014

TELECONFERENCE LOCATIONS: 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. 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 in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please send your request to Linda Romero, Acting Clerk of the Board: lromero@mono.ca.gov.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. APPROVAL OF MINUTES

A. [Board Minutes](#)

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on August 12, 2014.

B. [Board Minutes](#)

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on August 19, 2014.

3. PRESENTATIONS

A. [Presentation of Appreciation in Recognition of Edward Nolan's Retirement](#)

Departments: CAO

10 Minutes

Resolution honoring Edward Nolan's years of service with Mono County.

Recommended Action: Approve proposed resolution.

Fiscal Impact: None.

B. [Presentation of Appreciation in Recognition of Teresa Neely's Retirement](#)

Departments: CAO

10 Minutes

Resolution honoring Teresa Neely's years of service with Mono County.

Recommended Action: Approve proposed resolution.

Fiscal Impact: None.

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

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

6. DEPARTMENT/COMMISSION REPORTS

7. 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. [Proclamation Recognizing September, 2014 as Childhood Cancer Awareness Month](#)

Departments: Board of Supervisors

Proclamation by the Mono County Board of Supervisors declaring September, 2014 as Childhood Cancer Awareness Month. This item is being sponsored by Supervisor Hunt.

Recommended Action: Approve Proclamation.

Fiscal Impact: None.

B. [2014-15 Tax Rates](#)

Departments: Finance

Proposed resolution Establishing the 2014-15 Tax Rates on the Secured Roll.

Recommended Action: Approve and authorize the Chairman's signature on proposed Resolution approving the Tax Rates for Fiscal Year 2014-15. Provide any desired direction to staff.

Fiscal Impact: None. Adoption of the proposed Resolution only allows the adopted rate to be placed on the tax rolls to allow the County to collect not only the statutory 1% tax on property, but also to collect appropriately for voter approved debt.

C. 2014-15 Appropriations (GANN) Limit

Departments: Finance

Proposed resolution Establishing the 2014-15 Appropriations Limit and Making Other Necessary Determinations for the County and for Those Special Districts Governed by the Board of Supervisors that are Required to Establish Appropriations Limits.

Recommended Action: Approve and authorize the Chairman's signature on proposed Resolution setting the Appropriation Limit for Fiscal Year 2014-15. Provide any desired direction to staff.

Fiscal Impact: There is no fiscal impact at this time.

D. [Resolution of Intention To Approve An Amendment To An Existing CALPERS Contract](#)

Departments: HR / Finance

Proposed resolution of intention to approve an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Mono.

Recommended Action: Adopt proposed resolution, #R14-_____, approving an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Mono. Provide any desired direction to staff.

Fiscal Impact: The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.

E. [CUPA Rural UST Leak Prevention Program Grant Agreement](#)

Departments: Health

The Mono County Health Department, Environmental Health Division, has applied for and received grant approval for the Certified Unified Program Agency (CUPA) Rural Underground Storage Tank Leak Prevention Program Grant Agreement, No. G13-UST-14. Environmental Health requests BOS approval of the Grant Agreement and authorization to implement the grant.

Recommended Action: BOS approval of the CUPA Rural Underground Storage Tank Leak Prevention Program Grant Agreement, No. G13-UST-14 and approval to Louis Molina, Environmental Health Director, to sign and

implement the grant pursuant to the grant agreement requirements.

Fiscal Impact: No GF impact. Revenues to the Health Department in the amount of \$78,080, to be spent in the UST program for fiscal years 14/15 and 15/16.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. [Letter from Bridgeport RPAC to Western Nevada Supply](#)

Departments: Clerk of the Board

Bridgeport Valley Regional Planning Advisory Committee (RPAC) would like to express sincere appreciation for the generous offer of Western Nevada Supply to donate steel posts for the Bridgeport Main Street Banner project.

9. REGULAR AGENDA - MORNING

A. [Contract Award for the Topaz Lane Bridge Maintenance Project](#)

Departments: Public Works

5 minutes

(Vianey White) - Contract award for the Topaz Lane Bridge Maintenance Project which consists of repairs of portions of deteriorated timber railing, replacement of abutment and rock slope protection at the Topaz Lane Bridge No. 47C-0005, 0.1 miles east of State Route 395 in the community of Topaz.

Recommended Action: Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Sierra View Equipment Inc. as responsible bidder submitting the lowest responsive bid; 2) award and authorize the Public Works Director to sign contract with Sierra View Equipment Inc. for the Topaz Lane Bridge Maintenance Project in the amount of \$67,420; 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, in an amount not to exceed \$6,742 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$98,524, and are approved as to form and legality by County Counsel.

Amend the County Budget as follows: Increase Revenues in Fund 701, State and Federal Construction, Federal Matching Funds by \$21,762 (Prop 1B funds) and Federal Grants Topaz Lane Bridge by \$76,762 and increase expenditures in Land & Improvements, Topaz Ln. Bridge by \$98,524 (4/5ths vote required).

Fiscal Impact: This project is funded with federal grants and requires a county match. On July 18, 2014, the Federal Highways Administration (FHWA) and Caltrans approved a total project cost of \$125,000 for this project. FHWA will reimburse \$110,662 (88.53% of funds) with Bridge Preventative Maintenance Program (BPMP) funds. The 11.47% county match of \$14,338 and any necessary change orders to complete this project will be covered by the transfer of the remaining \$21,762 Proposition 1B funds. The preliminary engineering phase (\$55,000) is near completion and invoices are in the process of being paid. The project cost for the construction phase is \$70,000.

B. [Contract Award for the June Lake Streets Rehabilitation Project](#)

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd) - The major work of this project is rehabilitation of up to 8 miles of County owned and maintained streets and roads in June Lake. The project also includes drainage improvements, signage and driveway transitions.

Recommended Action: Based on this staff report concerning bids received in response to a solicitation for bids: 1) identify Qualcon Contractors, Inc. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize Public Works Director's signature on contract with Qualcon Contractors, Inc. for the June Lake Streets Rehabilitation Project in an amount not to exceed \$3,186,709.00; 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, in an amount not to exceed \$171,835.45 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fiscal Impact: This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$3,355,000 for the construction phase of this project on May 21, 2014. On July 18, 2014, \$60,400 was transferred from the Plans Specifications and Estimate (PS&E) and Right of Way (ROW) phases to the construction phase. An additional \$83,597.10 is also available in the June Lake Drainage Zone of Benefit to fund a portion of the drainage improvements in this project. Therefore, the total funding available for the construction phase is \$3,498,997.10. Contractor payments will not impact the General Fund.

C. [Mono County Volunteer Service Event](#)

Departments: County Administrator's Office

15 minutes (5 minute presentation; 10 minute discussion)

(Jim Leddy) - Chairman Johnston requested a re-visiting of the idea of a Volunteer Recognition Event.

Recommended Action: Provide direction, if any, to staff on the concept of holding a Volunteer Recognition Event.

Fiscal Impact: None except staff time as ticket sales are expected to offset all other costs.

D. [CALPERS DSA Contract Amendment - First Reading](#)

Departments: HR / FINANCE

5 minutes

(Jim Leddy) - An Ordinance of the Board of Supervisors, County of Mono, Authorizing An Amendment To The Contract Between The Board of Supervisors, County Of Mono, And The Board Of Administration Of The California Public Employees' Retirement System.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.

E. [US Fish & Wildlife Service Comment Period on Bi-State Sage Grouse & Travel to Sage-Grouse Conference](#)

Departments: Community Development

15 minutes (5 minute presentation, 10 minute discussion)

(Wendy Sugimura) - Update on the currently open comment period and approval request for out-of-state travel to the International Sage-Grouse Forum.

Recommended Action: 1. Receive update on the open comment period and provide any desired direction to staff. 2. Approve out-of-county travel for the International Sage-Grouse Forum on November 13-14 in Salt Lake City utilizing grant funds.

Fiscal Impact: None to the General Fund. Travel, lodging, meals and

conference fee shall not exceed \$1,000, and shall be paid with grant funds. Staff time shall also be covered with grant funds.

10. 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.)

11. CLOSED SESSION

A. [Closed Session--Human Resources](#)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. [Closed Session - Public Employment](#)

Departments: County Administrator/Human Resources

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Chief of Probation.

C. [Closed Session - Conference with Legal Counsel](#)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Luman v. Mono County Personnel Appeals Board.

12. REGULAR AGENDA AFTERNOON- NONE

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING September 2, 2014
DATE

Departments: Clerk of the Board

TIME
REQUIRED

PERSONS
APPEARING
BEFORE THE
BOARD

SUBJECT Board Minutes

AGENDA DESCRIPTION:

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

Approve Minutes of the Regular Meeting held on August 12, 2014.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

**SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING**

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[08-12-14 Draft](#)

History

Time

Who

Approval

8/20/2014 10:29 AM	County Administrative Office	Yes
8/26/2014 10:42 AM	County Counsel	Yes
8/26/2014 9:38 AM	Finance	Yes



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

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

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

Regular Meeting
August 12, 2014

Flash Drive	1005
Minute Orders	M14-148 to M14-153
Resolutions	R14-46 NOT USED
Ordinance	Ord14-03

9:03 AM Meeting Called to Order by Chairman Johnston.

*Supervisors Present: Alpers, Fesko, Hunt, Johnston and Stump.
Supervisors Absent: None.*

*Break: 9:43 a.m.
Reconvene: 9:57 a.m.
Closed Session: 11:33 a.m.
Reconvene: 1:36 p.m.
Adjourn: 1:36 p.m.*

Pledge of Allegiance led by Supervisor Hunt.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Floyd Rathbun (ranch consultant):

- Spoke about Conway Ranch Conservation Easement; spoke of possibility of litigation towards the county.
- Brought up letter regarding big horn sheep.

Allen Berrey (attorney):

- Spoke about history of work; representing Child Protective Services.
- Lack of Foster homes; recruitment issues.
- Spoke about ideas for recruitment – increase amount of money that foster parents receive to be foster parents. He was told this is a state mandated amount.

Note

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

- Brought up point that county subsidizes airlines; why not give money to foster parents?

2. APPROVAL OF MINUTES - NONE

3. PRESENTATIONS

A. California State Fair Presentation - Blue Canyon Gang Resolutions

Departments: Economic Development Department/County Administrator (Jim Leddy and Alicia Vennos) - Proposed Resolutions honoring the Blue Mountain Groups for their support of Mono County at the 2014 California State Fair. Representatives from the Mono County Administrator's Office as well as the Mono County Economic Development Department will meet in Bodie at 3:30 p.m. to take a tour with the Blue Canyon Gang. Members of the public are welcome to attend.

Action: Adopt proposed resolution honoring Fashion Stables.

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

M14-148

Action: Adopt proposed resolution honoring Blue Mountain Gang.

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

M14-149

Jim Leddy:

- Introduced the groups to the Board.
- Explained that a photo will be taken after presentation, outside.
- Talked about planned trip to Bodie later this afternoon.

John Queirolo and Dianne Oneto of Fashion Stables:

- Power point presentation regarding Fashion Stables – its history and past exhibits.
- Introduction to members of the Blue Canyon Gang.

Supervisor Johnston:

- Read and presented resolutions to groups.

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- Last Tuesday evening – June Lake CAC meeting; thanked Garrett Higerd for staying late; thanked Courtney Weiche for her role as well. A lot of differing opinions on how town should look going forward.
- Saturday – attended Fireman's BBQ at Gull Lake; great attendance.

Supervisor Fesko:

- 8/7 – attended employee roundtable meeting; good to see turnout. Employees appear to enjoy it.
- Led tour up in mountains with Christian Motorcycle Association.
- 8/11 – attended LTC with fellow board members; follow up with lunch with Tom Cage regarding MCWD; tour with Patrick Hays in Shady Rest area.

Supervisor Hunt:

- Last Wednesday attended Behavioral Health Advisory meeting; in the process of recruiting new members – let him know if anyone knows of anybody interested. Mammoth Hospital – new partnerships being formed.

Note

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- Monday – called in for Caltrans discussion with MOU situation; moving towards finale in two to three months.

Supervisor Johnston:

- ARC meetings.
- IMACA meeting in Bishop.
- Chief Harper's retirement party; presented forthcoming resolution.
- Attended LTC meeting yesterday; CalTrans, TOML and Mono County projects going on.

Supervisor Stump:

- Last Wednesday, attended recreational planning workshop by Town Council; congratulated town on extensive view and what they'd like to create; he was there to support multi-use playground.
- Thursday and Friday – emails with Sun Dog Pictures (private documentary film company); still planning to come to Mono County.
- Friday – notified by Acting Inyo Forest BLM Fire Mitigation Specialist: redoing protection plan. He's requested coordination with Scott Burns. Good chance to relook at plan currently in place.
- Attended LTC meeting; there will be a group of 12 riders from international bike magazine on 6th of September riding through Mono County to take tour. Gives us a chance to show off bike friendly environment.
- June Lake Streets information.
- Thanks you's: Road Crew in Crowley; Road Crew in Benton.
- Mentioned upcoming 150th anniversary of Benton Hot Springs – celebration event in September; info. to follow.
- Benton Hot Springs Owner – trying to form non-profit organization to take over preservation of area. He needs letter of support from County; compliments to Scott Burns, Cedar and Brent Calloway.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Jim Leddy:

- Mentioned employee roundtable in North County; this Thursday is South County's roundtable.
- Steering Committee met; discussed next steps.
- Dept. of Water and Power to come up for presentation – October 21st?
- His twin boys register for 7th grade at Mammoth today; thanked wife for his family.

6. DEPARTMENT/COMMISSION REPORTS

Karin Humiston:

- Brief discussion about earlier Foster Parent discussion (by Allen Berrey). She generally disagrees with his assessment; court appointed advocate program needs to be promoted; this all takes time. She feels that this board is extremely child oriented.
- Gaye Mueller in South County: explained that Mono County has received an award, an honorable mention. Explained how this project came about. Mono Council for the Arts very involved with working with all different cultural groups. Amazed at how working with Probation Dept and the Arts could go hand in hand. National Association of Counties gave the award; she presented to the Board.
- Supervisor Johnston thanked both Gaye and Karin for working on this.
- Received funding from state to participate in this type of program, prevention oriented.

Marshall Rudolph:

Note

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

- Quick update about status of things with Caltrans MOU; conservation easement. We're shooting for September 1st deadline, not achievable. Issues have come up. Another Amendment to MOU will be agendized for next week.

7. CONSENT AGENDA

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

A. Resolution of Appreciation for Pete Korngiebel

Departments: Board of Supervisors

Resolution of Appreciation for Pete Korngiebel, retiring Commissioner of the Chalfant Community Services District. This item is being sponsored by Supervisor Stump.

Action: Approve Resolution.

Hunt moved; Stump seconded

Vote: 5 yes; 0 no

M14-150

Supervisor Alpers:

- Knows Pete; wanted to take a moment to publicly recognize and acknowledge his contribution; congratulations on resolution.

Supervisor Stump:

- Spoke about how respected Pete is in the community; the kind of guy that makes things happen in the small communities.
- Will be presented to him at Chalfant fundraiser later this month.

B. Request for Approval to Recruit for CUPA Program, EHS III Position

Departments: Health Department

Request of the BOS to begin recruitment process for EHS III position to replace Diana Shinn in the CUPA program of the Environmental Health Division.

Action: Approve the Public Health Director to initiate the recruitment process to fill the soon-to-be vacated CUPA program specialist, EHS III position.

Hunt moved; Stump seconded

Vote: 5 yes; 0 no

M14-151

Supervisor Stump:

- Acknowledged Diana Shinn; she is very helpful. He wishes her well and recognizes her contribution.

C. Ordinance regarding Planning Commission Vote Requirements

Departments: Community Development, County Counsel

Proposed ordinance amending Section 2.36.030 of the Mono County Code related to votes required for the transaction of business by the Planning Commission.

Action: Adopt proposed ordinance #ORD14-03, amending section 2.36.030 of the Mono County Code related to votes required for the transaction of business

Note

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

by the Planning Commission.

Hunt moved; Stump seconded

Vote: 5 yes; 0 no

ORD14-03

Supervisor Fesko:

- Thanked staff for work on revisions to this.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Sierra County Board of Supervisors

Departments: Clerk of the Board

Letter received from the Sierra County Board Chair regarding an effort being initiated to engage the twenty two (22) counties of California that encompass the land area of the Sierra Nevada regarding fire severity and fire fuels/biomass conditions.

B. SCE Letter Regarding Draft Grant Deed of Conservation Easement

Departments: Clerk of the Board

Correspondence dated July 28, 2014 from Southern California Edison providing comments on the draft Grand Deed of Conservation easement for Conway and Mattly Ranches to be executed between Mono County and Eastern Sierra Land Trust.

C. US Forest Service

Departments: Clerk of the Board

US Forest Service Correspondence from Edward Armenta, Forest Supervisor, regarding Notice of Intent to Prepare an Environmental Impact Statement in the Federal Register on August 29, 2014, and release a draft EIS in the Spring of 2015.

D. CHP Letter with Report Regarding Organic Peroxide Spill

Departments: Clerk of the Board

Correspondence from the California Highway Patrol dated July 28, 2014 including the report involving the spill of organic peroxide that occurred south of Bridgeport on July 26, 2014.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. Contract for Appraisal Services

Departments: Assessor

Note

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

(Bob Musil) - Proposed contract with Christopher Hansen pertaining to appraisal of Mammoth Mountain Ski Area.

Action: Approve County entry into proposed contract and authorize Jim Leddy to execute said contract on behalf of the County.

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

M14-152

Bob Musil:

- Explained item and its history.
- MMSA has outstanding appeals on file; they anticipate that they'll file for 2014 as well.
- Assessor's office feels it's prudent to have specialists to handle this; recommending Chris Hansen for this task.
- An amount not to exceed \$60,000. They have his estimate which is below the not to exceed amount.
- Explained why MMSA has appeals on file.

Supervisor Stump:

- Amount already in budget?

B. Joint Powers Agreement for Online Forms Posting

Departments: Assessor

(Bob Musil) - Proposed Joint Powers Agreement for creation and web hosting of electronic forms.

Action: Authorize County to enter into proposed Joint Powers Agreement.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

M14-153

Bob Musil:

- Explained item; history.
- This is a leftover agreement that was never signed.
- Two year's payments have been made; trying to clean it up.

C. Presentation of 2014/2015 Assessment Roll

20 minutes (10 minute presentation; 10 minute discussion)

(Bob Musil) - Presentation by Bob Musil regarding 2014/2015 Annual Assessment Roll.

Action: None.

Bob Musil:

- Here to provide brief statistics reflecting work that the Assessor's office has done over the past year.
- His staff did a fantastic job; particularly thanked Aimee Brewster for the work she did.
- Since 2009 the value on assessed roll has declined; this is first year we've had an increase in the roll.
- Total Assessed Value is a bit below \$5.4 billion dollars.
- Gave some statistical information.
- We're on an upturn however it's going to be a long way back.
- Gave some general information on outstanding appeals.

Supervisor Johnston:

- Sounds like things are gradually turning around here?

Note

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Supervisor Stump:

- Asked questions about Prop 8 and how many are on appeal?
- Some constituents have asked him: can tax payments be split into two?
- How does Assessor's work intertwine with fees?

Leslie Chapman:

- She will do background research on the question regarding splitting taxes into two.
- She will need to discuss this with Bob; determine whose duty this is.
- She's not familiar enough with tax code to respond today. Can find out.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Allen Berrey:

- Here to discuss closed session item relating to the Boulaalam matter; he represents him. He filed claim with the county.
- Read initial letter to county.
- He's here to vindicate the constitution; be made whole and to hold officers accountable.

11. CLOSED SESSION

There was nothing to report out of closed session.

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Conference With Legal Counsel

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. Facts and circumstances: claim of Y. Boulaalam.

C. Closed Session - Conference With Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Luman v. Mono County Personnel Appeals Board.

13. REGULAR AGENDA AFTERNOON- NONE

ADJOURN: 1:36 p.m.

Note

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

ATTEST

LARRY K. JOHNSTON
CHAIRMAN

SHANNON KENDALL
SR. DEPUTY CLERK



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING September 2, 2014
DATE

Departments: Clerk of the Board

TIME
REQUIRED

PERSONS
APPEARING
BEFORE THE
BOARD

SUBJECT Board Minutes

AGENDA DESCRIPTION:

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

Approve Minutes of the Regular Meeting held on August 19, 2014.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall
PHONE/EMAIL: x5533 / skendall@mono.ca.gov

**SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING**

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[08-19-14 Draft Mins](#)

History

Time

Who

Approval

8/26/2014 7:43 AM	County Administrative Office	Yes
8/26/2014 10:32 AM	County Counsel	Yes
8/26/2014 9:38 AM	Finance	Yes



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

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

MEETING LOCATION Mammoth Lakes BOS Meeting Room, 3rd Fl. Sierra Center Mall, Suite 307, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

**Regular Meeting
August 19, 2014**

Flash Drive	Portable Recorder
Minute Orders	M14-154 to M14-163
Resolutions	R14-46 to R14-46
Ordinance	Ord14-04 NOT USED

9:01 AM Meeting Called to Order by Chairman Johnston.

*Supervisors present: Alpers, Fesko, Hunt, Johnston and Stump.
Supervisors absent: None.*

*Break: 10:13 a.m.
Reconvene: 10:24 a.m.
Closed Session/Lunch: 11:44 a.m.
Reconvene: 1:31 p.m.
Adjourn: 2:35 p.m.*

Pledge of Allegiance led by Supervisor Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Allen Berrey:

- Mentioned item on agenda: Mountain Gate Phase II Project.
- Here on behalf of his client Mr. Boulaalam, looking for relief.
- Brought up possibility of additional litigation; feels Mono County needs to settle, to step up and do the right thing.

Kevin Smith (Paramedic):

- Has some comments regarding the EMT item on consent. Supervisor Johnston will pull this for discussion on agenda.

Note

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

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Action: Approve Minutes of the Regular Meeting held on August 5, 2014, as corrected.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-154

Supervisor Stump:

- On p. 3 of draft minutes, under board report, first bullet point should read, "Shout out to Jeff Hunter, Advisory Board Member" (not supervisor).
- On p. 4 of draft minutes, under board report, last bullet point should read, "Supervisor Stump is on the verge of resigning as alternate of that board due to *the certification of Casa Diablo IV EIR*".

3. PRESENTATIONS

A. Proclamation Declaring August 2014 Child Support Awareness Month

Departments: Clerk of the Board

(Susanne Rizo) - The month of August 2014 is being proclaimed Child Support Awareness month in jurisdictions across California. This year marks the fourteenth annual observance of Child Support Awareness Month (CSAM) in California. This item is to request that Mono County join these jurisdictions. This item is being sponsored by Chairman Larry K. Johnston.

Action: Approve and present proclamation declaring August, 2014 Child Support Awareness Month in Mono County.

Stump moved; Alpers Seconded

Vote: 5 yes; 0 no

M14-155

Susanne Rizo:

- She'll be back in October to give annual report on how agency is going.
- Gave very brief staff update.

Supervisor Johnston:

- Read and presented proclamation to Susanne Rizo.

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- 8/13 – Mono Basin RPAC Meeting – relatively calm; attendance was good. First meeting in some time that Conway Ranch was not on the agenda although there was a brief update. Brief presentation by the Historical Society, this Friday there's a dinner honoring Auggie Hess.
- Attended fundraiser for June Lake Historical Society, also in attendance was Southern Mono and Mono Basin Historical Societies – pleased to see collaboration.
- Thursday – met with Fire Districts and Cal Fire in June Lake regarding inspections.
- Friday – at ESTA meeting with Supervisor Hunt; discussion about 2015-2016 Cal Trans project concerning road erosion control. Discussed details of project, including traffic

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- signals, etc. John Helm had not heard of this project;
- After ESTA meeting, he spent afternoon at Cal Trans; he encouraged a lot of public outreach prior to project. Also talked to them about the Four Star scenic turnout on top of Conway Summit, Cal Trans would like help resurrecting this.

Supervisor Fesko:

- Thanked Dr. Richard Johnson for Mono Gram regarding whooping cough and measles vaccine failures, finds this disturbing. Feels it's irresponsible not to vaccinate your kids.
- Cal Fire – is fire coming to your home next? Things are bad; we need to remember that one less spark is one less wildfire.
- Last Tues – headed to Sacramento and attended RCRC on the 13th; Governor Jerry Brown did Q&A.
- 8/14 – meeting with Owens Valley Indian Housing Authority at Camp Antelope; water issues; mentioned John Drozd of Public Works who really cooperated and worked with them.
- Saturday – Josh Smith fundraiser in Smith Valley; the fundraiser was well attended; a lot of money was raised. He had also intended to do the Beef and Wine Tasting at Benny's place.
- Shout out to: Dave and Rose Murray; today is their anniversary.

Supervisor Hunt:

- Last Friday, attended ESTA board meeting in Bishop; things are good. Financially, we're stable. Compliment to John Helm for his leadership over the years. Nextbus application for your cell phones is available, very good application. Trying to get quarterly presentations recognizing employees at these meetings.
- In September Dick Whittington (of YARTS) will come present to ESTA.
- Met with Danna Stroud from Sierra Nevada Conservancy regarding program coming in September.
- Shout out to Behavioral Health, thinks Robin Roberts is doing a great job.
- Last weekend –summer festivities continued; Shakespeare Festival. Also Sierra Summer Festival last weekend as well. School starts tomorrow, be aware on the road.

Supervisor Johnston:

- Attended ARC meeting.
- Attended Town of Mammoth Lakes birthday party.
- Oversaw Memorial Service of longtime climbing friend who was born in 1915. He did a lot of climbing with him (Don Lundberg).

Supervisor Stump:

- Last Wed – met with regional representative from AT&T concerning cell service in Chalfant and Crowley.
- Attended Thursday's employee roundtable in Mammoth; very frank discussion. The openness is good; the subject matter is not. He feels employees think that the board is "cavalier" about situation.
- Met with Peter Pumphrey, Board member of the Lahontan Regional Water Quality Control Board in preparation for Saturday's filming.
- Saturday: attended filming by UK film crew in Benton, about role of water and accessibility of water. They promised him a copy of what was filmed.
- Apologized for not being able to attend Benny Romero's Wine Tasting event on Saturday.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Note

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activities.

Jim Leddy:

- Last week spoke with Danna Stroud, Sierra Nevada Conservancy event coming to town; will also be back to the board to discuss biomass.
- Thursday, good and healthy discussion at South County roundtable. Good ideas presented. Thanked employees.
- Clerk-Recorder interviews were Thursday; still ongoing.
- Met with Dan Haller, Town Manager regarding more shared property opportunities.
- Task force meeting tomorrow
- Thursday is the Strategic Planning Steering Committee meeting at 4:00.

6. DEPARTMENT/COMMISSION REPORTS

Leslie Chapman:

- Town of Mammoth Lakes will be depositing \$3 million into our treasury allowing us to make investments. Chairman Johnston gets credit for this due to communications with Town.

Joe Blanchard:

- Update on Crowley Lake Ball field concession stand; received no bids for this project. They will move forward building it in-house staff.
- Supervisor Stump: why no bids for this? He continues to be concerned about county capacity to do these types of projects. Will money that CSA #1 put into this cover the soft costs/county staff salaries?
- It is a very small project to be completed.

7. CONSENT AGENDA

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

A. Resolution of Appreciation for Mammoth Lakes Fire Chief Brent Harper

Departments: Board of Supervisors/County Administrator

Proposed resolution honoring Fire Chief Brent Harper for his years of dedicated service to the people of Mammoth Lakes and Mono County.

Action: Adopt proposed resolution honoring Fire Chief Brent Harper for his years of dedicated service to the people of Mammoth Lakes and Mono County.

Stump moved; Hunt seconded

Vote: 5 yes; 0 no

M14-156

B. Reappointment of Rick Liebersbach to the Assessment Appeals Board

Departments: Clerk of the Board

Reappointment of Rick Liebersbach to a three-year term as a member of the Mono County Assessment Appeals Board.

Action: Approve reappointment of Rick Liebersbach for a three-year term as member to the Mono County Assessment Appeals Board beginning August 19, 2014 and ending August 31, 2017.

Note

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Stump moved; Hunt seconded

Vote: 5 yes; 0 no

M14-157

C. Request for Approval to Recruit for Reserve Emergency Medical Technicians
Departments: EMS

The use of the reserve EMT impacts the fiscal health of the Mono County EMS Program. Having a full reserve pool eliminates the need for full time employees to work overtime shifts, thereby saving substantial cost.

Action: Approve the hire of up to 20 reserve Emergency Medical Technicians.

Stump moved; Alpers seconded

Vote: 5 yes; 0 no

M14-158

Pulled by Supervisor Johnston:

- Asked questions about numbers of EMT's to be recruited?
- Why is there so much overtime in this program?
- Why haven't we done this "up to 20" EMT's before?
- Feels we really need to get a handle on the overtime costs; we're left with very few choices.

Jim Leddy:

- Explained allocations; today is just to approve the recruitment.

Rob DeForrest:

- This is one of the tools to keep down costs in the program.
- Asking for up to 20 recruitments. These are all part time employees.
- Explained the difference between basic and advanced life support. Can be a lot more work for the paramedic.
- Gave explanation of overtime; doesn't know why the 20 EMT's hasn't been done previously.

Kevin Smith (paramedic):

- Here on behalf of Paramedics; concerned about the use of part time EMT's in place of Paramedics.
- Gave a bit about history of part time EMT's.
- Doesn't want to deliver medical services with compromise.

Supervisor Fesko:

- He thanked Kevin for his information.
- He's not clear what we're trying to do with these EMT hires.
- We're all struggling with costs – in every department in county. Board does not take all this lightly.
- Feels there are assumptions that the EMT's aren't trained; not certain this is true. He knows they aren't at the level of a medic but they *are* trained.

Supervisor Alpers:

- Asked Rob to describe level of drop down in service with more EMTs? Public needs to understand.

Supervisor Hunt:

- Also a question about training and what EMT's are and are not allowed to do.
- You can look at this both ways: as a person who IS injured and needing help and as the county needing to save money.
- How trained is the EMT going to be? He's concerned about this but will vote in favor of it due to budget issues.

Note

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Supervisor Stump:

- Mentioned that once Rob took over program he's been committed to lowering costs.
- He'd love to see two paramedics; but the bills need to be paid.
- Discussed how broke the county is. Either medics can step up and assist EMTs or they can be difficult.
- He sees this as a tool going forward.

D. Treasury Transactions for the Month of July 2014

Departments: Finance

Treasury Transaction Report for July 2014

Action: Accept the Treasury Transaction report for the month of July 201.

Stump moved; Hunt seconded

Vote: 5 yes; 0 no

M14-159

E. Consolidation of the Paradise Fire Protection District's Special Election with the November 4, 2014 General Election

Departments: Office of Clerk/Recorder; County Counsel

The Paradise Fire Protection District has called a Special Election to be held on November 4, 2014, to present a tax measure to voters within the District ("Measure F"). The measure proposes to increase an existing special tax on real property within the District for fire protection purposes. The District has furthermore requested that the Special Election be consolidated with the Statewide General Election to be held on the same date.

Proposed resolution: Consolidation of the Paradise Fire Protection District's Special Election with the November 4, 2014 Statewide General Election.

Action: Adopt proposed resolution #R14-46, approving and ordering the Consolidation of the Paradise Fire Protection District's Special Election with the November 4, 2014 Statewide General Election.

Stump moved; Hunt seconded

Vote: 5 yes; 0 no

R14-46

Supervisor Stump:

- Community has really pulled together to make this happen; just wanted to acknowledge this.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

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

9. REGULAR AGENDA - MORNING

A. Devil's Postpile National Monument Proposed General Management Plan Briefing/Comments

Note

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

Departments: Board of Supervisors/County Administrator's Office
(National Parks Service Superintendent Deanna Dulen and NPS Staff) -
Presentation by National Parks Service staff regarding the proposed General
Management Plan for Devil's Postpile National Monument. This item is being
requested and sponsored by Supervisor Alpers.

Action: Direct staff to prepare for Board review comments to be sent to the
National Parks Services. 3. Direct staff to bring back to the Board draft
comments no later than the September 16th meeting comments for Board
consideration.

Johnston moved; Alpers seconded

Vote: 5 yes; 0 no

M14-160

Deanna Dulen (NPS Superintendent):

- Here to present the Draft General Management Plan; represents years of work and the vision of years to come.
- Explained history of process.
- Acknowledged partnerships that make all of it possible.
- Gave statistical information on number of visitors.
- Included recent press release for information.
- Discussion about how bus service is an integral part of all of this.
- Spoke about Mo Eckert and his vision from long ago and his commitment to the visitor experience; he passed away last June.
- Passed along information about tree damage.
- Fire hazard, severity and location of maintenance facility (would be a multi-purpose facility).
- Hard living in shadow of Yosemite; they deal with different issues at Devil's Postpile. Feels there are benefits to the Wild and Scenic Designation.

Amanda Caplan (Project Manager):

Power point: Devils Postpile National Monument GMP/EA:

- Establishment of Devils Postpile NM
- Geographic Context
- General Management Plan
- Collaboration with Inyo National Forest
- GMP Process and Public Involvement
- Elements Common to all Alternatives
- Range of GMP Alternatives
- Preferred Alternative: Connecting People to Nature and Heritage
- Visitor and Operational Facilities
- Campground and Day Use Area
- Viewing Areas
- Rainbow Falls and Wilderness
- Wild and Scenic River Study
- Boundary
- How to Comment on the GMP (period ends September 30, 2014)
- Hope to have document completed and finalized by end of calendar year.
- Comments and Questions?

Supervisor Hunt:

- It's amazing that this monument is over 100 years old.
- There are a lot of good ideas in this plan such as utilizing the Town of Mammoth Lakes

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where possible.

- He remembers awhile back when there was discussion/concern about Rainbow Falls and Devil's Postpile being in Madera County. That section needs to be annexed into Mono County; very complicated process. What's their take on this?

Supervisor Alpers:

- Asked about questions regarding boundary change.
- Mentioned ESTA ridership numbers.

Supervisor Fesko:

- Thanked them for coming; thinks they are moving in the right direction.

Supervisor Stump:

- This is an example of a very unique experience that does not require a lot of walking.
- Asked about Mo Eckert.
- Asked for update about tree damage.
- Boundary issue: makes sense to have an area without diverse regulations.

Marshall Rudolph:

- The law requires consent of both counties to address a boundary change.
- The law has already created this statutory framework.
- We have never gotten Madera's consent; they see no reason to do it. It never got past square one.

Supervisor Johnston:

- Discussion about hazards (speed bumps) to a cyclist; have they had any input from bicycling community?
- Maintenance of roads.
- Minaret Vista as bus stop – would that area be closed off to regular traffic? If so, that's a concern.
- Expansion issue – if you had a larger area for Devil's Postpile. Why not expand this properly?
- Asked about scenic river designation. Doesn't want to see this carried away unnecessarily.

B. Rejection of Bid for the Mountain Gate Phase 2 Fishing Access Project

Departments: Public Works

(Vianey White) - Reject the bid received for the Mountain Gate Phase 2 Fishing Access Project which consists of constructing a pedestrian path, ADA parking and access, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, Par course, and landscaping at the Mountain Gate property located off Highway 395, ½ miles south of Walker.

Action: Reject the bid received for the Mountain Gate Phase 2 Fishing Access Project.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M14-161

Vianey White:

- Introduced and explained item.
- Recommending that the Board reject the bid; staff has started re-evaluating the bid.

Supervisor Stump:

- Commented that this item, which was referred to during public comment, does contain all the necessary information within the agenda packet.

Note

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C. Mono County Fisheries Commission Appointments

Departments: Economic Development

(Jeff Simpson) - Presentation by Jeff Simpson regarding Mono County Fisheries Commission Appointments.

Action: Appoint Don Morton and Jeff Parker to the Mono County Fisheries Commission.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

M14-162

Jeff Simpson:

- Explained the need to fill positions; the Commission wants to maintain a 7 person commission to have broader skills and to easily maintain a quorum.
- Flew opening, resulted in two applications: from Don Morton and Jeff Parker.
- Part of the goals both these applicants is: sustainable hatcheries.

Supervisor Hunt:

- Is there a move towards catch and release? Both these applicants seem very into that.

Supervisor Johnston:

- Appointed to certain term lengths? Asked for clarification.
- Thanked applicants for stepping up.

Jeff Parker:

- Addressed the board.
- He chose to pursue this to see if the Fisheries Commission can accomplish anything.

D. Caltrans MOU Amendment

Departments: Board of Supervisors

(Marshall Rudolph) - Proposed Fifth Amendment of the Conway Ranch Memorandum of Understanding (MOU) between the County and Caltrans. Said amendment would extend certain deadlines for implementing MOU provisions.

Action: Approve County entry into Fifth Amendment of the Conway Ranch MOU, and authorize Board Chair to sign said Fifth Amendment on behalf of the County.

Hunt moved; Stump seconded

Vote: 5 yes; 0 no

M14-163

Marshall Rudolph:

- Explained item and the need for another amendment.
- They've reached a point in the process where they're very close.
- One issue that has come up: certain encroachments or trespasses in subdivision.
- One change to the MOU as submitted. Handed out new version. Cal Trans wanted to specifically call out the lots where there were issues.
- Sets out a December 1st deadline; should be more than enough time. Sets out July 1, 2015 deadline for phase II, still plenty of time.
- Additional information coming back September 16th.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Dan Lyster:

- Gave Board their award from Geothermal Energy Association.

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- Reminded them of meeting on Thursday, committee meeting in the morning at Town County Conference Room, the workshop in the afternoon.
- Supervisor Johnston: thanked him for representing the county and voiced appreciation for all his work.

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt).
Unrepresented employees: All.

B. Closed Session - Conference With Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Madrid v. County of Mono et. al.

REGULAR AFTERNOON SESSION COMMENCES AT 1:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Allen Berrey:

- Apologizes for taking so much time and for the tenor of his remarks.
- Because the stop was found to be bad by the judge, he thought that the board would do the right thing.
- Feels positive steps can still be taken but feels board should distance themselves from this matter.

13. REGULAR AGENDA - AFTERNOON

A. Overview of Analysis Made by the RCD Consultants Regarding the Potential for Water Right Holders

Departments: Board of Supervisors

(Shannon Ciotti, Bruce Woodworth) - A brief summary of the Feasibility Assessment of Participation in a Water Transactions Program, Walker Basin, California will be presented. This item is being sponsored by Supervisor Fesko.

Action: None.

Bruce Woodworth:

- Introduced item, gave some background about past involvements.
- Here today are grant administrators from Fish and Wildlife Foundation.
- Shannon Ciotti was chosen as lead consultant for grant.

Note

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- There is usually a history or benchmark of how much water has been pumped.

Shannon Ciotti (powerpoint):

Feasibility Assessment of a Water Transactions Program in the Walker River Basin, California
(DRAFT FINDINGS):

- Purpose
- Team
- Irrigation/Transaction Scenarios
- Methods to Calculate Potential Water Savings
- Potential Water Savings (based on NIWR and IWBM)
- Vegetation Types
- Vegetation Response
- Habitat Response
- Net Financial Benefits (calculated using NIWR water savings)
- Net Financial Benefits (calculated using IWBM water savings)
- Legal Framework
- Other Considerations: CEQA, ESA
- Potential Impacts to Consider:
 - Maintain agricultural land use
 - Maintain scenic qualities and aesthetic character
 - Protect habitat values and species of concern
 - Protect wetland values
 - Protect groundwater resources
 - Maintain economic stability
 - Protect cultural resources
 - Protect other water users from detrimental impacts of water transactions
 - Transferring water across state lines
 - Conflict with existing conservation plans
- Answered various questions
- Water year and water available plays significantly into agreements.
- Looking at reducing irrigation production but maintaining agricultural production.
- Finalized in mid-September.

Stacey Simon:

- Lack of good scientific data has always been a stumbling block; the data presented today is first step.
- Gave Shannon and her team a lot of credit.
- Going forward from this point will start a CEQA process.
- We have this coming forward because the Fish and Wildlife Foundation

General Supervisor Comments:

- Asked about surface water vs. ground water.
- Asked about late season water vs. early season water.
- What are next steps?
- How much water actually makes it to Walker Lake?
- How many acre feet are anticipated at Walker Lake?
- Asked about factors affecting final levels of water. Is there data on that?
- Explained that the Board/County is extremely skittish; been burned before.
- We don't trust anyone; speaking for public in Mono County.

Joy Morris (NFWF, Walker Basin Restoration Project):

- Gave brief explanation/update on her work.

Steve Tomack (NFWF, Walker Basin Restoration Project):

- Discussion about NFWF's approach.
- Brought progress reports and contact information.

Note

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- Offers himself or Joy to come back for a presentation or to give Supervisors tour in the Valley.
- Lower reaches of the river are being monitored carefully.

ADJOURN 2:35 p.m. in honor of Don Lundberg, who recently passed away.

ATTEST

LARRY K. JOHNSTON
CHAIRMAN

SHANNON KENDALL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING September 2, 2014
DATE

Departments: CAO

TIME	10 Minutes	PERSONS
REQUIRED		APPEARING
SUBJECT	Presentation of Appreciation in Recognition of Edward Nolan's Retirement	BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Resolution honoring Edward Nolan's years of service with Mono County.

RECOMMENDED ACTION:

Approve proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Stacie Klemm

PHONE/EMAIL: 760-932-5408 / sklemm@mono.ca.gov

**SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING**

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Resolution](#)

History

Time	Who	Approval
8/26/2014 10:33 AM	County Administrative Office	Yes
8/26/2014 10:31 AM	County Counsel	Yes
8/26/2014 10:51 AM	Finance	Yes

**RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
IN APPRECIATION OF EDWARD NOLAN**

WHEREAS, Ed Nolan began his career with Mono County in April of 1988 as a Temporary Building Maintenance Worker; and

WHEREAS, Ed promoted to Parks Lead worker during the Walker Canyon flood in 1997; and

WHEREAS, Ed promoted to the position of crafts worker in 2007, and is the first and only to be given this position due to his unique skill set and the knowledge he brings to the job; and

WHEREAS, Ed is a proverbial encyclopedia of knowledge regarding Mono Counties building system; and

WHEREAS, Ed is skilled in plumbing, carpentry, sheetrock, as well as a skilled electrician; and

WHEREAS, Ed challenged the status quo to find better, more efficient ways of doing the job, and wasn't shy about telling you if he thought something wasn't quite right; and

WHEREAS, Ed was directly responsible for drawing up the plans and installation of every irrigation system in every County park and County cemetery; and

WHEREAS, Ed was responsible for installations of the emergency backup generators in the Walker, Bridgeport, Lee Vining, June Lake and Benton Community centers as well as in the Minaret Mall and Medic Stations in Bridgeport and Walker; and

WHEREAS, Ed has been a key member of the Facilities team and will be sorely missed.

NOW, THEREFORE BE IT RESOLVED, that the Mono County Board of Supervisors and the Mono County Public Works Department, hereby extend a most sincere "THANK YOU" in appreciation for Ed's many years of dedicated service; and

BE IT FURTHER RESOLVED, Ed Nolan is hereby extended our best wishes as he moves into the next chapter of his life, and congratulations and best wishes in retirement. APPROVED AND ADOPTED this 2th day of September, 2014, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Timothy Fesko, Supervisor District #4

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING September 2, 2014
DATE

Departments: CAO

TIME 10 Minutes
REQUIRED

PERSONS
APPEARING
BEFORE THE
BOARD

SUBJECT Presentation of Appreciation in
Recognition of Teresa Neely's
Retirement

AGENDA DESCRIPTION:

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

Resolution honoring Teresa Neely's years of service with Mono County.

RECOMMENDED ACTION:

Approve proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Stacie Klemm

PHONE/EMAIL: 760-932-5408 / sklemm@mono.ca.gov

**SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING**

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Resolution](#)

History

Time	Who	Approval
8/26/2014 10:34 AM	County Administrative Office	Yes
8/26/2014 10:42 AM	County Counsel	Yes
8/26/2014 11:15 AM	Finance	Yes

**RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
IN APPRECIATION OF TERESA NEELY**

WHEREAS, Teresa Neely started with Mono County in June of 2003, in the Auditor-Controller's Office as a Fiscal and Technical Specialist I; and

WHEREAS, Teresa became a member of the County Administrative Office in May of 2004, as a Fiscal and Technical Specialist III, and was promoted to Administrative Service Specialist in January of 2006; and

WHEREAS, Teresa became Mono County's Human Resources Generalist in July of 2011, where she spent the remainder of her career providing excellent service to staff and new employees; and

WHEREAS, Teresa played an active role in putting on many of Mono County's employee picnics and holiday potlucks; and

WHEREAS, Teresa has successfully completed more than 200 recruitments during her time in the County Administrative Office; and

WHEREAS, Teresa is known as "Smokey" within her department, a nickname given to her by her father as a young child; and

WHEREAS, Teresa has been a key member of the County Administration Department and will be missed dearly.

NOW, THEREFORE BE IT RESOLVED, the Mono County Board of Supervisors and the Mono County Administrative Office, hereby extend a most sincere "THANK YOU" in appreciation for Teresa's many years of dedicated service; and

BE IT FURTHER RESOLVED, Teresa Neely is hereby extended our best wishes as she moves into the next chapter of her life, and congratulations and best wishes in retirement. APPROVED AND ADOPTED this 2th day of September, 2014, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Timothy Fesko, Supervisor District #4

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING September 2, 2014
DATE

Departments: Board of Supervisors

TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Proclamation Recognizing September, 2014 as Childhood Cancer Awareness Month	

AGENDA DESCRIPTION:

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

Proclamation by the Mono County Board of Supervisors declaring September, 2014 as Childhood Cancer Awareness Month. This item is being sponsored by Supervisor Hunt.

RECOMMENDED ACTION:

Approve Proclamation.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:

ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING***

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Proclamation](#)

History Time	Who	Approval
8/20/2014 10:30 AM	County Administrative Office	Yes
8/26/2014 10:32 AM	County Counsel	Yes
8/6/2014 5:53 PM	Finance	Yes

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RECOGNIZING SEPTEMBER, 2014
AS CHILDHOOD CANCER AWARENESS MONTH
IN MONO COUNTY**

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in more than 15,000 of our country's young people each and every year.

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Children's Hospital Central California in Madera, Lucile Packard Children's Hospital at Stanford, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid recognition award ceremonies and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors recognizes and proclaims the month of September, 2014 as Childhood Cancer Awareness Month in Mono County.

APPROVED AND ADOPTED this 2nd day of September, 2014, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Timothy Fesko, Supervisor District #4

Fred Stump, Supervisor District #2

Byng Hunt, Supervisor District #5

Tim Alpers, Supervisor District #3



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING September 2, 2014
DATE

Departments: Finance

TIME
REQUIRED

PERSONS
APPEARING
BEFORE THE
BOARD

SUBJECT 2014-15 Tax Rates

AGENDA DESCRIPTION:

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

Proposed resolution Establishing the 2014-15 Tax Rates on the Secured Roll.

RECOMMENDED ACTION:

Approve and authorize the Chairman’s signature on proposed Resolution approving the Tax Rates for Fiscal Year 2014-15. Provide any desired direction to staff.

FISCAL IMPACT:

None. Adoption of the proposed Resolution only allows the adopted rate to be placed on the tax rolls to allow the County to collect not only the statutory 1% tax on property, but also to collect appropriately for voter approved debt.

CONTACT NAME: Roberta Reed

PHONE/EMAIL: 760 932-5492 / rreed@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:

ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[Proposed Resolution](#)

History

Time	Who	Approval
8/20/2014 10:29 AM	County Administrative Office	Yes
8/26/2014 10:33 AM	County Counsel	Yes
8/26/2014 8:52 AM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

Vacant
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

TO: Board of Supervisors

FROM: Roberta Reed, Assistant Finance Director

DATE: September 2, 2014

SUBJECT: Tax Rates for Fiscal Year 2014-15

RECOMMENDATION:

Approve and authorize the Chairman's signature on proposed Resolution approving the Tax Rates for Fiscal Year 2014-15.

BACKGROUND:

The tax rates are established by law (Proposition 13) and the various bond issues voters have approved for their area throughout the county. These bond issues include the most recent bond refunding series approved by the voters for the Eastern Sierra Unified School District, Mammoth Unified School District and the Southern Mono Hospital District. These rates recognize also the complete repayment of older, bond issues for Mammoth Community Water District and the June Lake PUD. The tax rates for the Round Valley School District and Bishop Union High School are prepared by the Auditor-Controller of Inyo County based in part by the values of the affected tax rate areas.

FISCAL IMPACT:

None. Adoption of the proposed Resolution only allows the adopted rate to be placed on the tax rolls to allow the County to collect not only the statutory 1% tax on property, but also to collect appropriately for voter approved debt.

COUNTY OF MONO

TAX RATES

2014-15

TAX AREAS 051-000 THRU 051-013/ 051-019 THRU 051-033

PERCENTAGE

PROP 13 (1% Limit)	1.000000
ESUSD Bonds	0.060000
TOTAL	1.060000

TAX AREAS: 051-014 THRU 051-018

PROP 13 (1% Limit)	1.000000
ESUSD Bonds	0.060000
TOTAL	1.060000

TAX AREAS: 010-000, 010-002, 010-003,010-004, 010-006, 010-008, 010-011, 010-012

PROP 13 (1% Limit)	1.000000
Mammoth Unified Bond '98, '00 & '01	0.034086
Mammoth-Kern SFID	0.031151
Southern Mono Hospital Bonds	0.051289
TOTAL	1.116526

TAX AREAS: 010-001,010-005,010-007,010-009,010-010

PROP 13 (1% Limit)	1.000000
Mammoth-Kern SFID	0.031151
Southern Mono Hospital Bonds	0.051289
Mammoth Unified Bond '98, '00 & '01	0.034086
TOTAL	1.116526

TAX AREAS: 010-013, 059-000, 059-005, 059-007, 059-012

PROP 13 (1% Limit)	1.000000
Mammoth Unified Bond '98, '00 & '01	0.034086
Southern Mono Hospital Bonds	0.051289
TOTAL	1.085375

TAX AREAS: 060-000

PROP 13 (1% Limit)	1.000000
Round Valley Bond (Determined by Inyo County)	0.041090
Bishop HS Bond (Determined by Inyo County)	0.011190
Southern Mono Hospital Bonds	0.051289
TOTAL	1.103569

TAX AREAS: 060-001 THRU 060-006

PROP 13 (1% Limit)	1.000000
Round Valley Bond (Determined by Inyo County)	0.041090
Bishop HS Bond (Determined by Inyo County)	0.011190
TOTAL	1.052280



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 2, 2014

Departments: Finance

TIME REQUIRED

PERSONS APPEARING BEFORE THE BOARD

SUBJECT 2014-15 Appropriatons (GANN) Limit

AGENDA DESCRIPTION:

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

Proposed resolution Establishing the 2014-15 Appropriations Limit and Making Other Necessary Deteminations for the County and for Those Special Districts Governed by the Board of Supervisors that are Required to Establish Appropriations Limits.

RECOMMENDED ACTION:

Approve and authorize the Chairman’s signature on proposed Resolution setting the Appropriation Limit for Fiscal Year 2014-15. Provide any desired direction to staff.

FISCAL IMPACT:

There is no fiscal impact at this time.

CONTACT NAME: Roberta Reed

PHONE/EMAIL: 760 932-5492 / rreed@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Proposed Resolution](#)

History		
Time	Who	Approval
8/26/2014 10:31 AM	County Administrative Office	Yes
8/26/2014 10:38 AM	County Counsel	Yes
8/26/2014 9:37 AM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Vacant
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

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MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Roberta Reed, Assistant Finance Director

DATE: September 2, 2014

SUBJECT: 2014-15 Appropriation Limit

RECOMMENDATION:

Approve and authorize the Chairman's signature on proposed Resolution setting the Appropriation Limit for Fiscal Year 2014-15.

BACKGROUND:

Under Article XIII B of the California Constitution and the statutes implementing that Article (Government Code Sections 7900 et. seq.), the governing body of every local jurisdiction in California must establish an annual appropriation limit. The appropriation limit is a limit on the amount of tax dollars that may be appropriated by the governing body during the fiscal year. It is calculated by adjusting the appropriations limit from the previous year in order to take into account "change in the cost of living and the change in population." (Cal. Const. Art. XIII B, § 1)

The County has several available choices from which to choose the factor for setting the appropriations limit. It can choose the factor that is most advantageous to the County. Of the available choices, using the County-wide population change, the Town population change, or the population change derived from contiguous counties, the County has chosen the "Alternate" rate, derived from State provided rate for cost of living changes combined with the contiguous counties population change, which gives the County the highest possible appropriations limit.

DISCUSSION:

The Appropriations Limit as calculated is \$26,318,448. As County tax proceeds, in conjunction with capital spending, is below this limit by \$5,158,205 this year, no change to the tax rate is required.

FINANCIAL IMPACT:

There is no fiscal impact at this time.



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3 **RESOLUTION NO. _____**
4 **BOARD OF SUPERVISORS, COUNTY OF MONO**

5 **ESTABLISHING THE 2014-15 APPROPRIATIONS LIMIT AND MAKING OTHER**
6 **NECESSARY DETERMINATIONS FOR THE COUNTY AND FOR THOSE SPECIAL**
7 **DISTRICTS GOVERNED BY THE BOARD OF SUPERVISORS THAT ARE REQUIRED TO**
8 **ESTABLISH APPROPRIATIONS LIMITS**

9 **WHEREAS**, Article XIII(B) of the California Constitution and the legislation adopted to
10 implement it (California Government Code §7901 et seq.) provide that the State and each local
11 government that receives proceeds of taxes shall establish and be subject to an annual appropriations
12 limit; and

13 **WHEREAS**, the County Auditor-Controller has computed the 2014-15 appropriations limit for
14 the County and for those special districts governed by the Board of Supervisors that are required to
15 establish appropriations limits and, for at least fifteen days prior to the meeting at which this resolution
16 is adopted, the documentation used in determining the appropriations limit(s) and other necessary
17 determinations set forth in this resolution has been available for public review in the Auditor-
18 Controller's Office.

19 **NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors as
20 follows:

21 **SECTION ONE:** The percentage change in the California per capita personal income
22 computed by the State Department of Finance is hereby selected as the "change in cost of living" for
23 purposes of calculating the appropriation limit(s) established herein for fiscal year 2014-15. The
24 alternative population for contiguous counties is hereby selected as the "change in population" for
25 purposes of calculating the appropriation limit(s) established herein for fiscal year 2014-15.

26 **SECTION TWO:** The 2014-15 appropriations limit for the County of Mono is hereby
27 established as \$26,318,448, the calculation of which is set forth in Exhibit "A" attached hereto. The
28 2014-15 appropriations limit(s) for those special districts governed by the Board of Supervisors that

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are required to establish appropriations limits are hereby established as shown on Exhibit "A" attached hereto.

APPROVED AND ADOPTED this 2nd day of September, 2014, by the following vote of said board:

AYES:

NOES:

ABSENT:

ABSTAIN:

**LARRY K JOHNSTON, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO**

ATTEST:
LINDA ROMERO
ACTING CLERK OF THE BOARD

APPROVED AS TO FORM

**MARSHALL RUDOLPH
COUNTY COUNSEL**

ATTACHMENT "A"

APPROPRIATION LIMIT- CLASSIFICATION OF REVENUES FISCAL YEAR 2014-15						
REVENUE SOURCE		Proceeds Of Taxes	Non Proceeds Of Taxes	Allocable	Totals	
TAXES						
All Sources		20,899,760				
Lic, Permits & Franchises						
Franchise		209,402				
All Other Sources			448,274			
Fines, Forfeits & Penalties						
All Sources			604,848			
Rev use of Money & Prp						
Interest		27,004	30,508	57,512		
Rents & Concessions		31,442	35,520	66,962		
Aid from Govt. Agencies						
Motor Vehicle Licence		0				
Aid for Agriculture		92,203				
HOPTR		43,714				
All Other Sources			12,950,505			
Charges for Services						
All Sources			4,560,711			
Other Revenue						
All Sources			1,629,075			
Other Financing Sources						
All Sources			3,807,666			
SUB-TOTAL (for allocation)		21,245,080	24,001,080	124,474		45,370,634
% for allocation		46.95%	53.05%			
TOTAL REVENUE		21,303,526	24,067,108			45,370,634
CALCULATION OF LIMIT						
Calculation Data	Price Factor	Convert to	Pop Increase	Percentage	Convert to	Factor
	Dept Finance	Factor	Dept Finance	Change	Factor	Choice
2014-15	-0.23	0.9977	Mono Unincorp	-0.99	0.9901	0.9878
			Town ML	-1.21	0.9879	0.9856
			Mono Total	-1.12	0.9888	0.9865
			Alternate	0.89	1.0089	1.0066
Alternate Population Factor (Sec. 7901)			Factor for 2014-15			
			1.0066			
Contig. Counties		1/1/2013	1/1/2014			
Alpine		1,078	1,079			
Fresno		947,737	958,759	2013-14 Limit		26,145,885
Inyo		18,518	18,467	2014-15 Factor	1.0066	21,303,526
Madera		147,222	147,023			
Mariposa		18,255	18,365			
Mono		14,169	14,011	2014-15 Limit		26,318,448
Tuolumne		50,634	50,603			
Total Pop		1,197,613	1,208,307			
% Change	0.89					
						Less Capital Expenditures
						Board Approved
						\$ 143,282
						Structure & Improvement 0 Land Acquisition Heavy Equipment
Under (Over) Limit						5,158,205
Appropriation Limit for Special Districts						
Under Control of Board of Supervisors						
2014-15						
		725	735			
		Co Serv Area	Co Serv Area			
		#1	#5			
				Special District (Mono County) Factor		
				CPI		-0.2300
				Pop Change		-0.9900
				Factor		0.9878
2013-14 Limit		346,842	52,254			
2014-15 Factor		0.9878	0.9878			
2014-15 Limit		342,618	51,617			
Subject to Limit		141,020	45,895			
Under (Over) Limit		201,598	5,722			



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING September 2, 2014
DATE

Departments: HR / Finance

TIME
REQUIRED

PERSONS
APPEARING
BEFORE THE
BOARD

SUBJECT Resolution of Intention To
 Approve An Amendment To
 An Existing CALPERS
 Contract

AGENDA DESCRIPTION:

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

Proposed resolution of intention to approve an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Mono.

RECOMMENDED ACTION:

Adopt proposed resolution, #R14-_____, approving an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Mono. Provide any desired direction to staff.

FISCAL IMPACT:

The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:

ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR

PRIOR TO 5:00 P.M. ON THE FRIDAY

32 DAYS PRECEDING THE BOARD

MEETING

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
 - [Resolution & Exhibit](#)
-

History

Time	Who	Approval
8/28/2014 12:47 PM	County Administrative Office	Yes
8/28/2014 12:11 PM	County Counsel	Yes
8/28/2014 1:20 PM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

P.O. Box 495
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(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

To: Honorable Board of Supervisors

From: Leslie Chapman

Date: September 2, 2014

Re: Resolution of Intent to Approve an Amendment to an Existing CALPERS Contract

Subject:

Proposed resolution of intention to approve an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors, County of Mono.

Recommendation:

Adopt proposed resolution, #R14-_____, approving an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Mono.

Provide any desired direction to staff.

Background:

Recent negotiations with the Deputy Sheriff's Association (DSA) resulted in a new MOU where Section 9(F) states:

“Concurrent with the 5% base salary increase set forth in Article 6.A above, all covered employees shall also contribute seven percent (7%) of their compensation reported by the County to CALPERS, by payroll deduction, on a pre-tax basis, toward the County ‘s PERS employer contribution rate as cost sharing pursuant to Government Code section 20516. Said contribution shall be above and beyond any contribution currently made by any covered employee. So, for example, a covered employee previously paying nine percent (9%) of his/her compensation reported by the COUNTY toward the PERS retirement coverage cost.”

In order to implement this provision of the MOU, PERS requires a contract change involving several steps.

1. Your Board must approve the resolution that is before you stating the County's intent to amend the contract.
2. A secret ballot election among the employees affected with a majority voting in favor of the change.
3. First and second reading of the ordinance, along with public notification, authorizing the amendment to the contract.

4. 30 day waiting period between Intent and Final Resolution.
5. If all goes as scheduled, salary increases and increased PERS contributions will take effect on November 1, 2014 for the December 1st payroll.

Fiscal Impact:

The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF SUPERVISORS
COUNTY OF MONO**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 7% for local sheriff members.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Supervisor
County of Mono

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1946, and witnessed December 3, 1945, and as amended effective October 1, 1947, October 1, 1955, March 1, 1958, August 1, 1965, November 1, 1968, October 1, 1973, December 31, 1973, August 1, 1974, July 1, 1976, February 1, 1981, July 1, 1982, February 1, 1985, April 16, 1986, October 12, 1990, December 21, 1990, June 30, 1992, October 1, 1993, July 9, 1998, April 7, 1999, June 1, 1999, September 14, 2001, August 1, 2002, July 1, 2004, January 1, 2005, January 1, 2007, July 1, 2007, June 1, 2012 and December 27, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code Sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Mono County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

A. Paragraphs 1 through 18 are hereby stricken from said contract as executed effective December 27, 2012, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members, age 50 for local fire members, county peace officers and for those local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 and age 55 for local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012.
2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1946 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
- a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Sheriffs (included as local safety members);
 - c. County Peace Officers (included as local safety members);
 - d. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after July 1, 2007 and not entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

9. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a county peace officer and those local fire members entering membership in the fire classification on or prior to January 1, 2007 and for those local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after January 1, 2007 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a local sheriff member entering membership for the first time in the sheriff classification after December 27, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20439 ("County Peace Officer" shall include county jail, detention or correctional facility employees as described in Government Code Section 20439).
 - b. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - c. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.
 - d. Section 21327 (One-Time Increase For Local Miscellaneous Members Who Retired or Died Prior to January 1, 1975). Legislation repealed said Section effective January 1, 2002.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members, local sheriffs and county peace officers only.
- f. Section 20042 (One-Year Final Compensation) for local miscellaneous members, local fire members, county peace officers and for those local sheriff members entering membership on or prior to December 27, 2012.
- g. Section 20965 (Credit for Unused Sick Leave) for local fire members only.
- h. Section 21427 (Improved Nonindustrial Disability Allowance) for local fire members only.
- i. Section 21024 (Military Service Credit as Public Service).
- j. Section 20422 ("Local Safety Member" shall include employees designated as Emergency Medical Technician I, II, or Emergency Medical Technician - Paramedic as described in Government Code Section 20422).
- k. Section 21574 (Fourth Level of 1959 Survivor Benefits).
- l. Section 20432 ("Local Sheriff" shall include any officer or employee of a sheriff's office as described in Government Code Section 20432).
- m. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) is applicable to local fire members entering membership for the first time in the fire classification after January 1, 2007.

Section 21354.4 (2.5% @ 55 Full formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after June 1, 2012.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) is applicable to local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

n. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).

o. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 7% for local sheriff members.

14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on April 1, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
16. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
COUNTY OF MONO

BY _____
RENEE OSTRANDER, ACTING CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING September 2, 2014
DATE

Departments: Health

TIME
REQUIRED

PERSONS
APPEARING
BEFORE THE
BOARD

SUBJECT CUPA Rural UST Leak
Prevention Program Grant
Agreement

AGENDA DESCRIPTION:

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

The Mono County Health Department, Environmental Health Division, has applied for and received grant approval for the Certified Unified Program Agency (CUPA) Rural Underground Storage Tank Leak Prevention Program Grant Agreement, No. G13-UST-14. Environmental Health requests BOS approval of the Grant Agreement and authorization to implement the grant.

RECOMMENDED ACTION:

BOS approval of the CUPA Rural Underground Storage Tank Leak Prevention Program Grant Agreement, No. G13-UST-14 and approval to Louis Molina, Environmental Health Director, to sign and implement the grant pursuant to the grant agreement requirements.

FISCAL IMPACT:

No GF impact. Revenues to the Health Department in the amount of \$78,080, to be spent in the UST program for fiscal years 14/15 and 15/16.

CONTACT NAME: Louis Molina

PHONE/EMAIL: 760-924-1845 / lmolina@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:

ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR

**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING**

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [UST Grant Agreement](#)

History Time	Who	Approval
8/20/2014 10:41 AM	County Administrative Office	Yes
8/26/2014 10:38 AM	County Counsel	Yes
8/26/2014 10:12 AM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Environmental Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

August 5, 2014

To: Honorable Board of Supervisors

From: Louis Molina, Environmental Health Director

Subject: Certified Unified Program Agency (CUPA) Rural Underground Storage Tank (UST) Leak Prevention Program Grant Agreement, No. G13-UST-14

Recommended Action: Approve the CUPA Rural Underground Storage Tank Leak Prevention Program Grant Agreement and authorize Louis Molina, Environmental Health Director, to sign and implement the grant pursuant to the grant agreement.

Discussion: This UST Grant provides support to rural California CUPA's to develop and maintain their inspection and enforcement program to prevent and detect releases from the UST's in accordance with the Solid Waste Disposal Act as amended by the Energy Policy Act of 2005, referred to as the Leaking Underground Storage Tank Prevention Program. This grant funds the rural CUPA's efforts to improve inspections, training and enforcement for the UST program. Senate Bill 1824 (Statutes of 2000, Kelly) created the Rural CUPA Reimbursement program and provides that counties with a population of less than 150,000 are eligible for this grant.

The Mono County Health Department, Environmental Health Division, has applied for and received approval for a grant for the implementation of the CUPA Rural UST Leak Prevention Program Grant. A copy of this Grant Agreement (No. G11-UST-14) is included with this staff report. The amount of the grant is \$78,080. A match amount of \$26,027 is required of the CUPA. This matching amount will be covered by Environmental Health staff time routinely spent in the UST program. The term of the grant shall begin on execution of the agreement and will end on September 30, 2016.

Grant funds will be used to cover salary and benefits of existing CUPA staff and train other staff in the department to cover for the CUPA, under the CUPA's guidance. Other staff will be trained, as necessary, to meet the minimum qualifications to conduct inspection and/or perform necessary program functions in the office. With the upcoming vacancy of our current UST inspector position, some grant money may be shifted to pay for a private contractor to conduct UST inspection program duties.

Another portion of the grant money will be used to pay for recurring costs associated with our Environmental Health computer program with Decade Software.

Fiscal Impact: This grant provides revenue to the Mono County Health Department for a total of \$78,080 for use during the period beginning on the day of execution of the agreement through September 30, 2016. Status reports and requests for payment reimbursements will be submitted biannually and quarterly, respectively, during this time period, up to the total grant amount. There is no General Fund impact.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by:  8/5/14
Louis Molina, Environmental Health Director Date

Reviewed by: _____
Lynda Salcido, Public Health Director Date

CERTIFIED UNIFIED PROGRAM AGENCY
 RURAL UNDERGROUND STORAGE TANK (UST)
 LEAK PREVENTION GRANT AGREEMENT
 BETWEEN THE
 CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
AND
 MONO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
 CERTIFIED UNIFIED PROGRAM AGENCY
 AGREEMENT NO.: G13-UST-14

State and Grantee hereby agree as follows:

1. PURPOSE. Federal funding from the United States Environmental Protection Agency (USEPA) for this Grant Award provides support to rural counties in California to develop and maintain inspection, training and enforcement for the UST program.
2. GRANT AMOUNT. **\$ 78,080.00**
3. MATCH AMOUNT. **\$ 26,027.00**
4. TERM OF AGREEMENT. The term of the Agreement shall begin on October 1, 2014 and end on September 30, 2016.
5. REPRESENTATIVES. Either party may change its Representative(s) upon written notice to the other party. The Representatives during the term of this Agreement will be:

California Environmental Protection Agency	
GRANT MANAGER	
John Paine	
1001 "I" Street, 2nd Floor	
Sacramento, California 95814	
Phone: 916-327-5092	
Fax: 916- 322-5615	
Email: John.Paine@calepa.ca.gov	
GRANTEE	GRANT CONTACT (if different from Project Director)
Name of Project Director, Title: Louis Molina, Environmental Health Director	Name:
Street Address: P.O. Box 3329	Street Address:
City, Zip: Mammoth Lakes, 93546	City, Zip:
Phone: (760) 924-1845	Phone:
Fax: (760) 924-1831	Fax:
e-mail: lmolina@mono.ca.gov	e-mail:

6. STANDARD AND SPECIAL PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A REPORTING AND GRANT DISBURSEMENT PROVISIONS
- Exhibit B SPECIAL AND GENERAL PROVISIONS
- Exhibit C CERTIFICATION REGARDING LOBBYING
- Exhibit D GRANT APPLICATION

7. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding.

8. DEFINITIONS. The following defined terms apply throughout this Agreement:

- “Cal/EPA” means the California Environmental Protection Agency;
- “CUPA” means the Certified Unified Program Agency;
- “Grantee” means the MONO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT CUPA;
- “UST” means Underground Storage Tank
- “Secretary” means the Secretary of the California Environmental Protection Agency; and
- “State” means the State of California, including Cal/EPA.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By:

By:

Grantee Signature

Eric Jarvis, Assistant Secretary
Fiscal and Administrative Programs
California Environmental Protection Agency

Grantee Name, Title (Typed/Printed)

Date

Date

**EXHIBIT A
 REPORTING AND GRANT DISBURSEMENT PROVISIONS**

A. REPORTING PROVISIONS

1. The Grantee shall prepare and submit Status Reports, including Grant Disbursement Request Forms for documentation of expenditures, to the Cal/EPA Grant Manager at the following address:

California Environmental Protection Agency
 Unified Program Section
 Attn: Shinita Bryson
 1001 "I" Street, 2nd Floor
 Sacramento, California 95814

2. The Status Report and Grant Disbursement Request Form will be provided by Cal/EPA upon the approval of the Grant Application.
3. Each report shall have a cover letter certified by the Project Director or the Grant Contact.
4. For purposes of the Status Reports, the reporting period is SEMI-ANNUALLY as follows:

<u>Report</u>	<u>Reporting Period</u>	<u>Report Due Date</u>
Report 1	<u>October 1, 2014 to March 31, 2015</u>	May 1, 2015
Report 2	<u>April 1, 2015 to September 30, 2015</u>	November 2, 2015
Report 3	<u>October 1, 2015 to March 31, 2016</u>	May 2, 2016
Report 4	<u>April 1, 2016 to September 30, 2016</u>	November 1, 2016

5. Upon conclusion of the grant project, the Completion Letter and Final Report must be completed and submitted. Cal/EPA will not consider your final claim for reimbursement until these documents have been reviewed. The Completion Letter and Final Report will be provided upon approval of the Grant Application and as requested.

B. FINANCIAL MATTERS & GRANT DISBURSEMENT PROVISIONS

1. USEPA requires a 25% match contribution by the Grantee. Expenses incurred by the CUPA for the UST portion of the local program may be counted toward the required match. Grantee shall indicate in the Grant Disbursement Request Form its expenditures for the required match.
2. Interest earned on grant funds shall be used for the program and must comply with the terms and conditions of this Grant Agreement.
3. Grant Disbursement Request Forms shall be used to depict the expenditures incurred by the Grantee throughout the period of performance of the Grant Agreement.
4. The Grant Disbursement Request Form shall be submitted QUARTERLY in accordance with the following submission schedule:

<u>Invoice</u>	<u>Reporting Period</u>	<u>Invoice Due Date</u>
Invoice 1	October 1, 2014 to December 31, 2014	February 2, 2015
Invoice 2	January 1, 2015 to March 31, 2015	May 1, 2015
Invoice 3	April 1, 2015 to June 30, 2015	August 3, 2015
Invoice 4	July 1, 2015 to September 30, 2015	November 2, 2015
Invoice 5	October 1, 2015 to December 31, 2015	January 4, 2016
Invoice 6	January 1, 2016 to March 31, 2016	May 2, 2016
Invoice 7	April 1, 2016 to June 30, 2016	August 1, 2016
Invoice 8	July 1, 2016 to September 30, 2016	November 1, 2016

5. The Grantee shall use the Grant Disbursement Request Form provided by Cal/EPA.

C. LIMITATIONS

1. Grant funds may not be used for activities outside of the UST Program.
2. Grant funds can only be used for prevention activities. No UST Cleanup activities will be reimbursed.
3. Due to the primary focus of the grant, it is unlikely that any extension of the period of performance will be allowed.

**EXHIBIT B
GENERAL AND SPECIAL PROVISIONS**

A. GENERAL PROVISIONS

1. **AMENDMENTS:** 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 oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **WAIVERS:** Any term, provision, condition, or commitment of this Agreement may be waived at the discretion of Cal/EPA. All waivers shall be documented in writing.
3. **DISPUTES:** The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Cal/EPA Assistant Secretary for Local Programs or an authorized representative. The decision shall be in writing and a copy thereof furnished to the Representatives of this Agreement. The decision of the Assistant Secretary shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee furnishes a written appeal of the decision to the Secretary for Environmental Protection, with carbon copies furnished to the Cal/EPA Assistant Secretary for Local Programs and the Cal/EPA Grant Manager. The decision of the Secretary shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Cal/EPA Assistant Secretary for Local Programs or the Secretary, on any question of law.
4. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain financial accounts in accordance with generally accepted accounting principles. Without limitation of the requirement to maintain financial management systems and accounting standards in accordance with generally accepted fiscal and accounting principles, the Grantee agrees to:
 - a. Establish a financial account(s) and accounting system(s) that will adequately and accurately depict all Grant amounts received and expended during the term of this Agreement, including but not limited to:
 - i. All inspection, training and enforcement expenditures; and
 - ii. Running balance of grant allocations and expenditures.
5. **RECORDS MANAGEMENT:** Maintain all documentation and financial records, as may be necessary, for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations. Establish an official file for the allocation that shall adequately document all significant activities and actions relative to the Implementation UST inspection, training and enforcement, including but not limited to:

- a. Fiscal accounting;
 - b. Status Reports; and,
 - c. Grant disbursement requests and supporting documentation
6. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with UST grant in an expeditious manner. The Grantee shall prepare and submit all required reports and Grant Disbursement Forms as stipulated in this Agreement.
7. **WITHHOLDING OF GRANT DISBURSEMENTS:** Cal/EPA may withhold all or any portion of the allocations provided for by this Agreement in the event the Grantee:
 - a. Materially violates, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - b. Fails to maintain reasonable progress toward UST inspection, training and enforcement.
8. **FUNDS CONTINGENCY:** Cal/EPA's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
9. **BUDGET REVISIONS:** Budget revisions of 30% or less of the total agreement allocation may be made in writing and approved by Cal/EPA without an amendment to the agreement.
10. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State.
11. **AUDIT:** Grantee agrees that the Cal/EPA, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the expenditure of allocated moneys and performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after term of the Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
13. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
14. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
15. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.
16. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

17. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
18. **TERMINATION:** The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the Grantee agrees, upon demand, to immediately return the remaining unused portion, if any, of the Grantee's allocation.
19. **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 shall continue to have full force and effect and shall not be affected thereby.
20. **ENVIRONMENTAL JUSTICE:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income population of the State.
21. **FORCE MAJEURE:** Neither Cal/EPA nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption or services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
22. **INDEMNIFICATION:** The Grantee agrees to indemnify, defend and hold harmless the State and Cal/EPA and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
23. **GRANTEE'S RESPONSIBILITY FOR WORK:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

B. SPECIAL PROVISIONS

1. **SINGLE AUDIT REPORT:** In accordance with OMB Circular A-133, which implements the Single Audit Act, the Grantee as a subrecipient of a federal award from a pass-through entity Cal/EPA hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package.

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

In addition, the Grantee is required to (a) provide a written notification to Cal/EPA that an audit of the Grantee was conducted in accordance with OMB Circular A-133 and (b) submit to Cal/EPA a copy of the SF-SAC and a Single Audit Report Package.

2. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES:** The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements as set forth in 40 CFR Part 33. THE EPA DBE Rule

can be accessed at <http://epa.gov/osbp/>. In addition, the Grantee agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under a federally funded grant agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply with 40 CFR Section 33.301. Records documenting compliance with the six good faith efforts shall be retained.

3. PAYMENTS TO CONSULTANTS: Per 40 CFR Part 31.36(j), EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation service of designated individuals with specialized skills and if the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. As of January 1, 2010, the rate is \$596 per day and \$74.50 per hour. This rate does not include overhead or travel costs and the Grantee may pay these in accordance with its normal travel practices.

Subagreements with firms or individuals for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the Grantee with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR Part 31.36 (j) (2) or Part 30.27(b).

4. THE COST PRINCIPLES: The cost principles of 2CFR 225 (formerly OMB Circular A-87) are applicable to this award. Grantee can access the Code of Federal Regulations (CFR) Title 2 Part 225 at http://www.access.gpo.gov/nara/cfr/waisidx_10/2cfr225_10.html
5. RESTRICTIONS ON LOBBYING: The Grantee agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Grantee shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that subrecipients submit certification (Exhibit C) and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, a Grantee who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

6. LOBBYING AND LITIGATION: The Grantee shall ensure that no grant funds awarded under this grant agreement are used to engage in lobbying of federal Government, Cal/EPA or in litigation against the United States unless authorized under existing law. The Grantee shall abide by its respective 2 CFR 220, 225 or 230 (formerly OMB circular A-21, A-87, or A-122) which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.
7. USE OF RECYCLED PAPER: In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423 (Strengthening Federal Environmental, Energy and Transportation Management dated January 24, 2007), the Grantee shall use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
8. HOTEL AND MOTEL SAFETY: The Grantee agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Grantee may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
9. DRUG-FREE WORKPLACE: The Grantee of this grant agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 – 36.230. Additionally, in accordance with these regulations, the Grantee must identify all known places under this grant awards, and keep this information on file during the performance of this award.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Grantee can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

10. **SUSPENSION AND DEBARMENT:** The Grantee shall fully comply with Subpart C of 2 CFR 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing business with Other Persons)" as applicable. The Grantee is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions", includes a term or condition requiring compliance with subpart C. The Grantee acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The recipient may access the Excluded Parties List System at www.epls.gov. This term and conditions supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension and Other Responsibility Matters."

11. **COMPLIANCE WITH GRANT-RELATED REQUIREMENTS OF THE ENERGY POLICY ACT OF 2005:** The Grantee understands that it is subject to requirements described in current EPA Guidelines implementing Subtitle B, Underground Storage Tank Compliance Act, of Title XV of the Energy Policy Act, that are effective as of the date of this grant agreement or funded amendment.

**EXHIBIT C
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and grants under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Typed Name of Authorized Representative

Signature of Authorized Representative

CUPA Name

Date Signed

**RURAL UNDERGROUND STORAGE TANK (UST) LEAK PREVENTION
PROGRAM GRANT APPLICATION FORM**

1. Entity Information:

Certified Unified Program Agency Name (CUPA): **Mono County Environmental Health Department**

GRANTEE	GRANT CONTACT (if different from Project Director)
Name of Project Director, Title: Louis Molina, Environmental Health Director	Name:
Street Address: P.O. Box 3329	Street Address:
City, Zip: Mammoth Lakes, CA 93546	City, Zip:
Phone: (760) 924-1845	Phone:
Fax: (760) 924-1831	Fax:
e-mail: lmolina@mono.ca.gov	e-mail:

2. Grant Amount: \$ 78,080

3. Scope of Work

The state’s Underground Storage Tank (UST) Leak Prevention Program includes requirements for tank installation, construction, testing, leak detection, spill containment and overfill protection. While the primary focus of the Rural CUPA UST Prevention Grant is to ensure that all USTs are inspected at least annually and that Significant Operational Compliance is documented during the inspections, other efforts that support the prevention program are eligible for reimbursement. To ensure that the primary focus is met, the Mono County CUPA will ensure that every UST identified in the jurisdiction is inspected by qualified personnel at least two times during the performance period of this grant.

Grant funds will be used to cover the salary and benefits of existing CUPA staff and train other staff in the department to cover for the CUPA, under the CUPA’s guidance. Other staff will be trained as necessary to meet the minimum qualifications to conduct inspections and/or perform necessary program functions in office.

At the time of this grant application submittal, there exists the possibility that our current CUPA program coordinator (ICC Certified UST inspector) will be leaving Mono County. If this does occur, the funds from this grant will be used to enter into a contract with a member of CAEHA or other qualified individual meeting the minimum requirements needed to inspect UST facilities. This would be a stopgap measure until a fulltime replacement is hired to fill our CUPA program coordinator position. Hiring a contractor is not the preferred option for this grant money and that option will not be the focus of this grant application. However, if this scenario does occur, the Mono County Project Director for this grant will immediately contact the Grants and Contracts Coordinator at Cal EPA to inform her of this situation and request direction on how to proceed with any necessary changes to the Projected Budget and/or other paperwork.

Exhibit D

4. Work Plan

The work plan describes the Mono County CUPA's activities and tasks to support the UST leak prevention program. The list of activities and tasks are provided below.

a. PERSONNEL SERVICES

The Mono County CUPA regulates 22 UST facilities with a total of 64 underground fuel tanks. Mono County will pay for time spent in the UST program by our ICC certified inspector with this grant money. This grant money will also pay for any overtime spent by personnel in this program, as well as time spent by other staff in this program. As noted in the Scope of Work section, there exists the possibility that our current ICC certified inspector will be leaving employment with Mono County within the performance period of this grant. If this occurs, a request will be made to the Cal EPA Grant and Contracts Coordinator to shift some Personnel Services line item money into Professional/Consultant Services in order to hire a temporary contractor that will conduct UST inspection until a permanent replacement can be made.

b. TRAINING

The Mono County CUPA will budget \$2500 per year to be set aside for staff training purposes. The training will include time spent at UST roundtable and other regional meetings. We will also attempt to get one additional staff person ICC certified in order to fill in for UST inspections, when needed.

c. PROFESSIONAL/CONSULTANT SERVICES – Decade Software

Mono County has upgraded our environmental health computer program with Decade Software. This new software system will allow us to maintain our CUPA program database, as well as integrate electronic reporting functions and access UST files in the field. A portion of this grant will be used to pay for recurring annual costs of this Decade Software program (EnvisionConnect).

5. Projected Budget:

Program Costs	Fiscal Year 14/15	Fiscal Year 15/16
Personnel Services*	\$27,540	\$27,540
Personnel Training	\$2,500	\$2,500
Equipment/Software – EnvisionConnect contract	\$9,000	\$9,000
Professional/Consultant Services – Contractor (if necessary)	TBD	TBD
FISCAL YEAR TOTAL	\$39,040	\$39,040
TOTAL	\$78,080	

*Indirect costs may not exceed 35% of grant allotment

Exhibit D

CERTIFICATION

I certify under penalty of perjury that the information I have entered on this application is true and complete to the best of my knowledge and that I am an employee of the applicant authorized to submit the application on behalf of the applicant. I further understand that any false, incomplete, or incorrect statements may result in the disqualification of this application. By signing this application, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent provided in this program.

--	--

Applicant Signature

Date

--

Printed Name of Applicant



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING September 2, 2014
DATE

Departments: Clerk of the Board

TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Letter from Bridgeport RPAC to Western Nevada Supply	

AGENDA DESCRIPTION:

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

Bridgeport Valley Regional Planning Advisory Committee (RPAC) would like to express sincere appreciation for the generous offer of Western Nevada Supply to donate steel posts for the Bridgeport Main Street Banner project.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Linda Romero

PHONE/EMAIL: 760-932-5534 / lromero@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter from Bridgeport RPAC to Western Nevada Supply](#)

History

Time

Who

Approval

8/25/2014 7:49 AM

Clerk of the Board

Yes

BRIDGEPORT VALLEY
Regional Planning Advisory Committee

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800 phone, 924.1801 fax
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420 phone, 932.5431 fax
www.monocounty.ca.gov

Mr. Scott Robinson
Western Nevada Supply
5445 South Carson Street
Carson City, NV 89701

Dear Mr. Robinson:

The Bridgeport Valley Regional Planning Advisory Committee (RPAC) would like to express sincere appreciation for the generous offer of Western Nevada Supply to donate steel posts meeting engineering specifications for the Bridgeport Main Street Banner project. Mr. Benny Romero, who originally made the request of you, has been one of the main advocates of this project for many, many years, and a long-standing member of this committee that advises the Board of Supervisors.

The project is currently entering a preliminary design and cost estimate phase, and County Service Area #5 has set aside \$20,000 to fund the fully engineered design pending first phase results. In addition to Western Nevada Supply's donation, a donation for cement has been secured. Preliminary investigation of construction funds is underway, and will become more focused as the design proceeds.

Western Nevada Supply's participation is a tremendous benefit to this project, which has been desired by the community for many years but has never gained any traction. Momentum is now underway, largely due to generous offers like yours, and we are enthusiastic about the outcome. Thank you again for supporting our community!

In appreciation,



Barry Beck
Chair

Cc: Mono County Board of Supervisors



REGULAR AGENDA REQUEST

Print

MEETING DATE September 2, 2014

Departments: Public Works

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Vianey White

SUBJECT Contract Award for the Topaz Lane Bridge Maintenance Project

AGENDA DESCRIPTION:

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

Contract award for the Topaz Lane Bridge Maintenance Project which consists of repairs of portions of deteriorated timber railing, replacement of abutment and rock slope protection at the Topaz Lane Bridge No. 47C-0005, 0.1 miles east of State Route 395 in the community of Topaz.

RECOMMENDED ACTION:

Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Sierra View Equipment Inc. as responsible bidder submitting the lowest responsive bid; 2) award and authorize the Public Works Director to sign contract with Sierra View Equipment Inc. for the Topaz Lane Bridge Maintenance Project in the amount of \$67,420; 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, in an amount not to exceed \$6,742 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$98,524, and are approved as to form and legality by County Counsel.

Amend the County Budget as follows: Increase Revenues in Fund 701, State and Federal Construction, Federal Matching Funds by \$21,762 (Prop 1B funds) and Federal Grants Topaz Lane Bridge by \$76,762 and increase expenditures in Land & Improvements, Topaz Ln. Bridge by \$98,524 (4/5ths vote required).

FISCAL IMPACT:

This project is funded with federal grants and requires a county match. On July 18, 2014, the Federal Highways Administration (FHWA) and Caltrans approved a total project cost of \$125,000 for this project. FHWA will reimburse \$110,662 (88.53% of funds) with Bridge Preventative Maintenance Program (BPMP) funds. The 11.47% county match of \$14,338 and any necessary change orders to complete this project will be covered by the transfer of the remaining \$21,762 Proposition 1B funds.

The preliminary engineering phase (\$55,000) is near completion and invoices are in the process of being paid. The project cost for the construction phase is \$70,000.

CONTACT NAME: Vianey White

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

SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING***

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [TPZ BRIDGE - BOS Staff Report](#)
 - [TPZ BRIDGE - Exh 1 - Bid Tabulation](#)
 - [New Exhibit 2](#)
-

History

Time	Who	Approval
8/26/2014 7:45 AM	County Administrative Office	Yes
8/26/2014 10:52 AM	County Counsel	Yes
8/26/2014 9:50 AM	Finance	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: September 2, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Vianey White, Project Manager
Re: Contract Award for the Topaz Lane Bridge Maintenance Project and
Transfer of Proposition 1B funds for use as the county match and change orders as may be necessary to complete the project

Recommended Action:

Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Sierra View Equipment Inc. as responsible bidder submitting the lowest responsive bid; 2) award contract to Sierra View Equipment Inc. for the Topaz Lane Bridge Maintenance Project in an amount not to exceed \$67,420; 3) approve and authorize the Public Works Director, in consultation with County Counsel, to execute and administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$6,742 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$98,524, and are approved as to form and legality by County Counsel.

Amend the County Budget as follows: Increase Revenues in Fund 701, State and Federal Construction, Federal Matching Funds by \$21,762 (Prop 1B funds) and Federal Grants Topaz Lane Bridge by \$76,762 and increase expenditures in Land & Improvements, Topaz Ln. Bridge by \$98,524 (4/5ths vote required).

Fiscal Impact:

This project is funded with federal grants and requires a county match. On July 18, 2014, the Federal Highways Administration (FHWA) and Caltrans approved a total project cost of \$125,000 for this project. FHWA will reimburse \$110,662 (88.53% of funds) with Bridge Preventative Maintenance Program (BPMP) funds. The 11.47% county match of \$14,338 and any necessary change orders to complete this project will be covered by the transfer of the remaining \$21,762 Proposition 1B funds. The preliminary engineering phase (\$55,000) is near completion and invoices are in the process of being paid. The project cost for the construction phase is \$70,000.

Background:

This project was first programmed for use of BPMP funds in Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users' (SAFETEA-LU) Highway Bridge Program (HBP) by FHWA and Caltrans in April 2012. It consists of repairs of portions of deteriorated timber railing, replacement of abutment and rock slope protection at the Topaz Lane Bridge No. 47C-0005, 0.1 miles east of State Route 395 in the community of Topaz. The project plans and manual were approved at the July 15, 2014 Board of Supervisors meeting, an optional pre-bid meeting was held at the project

site on Wednesday July 30th, and two bids were received by the bid deadline on Monday August 11th. See the Bid Tabulation attached as Exhibit 1.

As a result of the bid review, staff recommends that the Board of Supervisors award the contract to Sierra View Equipment Inc., which submitted the lowest responsive bid.

County staff will perform inspection duties for this project. Notice to proceed is anticipated for September 2014.

Please contact me at 760.932.5446 or by email at vwhite@mono.ca.gov with any questions regarding this matter.

Respectfully submitted,



Vianey White
Project Manager

Attachment: Exhibit 1 – Bid Tabulation
Exhibit 2 – Proposed Agreement

Bid Tabulation
Topaz Lane Bridge Maintenance Project
Project Information (Dist-Co-Rte-Agency): 09-Mono-0-CR
Federal Project No: BPMPL-5947(048)
Location: Topaz Lane over the Walker River, Bridge No. 47C-0005 (0.1 miles east of SR 395, PM 114)
Monday, August 11, 2014

Item No.	Description	Qty	Unit	Sierra View Equipment Inc	MKD Construction Inc
BASE BID:					
1	Lead Compliance Plan	1	LS	\$12,000.00	\$2,400.00
2	Traffic Control System	1	LS	\$5,000.00	\$9,600.00
3	Prepare Water Pollution Control Plan	1	LS	\$1,500.00	\$1,200.00
4	Temporary Fence (Type ESA)	100	LF	\$12.00	\$3.00
5	Repair Post Grout Pockets	1	LS	\$3,500.00	\$3,700.00
6	Replace Post Grout Caps	1	LS	\$6,000.00	\$4,200.00
7	Repair Spalled Surface Area	12	SF	\$200.00	\$143.00
8	Repair Unsound Concrete	1	CF	\$300.00	\$2,300.00
9	Clean and Paint Timber Railing	1	LS	\$12,000.00	\$9,100.00
10	Rock Slope Protection (No.1 Method A)	32	CY	\$250.00	\$550.00
11	Rock Slope Protection (Class 8)	52	SqYd	\$10.00	\$8.00
12	Mobilization	1	LS	\$15,000.00	\$22,596.00
BIDDER'S GRAND TOTAL:				\$67,420.00	\$75,128.00

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND SIERRA VIEW EQUIPMENT INC. FOR
TOPAZ LANE BRIDGE MAINTENANCE PROJECT**

Project No. BPMPL-5947(048)

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “the County”), may have the need for the services of Sierra View Equipment Inc., of Minden, Nevada (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual as well as the Caltrans Standard Specifications (2010) and the Caltrans Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County’s use, which documents are referenced and incorporated herein.

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in the Scope of Work (Attachment A), attached hereto and by reference incorporated herein. Requests by the County to Contractor to perform under this Agreement shall be made by the Director of the Mono County Department of Public Works, or an authorized representative thereof. Requests to Contractor for services and work to be performed under this Agreement shall be based upon the County’s need for such services or work.

Services and work provided at the County’s request by Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those to which reference is made in this Agreement such as the Federal Provisions attached hereto as Attachment B and the additional contract terms attached hereto as Attachment C, and by reference incorporated herein.

2. TERM

The term of this Agreement shall be from **September 2, 2014**, through **December 31, 2014**, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation.

The County shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment A, attached hereto and by reference incorporated herein) for the services and work described in the Scope of Work (set forth in Attachment A) which are performed by Contractor at the County’s request.

B. Travel and Per Diem.

Unless otherwise agreed by the parties, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from the County any additional consideration, compensation, salary, wages, or other type of remuneration for services or work 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 the County to Contractor for services and work performed under this Agreement shall not exceed \$67,420 (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment.

Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in the Scope of Work, which were done at the County's request. The statement will cover the period from the first day of the preceding month through and including the last day of the preceding month. 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 the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

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

(2) The 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 five hundred dollars (\$1,500.00).

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

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

4. WORK SCHEDULE

Upon the issuance of a "Notice to Proceed," Contractor's obligation is to perform, in a timely manner, those services and work identified in the Scope of Work which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within the time frame set forth by the County. Contractor's attention is directed to the section 3 of the Federal Provisions attached hereto as Exhibit B which addresses time of completion and liquidated damages.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Contractor must be properly licensed as a contractor from contract award through Contract acceptance as set forth in Public Contract Code section 10164.

Any additional 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, contractor's licenses, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide the County, upon request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and the County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, the 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 and work identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. 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 the County.

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the 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, which 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, video tapes, 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 which 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 the County.

8. WORKERS' COMPENSATION

Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing services and work pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its

employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage.

9. PUBLIC WORK

A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is attached to this Agreement as a part of Attachment D.

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 under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment D.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment D.

E. Payroll Records.

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

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of

Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment D.

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

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

I. Overtime.

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

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, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

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

L. Determination of Applicable Rate

Payment for the work shall be made in accordance with the greater of the California General Prevailing Wage Rates or federal Predetermined Minimum Wage and Fringe Benefits, as established by the California Department of Industrial Relations and the U.S. Department of Labor, respectively, and in effect on the date of this Agreement.

10. INSURANCE

A. General Liability.

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed by Contractor under this Agreement. Such policy shall have a per occurrence combined single limit coverage of not less than one million dollars (\$1,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days' written notice to the County.

B. Business Vehicle.

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the services and work requested by the County, as described in the Scope of Work Letters issued pursuant to this Agreement. A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. The policy shall maintain a provision prohibiting the cancellation or modification of said policy except upon 30 days' prior written notice to the County.

C. Pollution Liability Insurance

Contractor shall purchase and thereafter maintain Pollution Liability insurance of not less than one million dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) policy aggregate covering liability arising from the sudden and accidental release of pollution."

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the County prior to Contractor commencing services and work requested by the County under this Agreement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials, officers, employees, and volunteers, or Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Subcontractors.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for Contractor.

F. Unemployment, Disability, and Liability Insurance

Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

11. BOND REQUIREMENTS

Contractor shall furnish and maintain in effect 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. Sample bond forms, acceptable to the County Counsel, are attached to this Agreement and may be utilized by Contractor. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement.

12. STATUS OF CONTRACTOR

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

A. Contractor (unless otherwise specified herein) 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 the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the 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 as employees of the County.

13. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the 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, employees, or subcontractors. 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, or 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 cost which is caused in whole or in part by any act or omission of Contractor, its agents, employees, suppliers, 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.

14. RECORDS, AUDIT, AND INSPECTION OF SITE

A. Records.

Contractor shall prepare and maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement and any other records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions ("Records"). Contractor shall maintain these records for a minimum of four years from the date of final payment under 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 the state, State Auditor, County, Federal Highways Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to the Records for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period the Records are to be maintained by Contractor. Further, the County, the state, and the FHWA shall have the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

15. NON-DISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate, harass, or allow harassment 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, religion, color, ancestry, national origin, physical disability, medical condition, marital status, age, sexual orientation, sex, and denial of family care leave. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations, which regulations are hereby incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

Contractor's attention is further directed to Section 9 of the Federal Provisions attached to this Agreement as Exhibit B, setting forth mandatory Title VI assurances for federal-aid contracts.

16. TERMINATION

Any termination of the Agreement shall be in accordance with and as set forth in Section 7 of Attachment C.

17. ASSIGNMENT

This is an agreement for the services of Contractor. The 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 monies due or to become due under this Agreement without the prior written consent of the County.

18. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

The County has set a DBE goal for this Agreement of 6%. Contractor must meet the goal by using DBEs as subcontractors, or document a good faith effort to have met the goal.

Contractor, sub-recipients, and subcontractors shall comply with all DBE requirements set forth in Section 1 of Attachment B.

19. DEFAULT

If Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare Contractor in default and terminate this Agreement as set forth in Section 7.2 of Attachment C. Contractor's attention is further directed to provisions related to liquidated damages for untimely performance set forth in Attachment C to this Agreement.

20. 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 29 below.

21. 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. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

22. CONFLICTS

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which 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.

Contractor shall disclose any financial, business, or other relationship with County that may have an impact on the outcome of this Agreement, or any ensuing County construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction project, which may follow.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion: to terminate the Agreement without liability;

to pay only for the value of the work actually performed; or to deduct from the contract price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

24. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the 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 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 the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

25. 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.

26. FUNDING LIMITATION

The ability of the 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, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 28 below.

27. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

28. ASSIGNMENT OF CLAIMS

Pursuant to Public Contract Code section 7103.5, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgement by the parties.

29. AMENDMENT

This Agreement may be extended, 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.

30. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to the respective parties as follows:

County of Mono:
Department of Public Works
Post Office Box 457
Bridgeport, California 93517

Contractor:
SIERRA VIEW EQUIPMENT INC.
Post Office Box 1486
Minden, NV 89423

31. ENTIRE AGREEMENT

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

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

COUNTY OF MONO:

CONTRACTOR:

By: _____
Name: _____
Title: County Administrative Officer
Date: _____

By: _____
Name: _____
Title: _____
Firm: SIERRA VIEW EQUIPMENT INC.
Date: _____
Tax ID: _____

APPROVED AS TO FORM:

County Counsel Date

APPROVED BY RISK MANAGEMENT

Jim Leddy Date

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND SIERRA VIEW EQUIPMENT INC. FOR
TOPAZ LANE BRIDGE MAINTENANCE PROJECT**

TERM:

FROM: September 2, 2014

TO: December 31, 2014

SCOPE OF WORK:

The County has selected and the Contractor shall construct project bid items **1 through 12**. The work to be done generally consists of the following:

The major work items of this Project are: repairing and painting timber bridge railing, removing unsound concrete and rock slope protection and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with Bid & Contract Documents, including the Project Manual and Project Plans and the Standard Specifications (2010) and the Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County's use.

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

Contractor shall complete and submit to County Local Assistance Procedures Manual (LAPM) Forms 15-G, 15-H, 17-O, and 17-F, provided with the Project Manual and incorporated herein by this reference.

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

SCHEDULE OF FEES:

See Bid Schedule, attached hereto as Attachment A1 and incorporated herein.

The total project cost shall not exceed \$67,420, unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval, authorization to proceed and payment shall be made for any additional items or tasks not initially specified in the scope of work.

WORK SCHEDULE:

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

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

BID SCHEDULE

TOPAZ LANE BRIDGE MAINTENANCE

PROJECT

Project No. BPMPL-5947(048)

BID ITEM	ESTIMATE D QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
1	1	LS	Lead Compliance Plan, at _____ _____ Per Lump Sum	\$ _____	\$ _____ 12,000
2	1	LS	Traffic Control System, at _____ _____ Per Lump Sum	\$ _____	\$ 5,000
3	1	LS	Prepare Water Pollution Control Plan, at _____ _____ Per Lump Sum	\$ _____	\$ 1,500 ⁰⁰
4	100	LF	Temporary Fence (Type ESA), at _____ _____ Per Linear Feet	12 ⁰⁰	1200 ⁰⁰
5	1	LS	Repair Post Grout Pockets, at _____ _____ Per Lump Sum	\$ _____	\$ 3,500 ⁰⁰
6	1	LS	Replace Post Grout Caps, at _____ _____ Per Lump Sum	\$ _____	\$ 6,000 ⁰⁰

BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
7	12	SQFT	Repair Spalled Surface Area, at _____ _____ Per Square Feet	200	2400 ⁰⁰
8	1	CF	Repair Unsound Concrete, at _____ _____ Per Cubic Feet	\$ 300	\$ 300 ⁰⁰
9	1	LS	Clean and Paint Timber Railing, at _____ _____ Per Lump Sum	\$ 12,000	\$ 12,000
10	32	CY	Rock Slope Protection (No.1, Method A), at _____ _____ Per Cubic Yard	\$ 250 ⁰⁰	\$ 8000 ⁰⁰
11	52	SQYD	Rock Slope Protection Fabric (Class 8), at _____ _____ Per Square Yard	10 ⁰⁰	520 ⁰⁰
12	1	LS	Mobilization, at _____ _____ Per Lump Sum	\$ _____	\$ 15,000

BID TOTAL: (sum of items 1 – 12)	\$ 67,420 ⁰⁰
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ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND SIERRA VIEW EQUIPMENT INC.
TOPAZ LANE BRIDGE MAINTENANCE PROJECT**

TERM:

FROM: September 2, 2014

TO: December 31, 2014

FEDERAL PROVISIONS

Required Federal-Aid Contract Provisions are attached hereto as Exhibit B1 and incorporated by this reference.

ATTACHMENT B1**FEDERAL PROVISIONS****TABLE OF CONTENTS**

*TOPAZ LANE OVER THE WALKER RIVER BRIDGE NO. 47C-0005
BP MPL-5947(048)*

Contents:

Required Federal-Aid Contract Language (LAPM Exhibit 12-G)

FHWA Form 1273 Required Contract Provisions Federal-Aid
Construction Contracts

Federal Prevailing Wage Requirements

Required Federal-Aid Contract Language (LAPM Exhibit 12-G)**SECTION 1. DISADVANTAGED BUSINESS ENTERPRISE (DBE)****1.1 Requirements**

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations), Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

The Contractor, sub-recipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for DBEs.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:
http://www.dot.ca.gov/hq/bep/find_certified.htm.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.

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

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

1.2 Commitment Submittal

The Contractor must submit the Local Agency Bidder DBE Commitment (Construction Contracts) form (Exhibit 15-G), included in the Project Manual, regardless of whether DBE participation is reported. If the form is not submitted with the bid, remove the form from the Proposal before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the County no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the County requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the County encourages you to submit a copy of the joint venture agreement.)

If the DBE Commitment form is not submitted within the specified time, the County will find your bid nonresponsive.

1.3 Good Faith Efforts Submittal

If the Contractor has not met the DBE goal, it must complete and submit the "DBE Information - Good Faith Efforts," form (Exhibit 15-H) with the bid showing that adequate good faith efforts were made to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the County no later than 4:00 p.m. on the 4th business day after bid opening.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project.

Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

1.4 Post-Bid Submittals

Failure of the bidder to fulfill the requirements of the Contract Documents for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on future public works contracts.

1.5 Subcontractor and DBE Records

Use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless you receive authorization for a substitution.

Contractor shall:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion,

complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Submit it within 90 days of contract acceptance. The County will withhold \$10,000 until the form is submitted. The County will release the withholding upon submission of the completed form.

1.6 Performance by DBEs

DBEs must perform work or supply materials as listed in the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in the Bid.

The Contractor may not terminate or substitute a listed DBE for convenience and perform the work with its own forces or obtain materials from other sources without authorization from the County.

The County may authorize a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Contractor stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. County determines other documented good cause.

If Contractor proposes to terminate or substitute a listed DBE, it must comply with the following: (1) Notify the original DBE of the intent to use other forces or material sources and provide the reasons; (2) Provide the DBE with 5 days to respond to the notice and advise the Contractor and the County of the reasons why the use of other forces or sources of materials should not occur.

Contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from the Contractor to the DBE regarding the request
3. Notices from the DBEs to the Contractor regarding the request

If a listed DBE is terminated or substituted, the Contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the County authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the County shall not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

SECTION 2: DIFFERING SITE CONDITIONS**2.1 Contractor's Notification**

The Contractor shall promptly notify the County's Engineer if it finds either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - 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

Contractor shall include details explaining the information it relied on and the material differences it discovered.

If Contractor fails to promptly notify the Engineer, it waives the differing site condition claim for the period between discovery of the differing site condition and notification to the Engineer.

If Contractor disturbs the site after discovery and before the Engineer's investigation, it waives the differing site condition claim.

2.2 Engineer's Investigation and Decision

Upon notification by the Contractor, the Engineer will investigate the job site conditions and:

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

SECTION 3: WORK SCHEDULE AND LIQUIDATED DAMAGES**3.1 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.

This work shall be diligently prosecuted to completion before the expiration of 20 WORKING DAYS beginning on the date set forth in the Notice to Proceed.

3.2 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 per day, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-20 available at http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf.

3.3 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 4: BUY AMERICA REQUIREMENTS

4.1 Requirements

Attention is directed to the "Buy America" requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; except:

1. Pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials;
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials

4.2 Certificate of Compliance

Contractor shall submit a Certificate of Compliance, conforming to the provisions in Section 6-1.07, Certificates of Compliance, of the Standard Specifications, for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work

SECTION 5: QUALITY ASSURANCE PROGRAM

The County uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. Contractor may examine the records and reports of tests the County performs if they are available at the job site. Contractor shall schedule work to allow time for QAP.

SECTION 6: PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

No retainage will be held by the County from progress payments due Contractor. Any retainage kept by the Contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Federal Law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days 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.

SECTION 7: FEDERAL TRAINEE PROGRAM

7.1 Applicability of this Part

This section applies only if a number of trainees or apprentices is specified in the special provisions.

7.2 Requirements (if applicable)

For the Federal training program, the number of trainees or apprentices is: 0.

As part of Contractor's equal opportunity affirmative action program, Contractor will provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

Contractor has primary responsibility for meeting this training requirement.

If Contractor subcontracts a contract part, Contractor shall determine how many trainees or apprentices are to be trained by the subcontractor.

Contractor shall include these training requirements in the subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Contractor shall distribute the number of apprentices or trainees among the work classifications on the basis of Contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, Contractor shall submit to the County:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the County's approval for this submitted information before starting work. The County credits the Contractor for each apprentice or trainee it employs on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Contractor shall show that it has made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Contractor's records must show the employee's answers to the questions.

In Contractor's training program, establish the minimum length and training type for each classification. The County and FHWA approve a program if one of the following is met:

1. It is calculated to:
 - Meet the Contractor's equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Contractor must obtain the State's approval for the training program before starting work involving the classification covered by the program.

Contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County reimburses Contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and Contractor does at least one of the following:
 - Contributes to the cost of the training
 - Provides the instruction to the apprentice or trainee
 - Pays the apprentice's or trainee's wages during the off-site training period
3. If Contractor complies this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill

2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. A copy of the program Contractor will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed.

SECTION 8: TITLE VI ASSURANCES

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (collectively referred to in this section as Contractor) agrees as follows:

1. **Compliance with Regulations.** Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination.** Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the California Department of Transportation and/or the County shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions.** Contractor shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as the County, California Department of Transportation, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the County or the California Department of Transportation enter into such litigation to protect their interests, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACTOR SHALL MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING ITS PERFORMANCE UNDER THIS SECTION.

FHWA-1273

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for

withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed

herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through

public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be

necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 2311 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid

highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be

included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under

construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer,

Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant

or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To

verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PREVAILING WAGE REQUIREMENTS:

Federal Predetermined Minimum Wage Rates and Fringe Benefits

The Federal Wage Rates are as set forth below.

General Decision Number: CA140031 08/22/2014 CA31

Superseded General Decision Number: CA20130031

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/24/2014
3	02/21/2014
4	03/07/2014
5	03/14/2014
6	04/11/2014
7	05/09/2014
8	05/23/2014
9	05/30/2014
10	06/06/2014
11	06/20/2014
12	07/04/2014
13	07/11/2014
14	07/18/2014
15	07/25/2014
16	08/01/2014
17	08/08/2014
18	08/22/2014

ASBE0005-001 06/30/2014

INYO AND KERN

	Rates	Fringes
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.34	16.09
Insulator/asbestos worker (Includes the application of		

all insulating materials,
 protective coverings,
 coatings & finishes to all
 types of mechanical systems).....\$ 35.44 19.36

 ASBE0005-005 06/24/2013

INYO AND KERN

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).....\$ 16.95	\$ 16.95	10.23

 ASBE0016-003 01/01/2014

MONO

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 44.05	\$ 44.05	18.62

 BOIL0092-005 10/01/2012

INYO AND KERN

	Rates	Fringes
BOILERMAKER.....\$ 41.17	\$ 41.17	28.27

 BOIL0549-003 01/01/2013

MONO COUNTY

	Rates	Fringes
BOILERMAKER.....\$ 38.37	\$ 38.37	31.32

 * BRCA0004-005 05/01/2014

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....\$ 36.40	\$ 36.40	12.85

*The wage scale for prevailing wage projects performed in
 Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine

Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	10.34
TERRAZZO WORKER/SETTER.....	\$ 33.63	11.13

BRCA0018-011 06/01/2014

	Rates	Fringes
TILE LAYER.....	\$ 35.14	14.33

BRCA0018-012 06/01/2014

KERN

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 23.78	9.84

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

CARP0409-006 07/01/2008

	Rates	Fringes
CARPENTER		
(01) Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer....	\$ 36.78	9.82
(02) Millwright.....	\$ 37.85	9.82
(03) Piledrivermen; Derrick barge; Bridge or		

Dock Carpenter; Heavy framer; Rockslinger; Rock Bargeman; Scowman.....	\$ 37.48	9.82
(04) Shingler (Commercial).....	\$ 36.91	9.82
(05) Table Power Saw Operator.....	\$ 36.88	9.82
(06) Pneumatic Nailer or Power Stapler.....	\$ 37.03	9.82
(07) Roof Loader of Shingles (Commercial).....	\$ 25.84	9.82
(08) Saw Filer.....	\$ 36.87	9.82
(09) Scaffold Builder.....	\$ 28.55	9.82

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

ELEC0428-001 12/01/2013

	Rates	Fringes
CABLE SPLICER		
China Lake Naval Weaons Center, Edwards AFB.....	\$ 44.92	3%+18.44
Remainder of Kern County.....	\$ 38.67	3%+18.44
ELECTRICIAN		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 41.40	3%+18.44
Remainder of Kern County.....	\$ 35.15	3%+18.44

ELEC0428-003 05/26/2014

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 29.03	11.12
Technician.....	\$ 30.83	11.17

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information

and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0440-003 05/26/2014

COMMUNICATIONS AND SYSTEMS WORK

INYO AND MONO COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 28.38	4%+11.45
Technician.....	\$ 30.18	4%+11.45

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

* ELEC0477-001 06/30/2014

INYO AND MONO

	Rates	Fringes
ELECTRICIAN.....	\$ 47.50	3%+19.78

CABLE SPLICER: \$1.00 above Electrician.

TUNNEL WORK: 10% above Electrician.

ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 50.30	15.00
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 40.17	14.56
(3) Groundman.....	\$ 30.73	13.48
(4) Powderman.....	\$ 44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.03	26.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
rate as vacation pay credit for employees with more than 5
years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
Labor Day, Veterans Day, Thanksgiving Day, Friday after
Thanksgiving, and Christmas Day.

ENGI0012-003 07/07/2014

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 39.05	22.25
GROUP 2.....	\$ 39.83	22.25
GROUP 3.....	\$ 40.12	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.86	22.25
GROUP 6.....	\$ 41.83	22.25
GROUP 8.....	\$ 41.94	22.25
GROUP 9.....	\$ 42.19	22.25
GROUP 10.....	\$ 42.06	22.25
GROUP 11.....	\$ 42.31	22.25
GROUP 12.....	\$ 42.23	22.25
GROUP 13.....	\$ 42.33	22.25
GROUP 14.....	\$ 42.36	22.25
GROUP 15.....	\$ 42.44	22.25
GROUP 16.....	\$ 42.56	22.25
GROUP 17.....	\$ 42.73	22.25
GROUP 18.....	\$ 42.83	22.25

GROUP 19.....	\$ 42.94	22.25
GROUP 20.....	\$ 43.06	22.25
GROUP 21.....	\$ 43.23	22.25
GROUP 22.....	\$ 43.33	22.25
GROUP 23.....	\$ 43.44	22.25
GROUP 24.....	\$ 43.56	22.25
GROUP 25.....	\$ 43.73	22.25

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 40.40	22.25
GROUP 2.....	\$ 41.18	22.25
GROUP 3.....	\$ 41.47	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.83	22.25
GROUP 6.....	\$ 41.94	22.25
GROUP 7.....	\$ 42.06	22.25
GROUP 8.....	\$ 42.23	22.25
GROUP 9.....	\$ 42.40	22.25
GROUP 10.....	\$ 43.40	22.25
GROUP 11.....	\$ 44.40	22.25
GROUP 12.....	\$ 45.40	22.25
GROUP 13.....	\$ 46.40	22.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 40.90	22.25
GROUP 2.....	\$ 41.68	22.25
GROUP 3.....	\$ 41.97	22.25
GROUP 4.....	\$ 42.11	22.25
GROUP 5.....	\$ 42.33	22.25
GROUP 6.....	\$ 42.44	22.25
GROUP 7.....	\$ 42.56	22.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator;

Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system

operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator;

Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County

boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2014

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 48.60	22.40
(2) Dredge dozer.....	\$ 42.63	22.40
(3) Deckmate.....	\$ 42.52	22.40
(4) Winch operator (stern winch on dredge).....	\$ 41.97	22.40
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 41.43	22.40
(6) Barge Mate.....	\$ 42.04	22.40

* IRON0377-002 07/01/2014

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	17.74
Ornamental, Reinforcing and Structural.....	\$ 33.50	26.74

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0220-002 07/01/2014

KERN COUNTY

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 35.74	16.48
GROUP 2.....	\$ 36.06	16.48
GROUP 3.....	\$ 36.52	16.48
GROUP 4.....	\$ 37.21	16.48
LABORER		
GROUP 1.....	\$ 30.19	16.48
GROUP 2.....	\$ 30.74	16.48
GROUP 3.....	\$ 31.29	16.48
GROUP 4.....	\$ 32.84	16.48
GROUP 5.....	\$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger

mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-005 07/01/2014

KERN COUNTY

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LABO0300-005 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.00	15.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2014

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 34.79	17.92
GROUP 2.....	\$ 33.84	17.92
GROUP 3.....	\$ 30.30	17.92

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

 LABO0783-001 07/01/2014

INYO AND MONO COUNTIES

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 35.74	16.48
GROUP 2.....	\$ 36.06	16.48
GROUP 3.....	\$ 36.52	16.48
GROUP 4.....	\$ 37.21	16.48
LABORER		
GROUP 1.....	\$ 30.19	16.48
GROUP 2.....	\$ 30.74	16.48
GROUP 3.....	\$ 31.29	16.48
GROUP 4.....	\$ 32.84	16.48
GROUP 5.....	\$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material

loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize

concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-004 07/01/2014

INYO AND MONO COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LABO1184-001 07/01/2014

Rates Fringes

Laborers: (HORIZONTAL
DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...	\$ 31.65	13.33
(2) Vehicle Operator/Hauler.	\$ 31.82	13.33
(3) Horizontal Directional Drill Operator.....	\$ 33.67	13.33
(4) Electronic Tracking Locator.....	\$ 35.67	13.33

Laborers: (STRIPING/SLURRY
SEAL)

GROUP 1.....	\$ 32.56	16.28
GROUP 2.....	\$ 33.86	16.28
GROUP 3.....	\$ 35.87	16.28
GROUP 4.....	\$ 37.61	16.28

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pottender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-009 01/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 29.93	15.41

PAIN0036-021 07/01/2014

INYO AND MONO COUNTIES

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 26.02	12.28
(2) Repaint.....	\$ 23.84	12.28
(4) All other work.....	\$ 26.02	12.28
(5) Industrial.....	\$ 31.12	12.33

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.
 HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

 PAIN0169-002 01/01/2013

	Rates	Fringes
GLAZIER.....	\$ 32.48	18.20

 PAIN1247-001 01/01/2014

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 29.85	12.56

 * PLAS0200-007 08/06/2014

	Rates	Fringes
PLASTERER.....	\$ 37.43	13.28

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

 PLAS0500-002 07/07/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 31.85	19.55

 PLUM0345-001 07/01/2014

	Rates	Fringes
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PLUMBER

Landscape/Irrigation Fitter.\$ 29.27	19.75
Sewer & Storm Drain Work....\$ 33.24	17.13

PLUM0460-002 07/01/2013

	Rates	Fringes
PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration)		
0 to 40 miles radius from 6718 Meany Avenue in Bakersfield.....\$ 40.57	40.57	22.84
40 to 75 miles radius.....\$ 45.07	45.07	22.84
75 miles to 100 miles radius.....\$ 47.57	47.57	22.84
over 100 miles radius.....\$ 51.07	51.07	22.84

FOOTNOTE: Work from a swinging scaffold, swinging basket, spider or from a bosun chair: 10% above the regular rate of pay for that day.

ROOF0027-001 01/01/2014

	Rates	Fringes
ROOFER.....\$ 24.47	24.47	13.30

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

SFCA0669-007 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....\$ 34.19	34.19	19.37

SHEE0105-003 07/01/2014

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....\$ 40.79	40.79	23.75
(2) Industrial work including air pollution control systems, noise abatement, hand rails,		

guard rails, excluding
 aritechtrual sheet metal
 work, excluding A-C,
 heating, ventilating
 systems for human comfort...\$ 40.79 23.75

 SHEE0105-004 07/01/2014

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North
 of a straight line drawn between Gorman and Big Pines including
 Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 30.91	23.71

 TEAM0011-002 07/01/2013

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 27.59	22.69
GROUP 2.....	\$ 27.74	22.69
GROUP 3.....	\$ 27.87	22.69
GROUP 4.....	\$ 28.06	22.69
GROUP 5.....	\$ 28.09	22.69
GROUP 6.....	\$ 28.12	22.69
GROUP 7.....	\$ 28.37	22.69
GROUP 8.....	\$ 28.62	22.69
GROUP 9.....	\$ 28.82	22.69
GROUP 10.....	\$ 29.12	22.69
GROUP 11.....	\$ 29.62	22.69
GROUP 12.....	\$ 30.05	22.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
 El Centro Naval Facility, Fort Irwin, Marine Corps
 Logistics Base at Nebo & Yermo, Mountain Warfare Training
 Center, Bridgeport, Point Arguello, Point Conception,
 Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
 axles; Traffic control pilot car excluding moving heavy
 equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
 axles; Boot person; Cement mason distribution truck; Fuel
 truck driver; Water truck - 2 axle; Dump truck, less than
 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete

truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with

characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT C

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND SIERRA VIEW EQUIPMENT INC. FOR
TOPAZ LANE BRIDGE MAINTENANCE PROJECT**

TERM:

FROM: September 2, 2014

TO: December 31, 2014

ADDITIONAL COUNTY CONTRACT TERMS

See additional contract requirements applicable to construction projects, attached hereto as Attachment C1 and incorporated by this reference.

ATTACHMENT C1
ADDITIONAL COUNTY CONTRACT TERMS

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

Where the following terms are used in this attachment, 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, the Project Plans, these Special Provisions, the Technical Specifications, Caltrans Standard Plans and Specifications dated 2010, and the QAP Plan.
- 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, stated in the proposal, allowed 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 the contract to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In case of conflict between the Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan, California Department of Transportation (Caltrans) Standard Plans and Specifications dated 2010 or other portions of the Contract Documents, including the Invitation for Bids, Instructions to Bidders, the Agreement and all its attachments, the County shall determine which provision takes precedence and will be used in lieu of such conflicting portions.

SECTION 2. PERFORMANCE OF WORK

2.1 SITE ACCESS, USE OF PREMISES, AND HOURS OF WORK.

- A. Work shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (no operations allowed on Sundays).
- 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, until final acceptance, 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.

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 the Special Provisions. 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 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, will be performed by separate contract.

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

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

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

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

3.2 APPLICABILITY TO SUBCONTRACTORS

The certification and disclosure of lobbying activities forms provided in the Project Manual shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

3.3 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, subcontractors and any lower-tier contractors. 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. The County of Mono may refer the violation to the Contractors State License Board as provided under Pub Cont 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.

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.

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 set forth in Attachment B of the Contract. 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 bidder's attention is invited to other provisions of the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code, 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 10 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 10 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.

Please refer to the Federal Provisions, attached to the Agreement for further information.

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

As this project is not funded under the Appalachian Regional Development Act of 1965, Attachment A – Employment and Materials Preference For Appalachian Development Highway System or Appalachian Local Access Road Contracts in the Federal Provisions 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, QAP Plan, 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 5 calendar days after the date of the Notice of 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.

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

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 an 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 Superintendent proves to be unsatisfactory to the Contractor or ceases to be in its employ.

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

6.4 CONTRACTOR PERSONNEL.

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

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.

Subject to below Section 7.2, below, 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 7.3. 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 Inexcusable 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 disregards Applicable Code 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.

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 continue as the portion of Work already performed and, subject to Contractor's obligations above, as to bona fide obligations assumed by the Contractor prior to the date of termination. However, termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

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 this Section 7.2; and the Contractor will be entitled to no other compensation or damages and expressly waives same."

SECTION 8. MATERIALS

8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

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

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

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

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

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.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 7-1.02, "Load Limitations," of the Standard Specifications. The Contractor shall take all

necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

9.6 PERMITS.

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

9.7 CONSTRUCTION LAYOUT AND STAKES.

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

9.8 TESTING.

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, and these Special Provisions, the County will provide testing services for installed work.

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. 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, is attached at the end of these Special Provisions.

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 these Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

9.12 MAINTENANCE DURING CONSTRUCTION.

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

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

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

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

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

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

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

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

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

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

10.3 WATER SUPPLY.

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

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

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

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

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

10.4 EXISTING FACILITIES.

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

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

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

11.2 ATTENDEES.

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

SECTION 12. PROJECT CLOSEOUT

12.1 RECORD DRAWINGS.

The Contractor shall maintain a set of accurate record drawings during the course of the project. Any project work completed that varies from the plans as issued shall be legibly noted on the Record Drawings in red ink. Both text and line work shall be used to reflect the changes. At the completion of the project and prior to final payment, the record drawings shall be delivered to the County and, upon receipt, be maintained as the property of the County.

ATTACHMENT D

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND SIERRA VIEW EQUIPMENT INC. FOR
TOPAZ BRIDGE NO. 47C-0005 MAINTENANCE PROJECT**

TERM:

FROM: September 2, 2014

TO: December 31, 2014

CALIFORNIA LABOR CODE PROVISIONS

Copies of referenced California Labor Code sections (1771, 1775, 1776, 1777.5, 1813, & 1815), presented as Attachment D1, are attached hereto and incorporated herein.

ATTACHMENT D1

CALIFORNIA LABOR CODE:

Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
 - (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the

Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
 - (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
 - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.

- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- (f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- (g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the

contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- (h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- (i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
 - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any

subcontractor under a contractor who performs any public works not excluded by subdivision (o).

- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

ATTACHMENT E

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND SIERRA VIEW EQUIPMENT INC. FOR
TOPAZ BRIDGE NO. 47C-0005 MAINTENANCE PROJECT**

TERM:

FROM: September 2, 2014

TO: December 31, 2014

SAMPLE BOND FORMS

See attached sample Faithful and Performance Bond, Labor and Materials Payment Bond, and Maintenance-Warranty Bond.

FAITHFUL PERFORMANCE 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 Agreement hereto annexed, shall faithfully perform each and all of the conditions of said Agreement to be performed by it, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials, other than material, if any, agreed to be furnished by the County, necessary to perform and complete in a good workmanlike manner the work of TOPAZ LANE BRIDGE MAINTENANCE PROJECT in strict conformity with the terms and conditions set forth in the Agreement hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and the said Surety, for value received, 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 any way 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.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs, and to be included in the judgment therein rendered, provided however, that the amount of such attorney's fee and the amount payable hereunder for Contractor's failure of faithful performance shall not exceed the principal amount of this bond.

DRAFT

Contractor Date

APPROVED AS TO FORM:

DRAFT

Surety Date

DRAFT

County Counsel Date

(Attach acknowledgement)

LABOR AND MATERIALS PAYMENT 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 Agreement hereto annexed, or its subcontractor, fails to pay for any materials, provisions, provider or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done by said Contractor, namely to furnish all tools, equipment, apparatus, facilities, transportation, materials, and labor in a good workmanlike manner for the work of TOPAZ LANE BRIDGE MAINTENANCE PROJECT, in strict conformity with the terms and conditions set forth in the Agreement hereto annexed, or fails to pay for any work or labor done thereon of any kind or fails to pay for amounts due pursuant to Civil Code Section 9554, or fails to pay any of the persons named in Civil Code Section 9100, 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.

This bond is executed in accordance with the requirements of Title XV of the Civil Code and is subject to the provisions thereof, and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Civil Code Section 9100, or to their assigns, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

DRAFT

Contractor Date

APPROVED AS TO FORM:

DRAFT

Surety Date

DRAFT

County Counsel Date

(Attach acknowledgements)

MAINTENANCE-WARRANTY BOND

WHEREAS, County of Mono (hereinafter "County") and _____, (hereinafter "Principal"), have entered in an agreement whereby the Principal agrees to construct, complete, and warrant for one year certain designated public projects, which agreement, dated _____, 20____, and identified herein as the "Agreement", is hereby referred to and made a part hereof; and

WHEREAS, Under the terms of the Agreement, the Principal is required to warrant and guarantee all materials and work done pursuant to the Agreement for a period of one year from the date of recordation of the Notice of Completion or acceptance of the work by the Mono County Public Works Director, whichever occurs later;

NOW THEREFORE, Principal and _____ as surety (hereinafter "Surety"), are held and firmly bound unto the County of Mono in the sum of _____ (\$XX.XX) 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.

The condition of the above obligation is that if said Principal, its successors and assigns, as set forth in the Agreement, fail to maintain and remedy in a good workmanlike manner the work and materials set forth in the Agreement, such that it is free from defects in materials and workmanship for a period of one year commencing on the date of filing of the Notice of Completion or acceptance of the work by the Mono County Public Works Director, whichever occurs later (the "Maintenance Period"), 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, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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 or other than any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the period of limitation set forth 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.

Principal Date
(Attach acknowledgement by Notary Public)
Public)

Principal Date
(Attach acknowledgement by Notary
Public)

APPROVED AS TO FORM:

Surety Date

County Counsel Date

(Attach acknowledgement by Notary Public And Power of Attorney)

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REGULAR AGENDA REQUEST

Print

MEETING September 2, 2014
DATE

Departments: Public Works

TIME 10 minutes (5 minute
REQUIRED presentation; 5 minute
 discussion)

PERSONS Garrett Higerd
APPEARING
BEFORE THE
BOARD

SUBJECT Contract Award for the June
 Lake Streets Rehabilitation
 Project

AGENDA DESCRIPTION:

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

The major work of this project is rehabilitation of up to 8 miles of County owned and maintained streets and roads in June Lake. The project also includes drainage improvements, signage and driveway transitions.

RECOMMENDED ACTION:

Based on this staff report concerning bids received in response to a solicitation for bids: 1) identify Qualcon Contractors, Inc. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize Public Works Director’s signature on contract with Qualcon Contractors, Inc. for the June Lake Streets Rehabilitation Project in an amount not to exceed \$3,186,709.00; 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, in an amount not to exceed \$171,835.45 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$3,355,000 for the construction phase of this project on May 21, 2014. On July 18, 2014, \$60,400 was transferred from the Plans Specifications and Estimate (PS&E) and Right of Way (ROW) phases to the construction phase. An additional \$83,597.10 is also available in the June Lake Drainage Zone of Benefit to fund a portion of the drainage improvements in this project. Therefore, the total funding available for the construction phase is \$3,498,997.10. Contractor payments will not impact the General Fund.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.924.1802 / ghigerd@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING***

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report and attachments](#)

History

Time	Who	Approval
8/26/2014 7:44 AM	County Administrative Office	Yes
8/26/2014 11:11 AM	County Counsel	Yes
8/26/2014 10:15 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: September 2, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Re: Contract Award for the June Lake Streets Rehabilitation Project

Recommended Action:

Based on this staff report concerning bids received in response to a solicitation for bids: 1) identify Qualcon Contractors, Inc. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize Public Works Director's signature on contract with Qualcon Contractors, Inc. for the June Lake Streets Rehabilitation Project in an amount not to exceed \$3,186,709.00; 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, in an amount not to exceed \$171,835.45 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fiscal Impact:

This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$3,355,000 for the construction phase of this project on May 21, 2014. On July 18, 2014, \$60,400 was transferred from the Plans Specifications and Estimate (PS&E) and Right of Way (ROW) phases to the construction phase. An additional \$83,597.10 is also available in the June Lake Drainage Zone of Benefit to fund a portion of the drainage improvements in this project. Therefore, the total funding available for the construction phase is \$3,498,997.10. Contractor payments will not impact the General Fund.

Background:

This project was first programmed for use of STIP funds by the Mono LTC in 2008. The major work item of this project is rehabilitation of approximately 8 miles of County owned and maintained streets and roads in June Lake. The project also includes drainage improvements, signage and driveway transitions. The project plans and manual were approved at the Board meeting of July 15, 2014, an optional pre-bid meeting was held in Bridgeport on Monday August 5, 2014, and 4 bids were received on August 19, 2014. See the Bid Tabulation attached as Exhibit 1.

Staff recommends that the Board of Supervisors award the contract to Qualcon Contractors, Inc., which submitted a responsive bid and is the lowest responsible bidder. Crack Treatment

and Slurry seal of North Shore Drive was included as a bid alternate; however, sufficient funding is not available to contract for these work items at this time. Staff will monitor the budget closely and may be able to accommodate some portion of the North Shore Drive Crack Treatment and Slurry Seal work later via a contract change order. See the contract attached as Exhibit 2.

County staff will perform inspection duties for this project and survey staking and quality assurance testing will be performed by a local consultants. Construction is expected to begin in September.

Please contact me at 760.932.5457 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE
Assistant Public Works Director

Attachments: Exhibit 1 – Bid Tabulation
Exhibit 2 – Qualcon Contractor Agreement

August 19, 2014 - Bid Tabulation June Lake Streets Rehabilitation Project

		Qualcon Contractors, Inc	A & K Earth Movers, Inc.	Herback General Engineering, LLC	Spieess Construction Company, Inc					
		\$ 3,349,679.00	\$ 3,487,000.00	\$ 3,943,604.50	\$ 4,194,352.00					
BIDDER'S GRAND TOTAL (INCLUDES BASE BID AND ALL ALTERNATES)										
3,349,679										
BASE BID TOTAL: (sum of items 1 through 36) \$ 1,420,660.00 \$ 1,493,049.00 \$ 1,473,558.00 \$ 1,720,450.00										
ALTERNATE A TOTAL: (sum of items A-1 through A-4 Minus A5) \$ 441,374.00 \$ 484,716.00 \$ 800,791.50 \$ 642,557.00										
ALTERNATE B TOTAL: (sum of items B-1 through B-20 only) \$ 547,915.00 \$ 539,495.00 \$ 548,196.00 \$ 621,995.00										
ALTERNATE C TOTAL: (sum of items C-1 through C-17 only) \$ 776,760.00 \$ 786,870.00 \$ 932,196.00 \$ 954,840.00										
ALTERNATE D TOTAL: (sum of items D-1 through D-5 and D-7 through D-10 only) \$ 162,970.00 \$ 182,870.00 \$ 188,863.00 \$ 254,510.00										
BASE BID: Street Reconstruction - (Alderman St, Bruce St, Crawford Ave (South), Foster Ave, Granite, Ave, Gull Lake Rd, Marina, Howard Ave, Knoll Ave, Leonard Dr. (LOWER), Lakeview Dr.										
BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	
1	Mobilization	1	LS	\$ 120,000.00	\$ 120,000.00	\$ 187,374.00	\$ 187,374.00	\$ 75,815.00	\$ 75,815.00	
2	Maintaining Traffic/Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	75000	\$ 75,000.00	45790	\$ 45,790.00	
3	Erosion Control, including preparation of SWPPP	1	LS	\$ 14,000.00	\$ 14,000.00	22150	\$ 22,150.00	24546	\$ 24,546.00	
4	Pulverization	3600	SY	\$ 5.00	\$ 18,000.00	4	\$ 4.00	5.7	\$ 20,520.00	
5	Grind existing Asphalt (3 inch depth), including Haul and Stockpiling	18620	SY	\$ 9.00	\$ 167,580.00	3	\$ 55,860.00	3.2	\$ 59,584.00	
6	3-inch HMA	3625	TON	\$ 146.00	\$ 529,250.00	150	\$ 543,750.00	165	\$ 598,125.00	
7	Driveway Transition	9200	SF	\$ 6.00	\$ 55,200.00	12.5	\$ 115,000.00	9.28	\$ 85,376.00	
8	Pavers	2500	SF	\$ 17.00	\$ 42,500.00	9.5	\$ 23,750.00	22.5	\$ 56,250.00	
9	Drainage Inlet, 24"x24", Connector Pipe, Hood and Screen Insert. (Sand/Oil separator)	17	EA	\$ 5,000.00	\$ 85,000.00	3300	\$ 56,100.00	6000	\$ 102,000.00	
10	Drainage Inlet, 60", Connector Pipe, Hood and Screen Insert. (Sand/Oil separator)	1	EA	\$ 7,500.00	\$ 7,500.00	7500	\$ 7,500.00	19150	\$ 19,150.00	
11	Screen Insert (Sand/Oil separator)	6	EA	\$ 5,000.00	\$ 30,000.00	4400	\$ 26,400.00	7970	\$ 47,820.00	
12	Storm Drain Pipe - 12" Slotted Drain	180	LF	\$ 120.00	\$ 21,600.00	150	\$ 27,000.00	133.5	\$ 24,030.00	
13	Storm Drain Pipe - 12"	325	LF	\$ 90.00	\$ 29,250.00	110	\$ 35,750.00	61	\$ 19,825.00	
14	Storm Drain Pipe - 18"	262	LF	\$ 100.00	\$ 26,200.00	115	\$ 30,130.00	137	\$ 35,894.00	
15	Storm Drain Pipe - 24"	50	LF	\$ 170.00	\$ 8,500.00	140	\$ 7,000.00	288	\$ 14,400.00	
16	Storm Drain Pipe - 27"	260	LF	\$ 190.00	\$ 49,400.00	185	\$ 48,100.00	152	\$ 39,520.00	
17	Storm Drain Pipe - 30"	91	LF	\$ 240.00	\$ 21,840.00	200	\$ 30,300.00	333	\$ 39,303.00	
18	Storm Drain Pipe - 36"	164	LF	\$ 210.00	\$ 34,440.00	275	\$ 45,100.00	251	\$ 41,164.00	
19	Flared End Section	4	EA	\$ 600.00	\$ 2,400.00	1200	\$ 4,800.00	839	\$ 3,356.00	
20	Concrete Headwall	6	EA	\$ 5,000.00	\$ 30,000.00	5600	\$ 33,600.00	5340	\$ 32,040.00	
21	Graded Swale	100	LF	\$ 50.00	\$ 5,000.00	10	\$ 1,000.00	9.5	\$ 950.00	
22	Sign - Street Signs	43	EA	\$ 200.00	\$ 8,600.00	330	\$ 14,190.00	183	\$ 7,869.00	
23	Sign - Stop	17	EA	\$ 200.00	\$ 3,400.00	165	\$ 2,805.00	139	\$ 2,363.00	
24	Sign - Accessible	2	EA	\$ 100.00	\$ 200.00	330	\$ 660.00	67	\$ 134.00	
25	4-inch Solid White Stripe (Paint)	1	LS	\$ 4,000.00	\$ 4,000.00	6000	\$ 6,000.00	4249	\$ 4,249.00	
26	6-inch Dashed Yellow Center Stripe	1	LS	\$ 2,000.00	\$ 2,000.00	3000	\$ 3,000.00	1662	\$ 1,662.00	
27	Painted Stop Bar	300	LF	\$ 2.00	\$ 600.00	1.5	\$ 450.00	2.25	\$ 675.00	
28	Painted Stop Marking	15	EA	\$ 80.00	\$ 1,200.00	80	\$ 1,200.00	67	\$ 1,005.00	
29	PARKING SPACE MARKING	1	LS	\$ 200.00	\$ 200.00	300	\$ 300.00	112	\$ 112.00	
30	VAN ACCESSIBLE MARKING	2	LS	\$ 250.00	\$ 500.00	125	\$ 250.00	235	\$ 470.00	
31	Snow Poles	180	EA	\$ 90.00	\$ 16,200.00	95	\$ 17,100.00	106	\$ 19,080.00	
32	Adjust Manhole to Grade	33	EA	\$ 900.00	\$ 29,700.00	800	\$ 26,400.00	546	\$ 18,018.00	
33	Adjust Valve to Grade	25	EA	\$ 500.00	\$ 12,500.00	450	\$ 11,250.00	396	\$ 9,900.00	
33	Monuments	11	LS	\$ 500.00	\$ 5,500.00	600	\$ 6,600.00	457	\$ 5,027.00	
34	Metal Beam Guardrail	100	LF	\$ 100.00	\$ 10,000.00	180	\$ 18,000.00	196	\$ 19,600.00	
35	Sign Post	24	EA	\$ 300.00	\$ 7,200.00	220	\$ 5,280.00	229	\$ 5,496.00	
36	Cobble Swale	40	SF	\$ 30.00	\$ 1,200.00	40	\$ 1,600.00	36	\$ 1,440.00	
						21.5	\$	21.5	\$	860.00

EXHIBIT 1

ALTERNATE A: (Add Gutters on streets in the Town of June Lake)									
BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
A-1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	58250	\$ 58,250.00	34292	\$ 34,292.00
A-2	Ribbon Gutter, including base and subgrade prep	12750	LF	\$ 33.00	\$ 420,750.00	27.1	\$ 345,525.00	57	\$ 726,750.00
A-3	Cross Gutter and Spandrel, including base and subgrade prep	3027	SF	\$ 12.00	\$ 36,324.00	33	\$ 99,891.00	18.5	\$ 55,999.50
A-4	Drainage Inlet, 24"x24", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	10	EA	\$ 4,500.00	\$ 45,000.00	3100	\$ 31,000.00	5800	\$ 58,000.00
A-5	3-inch HMA delete	450	TON	\$ 146.00	\$ 65,700.00	111	\$ 49,950.00	165	\$ 74,250.00
					\$ 507,074.00		\$ 534,666.00		\$ 875,041.50
					\$ 65,700.00		\$ 49,950.00		\$ 74,250.00
					\$ 507,074.00		\$ 534,666.00		\$ 875,041.50
					\$ 65,700.00		\$ 49,950.00		\$ 74,250.00
ALTERNATE A TOTAL: (sum of items A-1 through A-4 Minus A5)									
					\$ 441,374.00		\$ 484,716.00		\$ 800,791.50
ALTERNATE B: (Big Rock Rd, Brenner St, Crawford Ave (North), Dream Mountain Rd., Forest Rd, Lyle Terrace Rd.									
BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
B-1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	48000	\$ 48,000.00	19037	\$ 19,037.00
B-2	Maintaining Traffic/Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	12000	\$ 12,000.00	10586	\$ 10,586.00
B-3	Erosion Control, including additional SWPPP work for this alternate	1	LS	\$ 25,000.00	\$ 25,000.00	7000	\$ 7,000.00	3615	\$ 3,615.00
B-4	Pulverization	7850	SY	\$ 9.00	\$ 70,650.00	4	\$ 31,400.00	5.8	\$ 45,530.00
B-5	Grind existing Asphalt (3 inch depth), including Haul and Stockpiling	5740	SY	\$ 8.00	\$ 45,920.00	3.75	\$ 21,525.00	3.35	\$ 19,229.00
B-6	3-inch HMA	2220	TON	\$ 146.00	\$ 324,120.00	155	\$ 344,100.00	165	\$ 366,300.00
B-7	Driveway Transition	2900	SF	\$ 6.00	\$ 17,400.00	12.5	\$ 36,250.00	8.4	\$ 24,360.00
B-8	Drainage Inlet, Connector Pipe, 24"x36", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	1	EA	\$ 4,500.00	\$ 4,500.00	3000	\$ 3,000.00	5972	\$ 5,972.00
B-9	Storm Drain Pipe - 18"	35	LF	\$ 85.00	\$ 2,975.00	115	\$ 4,025.00	138	\$ 4,830.00
B-10	Flared End Section	1	EA	\$ 600.00	\$ 600.00	450	\$ 450.00	769	\$ 769.00
B-11	Sign - Street Signs	12	EA	\$ 200.00	\$ 2,400.00	330	\$ 3,960.00	183	\$ 2,196.00
B-12	Sign - Stop	6	EA	\$ 200.00	\$ 1,200.00	165	\$ 990.00	139	\$ 834.00
B-13	4-inch Solid White Stripe (Paint)	1	LS	\$ 3,000.00	\$ 3,000.00	2800	\$ 2,800.00	3130	\$ 3,130.00
B-14	6-inch Dashed Yellow Center Stripe	1	LS	\$ 1,500.00	\$ 1,500.00	1300	\$ 1,300.00	1233	\$ 1,233.00
B-15	Painted Stop Bar	100	LF	\$ 2.00	\$ 200.00	1.5	\$ 150.00	2.25	\$ 225.00
B-16	Painted Stop Marking	5	EA	\$ 100.00	\$ 500.00	85	\$ 425.00	67	\$ 335.00
B-17	Snow Poles	120	EA	\$ 90.00	\$ 10,800.00	95	\$ 11,400.00	106	\$ 12,720.00
B-18	Adjust Manhole to Grade	1.1	EA	\$ 900.00	\$ 990.00	800	\$ 8,800.00	546	\$ 6,006.00
B-19	Monuments	1	LS	\$ 450.00	\$ 450.00	600	\$ 600.00	19915	\$ 19,915.00
B-20	Sign Post	6	EA	\$ 300.00	\$ 1,800.00	220	\$ 1,320.00	229	\$ 1,374.00
					\$ 547,915.00		\$ 539,495.00		\$ 548,196.00
ALTERNATE B TOTAL: (sum of items B-1 through B-20 only)									
					\$ 547,915.00		\$ 539,495.00		\$ 548,196.00

BASE BID TOTAL: (sum of items 1 through 36)	\$ 1,420,660.00
	\$ 1,493,049.00
	\$ 1,473,558.00
	\$ 1,720,450.00

ALTERNATE A: (Add Gutters on streets in the Town of June Lake)									
BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
A-1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	58250	\$ 58,250.00	34292	\$ 34,292.00
A-2	Ribbon Gutter, including base and subgrade prep	12750	LF	\$ 33.00	\$ 420,750.00	27.1	\$ 345,525.00	57	\$ 726,750.00
A-3	Cross Gutter and Spandrel, including base and subgrade prep	3027	SF	\$ 12.00	\$ 36,324.00	33	\$ 99,891.00	18.5	\$ 55,999.50
A-4	Drainage Inlet, 24"x24", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	10	EA	\$ 4,500.00	\$ 45,000.00	3100	\$ 31,000.00	5800	\$ 58,000.00
A-5	3-inch HMA delete	450	TON	\$ 146.00	\$ 65,700.00	111	\$ 49,950.00	165	\$ 74,250.00
					\$ 507,074.00		\$ 534,666.00		\$ 875,041.50
					\$ 65,700.00		\$ 49,950.00		\$ 74,250.00
					\$ 507,074.00		\$ 534,666.00		\$ 875,041.50
					\$ 65,700.00		\$ 49,950.00		\$ 74,250.00
ALTERNATE A TOTAL: (sum of items A-1 through A-4 Minus A5)									
					\$ 441,374.00		\$ 484,716.00		\$ 800,791.50

ALTERNATE B: (Big Rock Rd, Brenner St, Crawford Ave (North), Dream Mountain Rd., Forest Rd, Lyle Terrace Rd.									
BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
B-1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	48000	\$ 48,000.00	19037	\$ 19,037.00
B-2	Maintaining Traffic/Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	12000	\$ 12,000.00	10586	\$ 10,586.00
B-3	Erosion Control, including additional SWPPP work for this alternate	1	LS	\$ 25,000.00	\$ 25,000.00	7000	\$ 7,000.00	3615	\$ 3,615.00
B-4	Pulverization	7850	SY	\$ 9.00	\$ 70,650.00	4	\$ 31,400.00	5.8	\$ 45,530.00
B-5	Grind existing Asphalt (3 inch depth), including Haul and Stockpiling	5740	SY	\$ 8.00	\$ 45,920.00	3.75	\$ 21,525.00	3.35	\$ 19,229.00
B-6	3-inch HMA	2220	TON	\$ 146.00	\$ 324,120.00	155	\$ 344,100.00	165	\$ 366,300.00
B-7	Driveway Transition	2900	SF	\$ 6.00	\$ 17,400.00	12.5	\$ 36,250.00	8.4	\$ 24,360.00
B-8	Drainage Inlet, Connector Pipe, 24"x36", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	1	EA	\$ 4,500.00	\$ 4,500.00	3000	\$ 3,000.00	5972	\$ 5,972.00
B-9	Storm Drain Pipe - 18"	35	LF	\$ 85.00	\$ 2,975.00	115	\$ 4,025.00	138	\$ 4,830.00
B-10	Flared End Section	1	EA	\$ 600.00	\$ 600.00	450	\$ 450.00	769	\$ 769.00
B-11	Sign - Street Signs	12	EA	\$ 200.00	\$ 2,400.00	330	\$ 3,960.00	183	\$ 2,196.00
B-12	Sign - Stop	6	EA	\$ 200.00	\$ 1,200.00	165	\$ 990.00	139	\$ 834.00
B-13	4-inch Solid White Stripe (Paint)	1	LS	\$ 3,000.00	\$ 3,000.00	2800	\$ 2,800.00	3130	\$ 3,130.00
B-14	6-inch Dashed Yellow Center Stripe	1	LS	\$ 1,500.00	\$ 1,500.00	1300	\$ 1,300.00	1233	\$ 1,233.00
B-15	Painted Stop Bar	100	LF	\$ 2.00	\$ 200.00	1.5	\$ 150.00	2.25	\$ 225.00
B-16	Painted Stop Marking	5	EA	\$ 100.00	\$ 500.00	85	\$ 425.00	67	\$ 335.00
B-17	Snow Poles	120	EA	\$ 90.00	\$ 10,800.00	95	\$ 11,400.00	106	\$ 12,720.00
B-18	Adjust Manhole to Grade	1.1	EA	\$ 900.00	\$ 990.00	800	\$ 8,800.00	546	\$ 6,006.00
B-19	Monuments	1	LS	\$ 450.00	\$ 450.00	600	\$ 600.00	19915	\$ 19,915.00
B-20	Sign Post	6	EA	\$ 300.00	\$ 1,800.00	220	\$ 1,320.00	229	\$ 1,374.00
					\$ 547,915.00		\$ 539,495.00		\$ 548,196.00
ALTERNATE B TOTAL: (sum of items B-1 through B-20 only)									
					\$ 547,915.00		\$ 539,495.00		\$ 548,196.00

ALTERNATE A: (Add Gutters on streets in the Town of June Lake)									
BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
A-1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	58250	\$ 58,250.00	34292	\$ 34,292.00
A-2	Ribbon Gutter, including base and subgrade prep	12750	LF	\$ 33.00	\$ 420,750.00	27.1	\$ 345,525.00	57	\$ 726,750.00
A-3	Cross Gutter and Spandrel, including base and subgrade prep	3027	SF	\$ 12.00	\$ 36,324.00	33	\$ 99,891.00	18.5	\$ 55,999.50
A-4	Drainage Inlet, 24"x24", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	10	EA	\$ 4,500.00	\$ 45,000.00	3100	\$ 31,000.00	5800	\$ 58,000.00
A-5	3-inch HMA delete	450	TON	\$ 146.00	\$ 65,700.00	111	\$ 49,950.00	165	\$ 74,250.00
					\$ 507,074.00		\$ 534,666.00		\$ 875,041.50
					\$ 65,700.00		\$ 49,950.00		\$ 74,250.00
					\$ 507,074.00		\$ 534,666.00		\$ 875,041.50
					\$ 65,700.00		\$ 49,950.00		\$ 74,250.00
ALTERNATE A TOTAL: (sum of items A-1 through A-4 Minus A5)									
					\$ 441,374.00		\$ 484,716.00		\$ 800,791.50

ALTERNATE B: (Big Rock Rd, Brenner St, Crawford Ave (North), Dream Mountain Rd., Forest Rd, Lyle Terrace Rd.									
BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
B-1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	48000	\$ 48,000.00	19037	\$ 19,037.00
B-2	Maintaining Traffic/Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	12000	\$ 12,000.00	10586	\$ 10,586.00
B-3	Erosion Control, including additional SWPPP work for this alternate	1	LS	\$ 25,000.00	\$ 25,000.00	7000	\$ 7,000.00	3615	\$ 3,615.00
B-4	Pulverization	7850	SY	\$ 9.00	\$ 70,650.00	4	\$ 31,400.00	5.8	\$ 45,530.00
B-5	Grind existing Asphalt (3 inch depth), including Haul and Stockpiling	5740	SY	\$ 8.00	\$ 45,920.00	3.75	\$ 21,525.00	3.35	\$ 19,229.00
B-6	3-inch HMA	2220	TON	\$ 146.00	\$ 324,120.00	155	\$ 344,100.00	165	\$ 366,300.00
B-7	Driveway Transition	2900	SF	\$ 6.00	\$ 17,400.00	12.5	\$ 36,250.00	8.4	\$ 24,360.00
B-8	Drainage Inlet, Connector Pipe, 24"x36", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	1	EA	\$ 4,500.00	\$ 4,500.00	3000	\$ 3,000.00	5972	\$ 5,972.00
B-9	Storm Drain Pipe - 18"	35	LF	\$ 85.00	\$ 2,975.00	115	\$ 4,025.00	138	\$ 4,830.00
B-10	Flared End Section	1	EA	\$ 600.00	\$ 600.00	450	\$ 450.00	769	\$ 769.00
B-11	Sign - Street Signs	12	EA	\$ 200.00	\$ 2,400.00	330	\$ 3,960.00	183	\$ 2,196.00
B-12	Sign - Stop	6	EA	\$ 200.00	\$ 1,200.00	165	\$ 990.00	139	\$ 834.00
B-13	4-inch Solid White Stripe (Paint)	1	LS	\$ 3,000.00	\$ 3,000.00	2800	\$ 2,800.00	3130	\$ 3,130.00
B-14	6-inch Dashed Yellow Center Stripe	1	LS	\$ 1,500.00	\$ 1,500.00	1300	\$ 1,300.00	1233	\$ 1,233.00
B-15	Painted Stop Bar	100	LF	\$ 2.00	\$ 200.00	1.5	\$ 150.00	2.25	\$ 225.00
B-16	Painted Stop Marking	5	EA	\$ 100.00	\$ 500.00	85	\$ 425.00	67	\$ 335.00
B-17	Snow Poles	120	EA	\$ 90.00	\$ 10,800.00	95	\$ 11,400.00	106	\$ 12,720.00
B-18	Adjust Manhole to Grade	1.1	EA	\$ 900.00	\$ 990.00	800	\$ 8,800.00	546	\$ 6,006.00
B-19	Monuments	1	LS	\$ 450.00	\$ 450.00	600	\$ 600.00	19915	\$ 19,915.00
B-20	Sign Post	6	EA	\$ 300.00	\$ 1,800.00	220	\$ 1,320.00	229	\$ 1,374.00
					\$ 54				

ALTERNATE C: (Full Rehab Northshore Dr (East), Pinecliff Rd)									
BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	A & K Earth Movers, Inc.		Herback General Engineering, LLC		Spless Construction Company, Inc	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
C-1	Mobilization	1	LS	\$ 7,000.00	\$ 7,000.00	1457	\$ 1,457.00	10500	\$ 10,500.00
C-2	Maintaining Traffic/Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	10586	\$ 10,586.00	50000	\$ 50,000.00
C-3	Erosion Control, including additional SWPPP work for this alternate	1	LS	\$ 25,000.00	\$ 25,000.00	1760	\$ 1,760.00	16000	\$ 16,000.00
C-4	Pulverization	28200	SY	\$ 4.00	\$ 112,800.00	4.5	\$ 126,900.00	5.5	\$ 155,100.00
C-5	3-inch HMA	4600	TON	\$ 126.50	\$ 581,900.00	165	\$ 759,000.00	150	\$ 690,000.00
C-6	Driveway Transition	1900	SF	\$ 6.00	\$ 11,400.00	8	\$ 15,200.00	7.5	\$ 14,250.00
C-7	Sign - Stop	7	EA	\$ 200.00	\$ 1,400.00	139	\$ 973.00	200	\$ 1,400.00
C-8	Sign - Accessible	3	EA	\$ 100.00	\$ 300.00	67	\$ 201.00	200	\$ 600.00
C-9	4-inch Solid White Stripe (Paint)	1	LS	\$ 2,000.00	\$ 2,000.00	1672	\$ 1,672.00	1800	\$ 1,800.00
C-10	Solid Double Yellow Center Stripe	1	LS	\$ 3,000.00	\$ 3,000.00	2800	\$ 2,800.00	2700	\$ 2,700.00
C-11	Painted Stop Bar	80	LF	\$ 2.00	\$ 160.00	2.25	\$ 180.00	5.5	\$ 440.00
C-12	Painted Stop Marking	4	EA	\$ 100.00	\$ 400.00	67	\$ 268.00	150	\$ 600.00
C-13	PARKING SPACE MARKING	1	LS	\$ 300.00	\$ 300.00	291	\$ 291.00	1600	\$ 1,600.00
C-14	VAN ACCESSIBLE MARKING	2	LS	\$ 400.00	\$ 800.00	378	\$ 756.00	550	\$ 1,100.00
C-15	Snow Poles	50	EA	\$ 90.00	\$ 4,500.00	106	\$ 5,300.00	65	\$ 3,250.00
C-16	Sign - Street	14	EA	\$ 200.00	\$ 2,800.00	183	\$ 2,562.00	200	\$ 2,800.00
C-17	Sign Post	10	EA	\$ 300.00	\$ 3,000.00	229	\$ 2,290.00	270	\$ 2,700.00
ALTERNATE C TOTAL: (sum of items C-1 through C-17 only)				\$	776,760.00	\$	786,870.00	\$	932,196.00
									954,840.00

ALTERNATE D: (Crack and Slurry Seal Northshore Dr. (West), Leonard Dr, Mountain Vista Dr)									
BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	A & K Earth Movers, Inc.		Herback General Engineering, LLC		Spless Construction Company, Inc	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
D-1	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	8408	\$ 8,408.00	5000	\$ 5,000.00
D-2	Maintaining Traffic/Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	11894	\$ 11,894.00	11000	\$ 11,000.00
D-3	Erosion Control, including additional SWPPP work for this alternate	1	LS	\$ 1,000.00	\$ 1,000.00	1760	\$ 1,760.00	10500	\$ 10,500.00
D-4	Slurry Seal	59000	SY	\$ 2.07	\$ 122,130.00	2.32	\$ 136,880.00	2.9	\$ 171,100.00
D-5	Crack Treatment	3.2	Lane Mile	\$ 8,000.00	\$ 25,600.00	5775	\$ 18,480.00	15000	\$ 48,000.00
D-6	ITEM NOT USED								
D-7	4-inch Solid White Stripe (Paint)	1	LS	\$ 5,000.00	\$ 5,000.00	6329	\$ 6,329.00	3100	\$ 3,100.00
D-8	Solid Double Yellow Center Stripe	1	LS	\$ 5,000.00	\$ 5,000.00	4933	\$ 4,933.00	5000	\$ 5,000.00
D-9	Painted Stop Bar	20	LF	\$ 2.00	\$ 40.00	2.25	\$ 45.00	5.5	\$ 110.00
D-10	Painted Stop Marking	2	EA	\$ 100.00	\$ 200.00	67	\$ 134.00	350	\$ 700.00
ALTERNATE D TOTAL: (sum of items D-1 through D-5 and D-7 through D-10 only)				\$	162,970.00	\$	182,870.00	\$	254,510.00

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND QUALCON CONTRACTORS, INC. FOR
JUNE LAKE STREETS REHABILITATION PROJECT**

Project No. RPL-5947(047)

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “the County”), may have the need for the various construction services of Qualcon Contractors Inc. of Minden, Nevada (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual as well as the Caltrans Standard Specifications (2010) and the Caltrans Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County’s use by the Special Provisions or otherwise, which documents are referenced and incorporated herein.

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in the Scope of Work (Attachment A), attached hereto and by reference incorporated herein. Requests by the County to Contractor to perform under this Agreement shall be made by the Director of the Mono County Department of Public Works, or an authorized representative thereof. Requests to Contractor for services and work to be performed under this Agreement shall be based upon the County’s need for such services or work.

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

2. TERM

The term of this Agreement shall be from September 2, 2014, through December 31, 2015, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation.

The County shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment A) for the services and work described in “Scope of Work” (also set forth in Attachment A) which are performed by Contractor at the County’s request.

B. Travel and Per Diem.

Unless otherwise stated in the Scope of Work (Attachment A), Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, salary, wages, or other type of remuneration for services or work 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 the County to Contractor for services and work performed under this Agreement shall not exceed three million, one hundred eighty six thousand, seven hundred nine dollars (\$3,186,709.00) (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment.

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

In accordance with Sections 20104.50 and 9203 of the Public Contract Code and upon finding that Contractor has satisfactorily completed the work and performed the services called for in the Scope of Work (Attachment A) and the Contract Documents, the County shall promptly pay Contractor within 30 days of its receipt of the itemized statement, but shall retain 5% of each such payment until the project is completed. However, in accordance with Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the County to make payments of the retention earnings directly to an escrow agent at Contractor's expense. Should Contractor submit an improper payment request, the County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

F. Federal and State Taxes.

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

(2) The 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 five-hundred dollars (\$1,500.00).

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

such sums is the sole responsibility of Contractor. The County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE

Upon the County's issuance of a "Notice to Proceed," Contractor's obligation is to perform, in a timely manner, those services and work identified in the Scope of Work (Attachment A) which are requested by the County. All such work shall be performed as set forth in Section 5 of the Special Provisions.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits which it is reasonably foreseeable will be required by 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 submitted its bid for this contract. 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, contractor's licenses, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide the County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services and work identified in Attachment A. Where there is a disagreement between Contractor and the County as to what licenses, certificates, and permits are required to perform the services and work identified in Attachment A, the County reserves and shall have 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 and work identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. 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 the County.

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the 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, which is the result of Contractor's negligence.

B. Products of Contractor's Services and Work.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, 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 which 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 the County.

8. WORKERS' COMPENSATION

Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing services and work pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. Contractor, at the time of execution of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage as well as a workers' compensation policy endorsement waiving subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

9. PUBLIC WORK

A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is attached to this Agreement as a part of Attachment B.

B. Prevailing Wage Rate.

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

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than 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 subdivision (b) of Section 1775 of the California Labor Code. California Labor Code

Section 1775 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment B.

E. Payroll Records.

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

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment B.

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

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

I. Overtime.

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

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

10. INSURANCE

A. General Liability.

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed by Contractor under this Agreement. Such policy shall have a per occurrence limit for bodily injury, personal injury, and property damage of not less than five million dollars (\$5,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least an "A.M. Best" policyholder's rating of "A:VII" or "A+:VII". Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days' written notice to the County.

B. Business Vehicle.

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of five million dollars (\$5,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A). Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days' written notice to the County.

C. Pollution Liability

Contractor shall purchase and thereafter maintain Pollution Liability insurance of not less than one million dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) policy aggregate covering liability arising from the sudden and accidental release of pollution.

D. Deductibles, Self-Insured Retentions, and Excess Coverage.

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the County prior to Contractor commencing services and work requested by the County under this Agreement. At the option of the County, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for Contractor.

F. Unemployment, Disability, and Liability Insurance

Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

G. Contractor's Insurance Coverage Shall Be Primary

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance 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.

11. BOND REQUIREMENTS

Contractor shall furnish and maintain in effect the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement.

12. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, employees, and subcontractors relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the 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, the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the services and work to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the 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 as employees of the County.

13. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the 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, employees, or subcontractors. 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, or 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 cost which is caused in whole or in part by any act or omission of Contractor, its agents, employees, suppliers, 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.

This provision shall survive any termination or expiration of this Agreement and remain in effect to meet the intent of this paragraph.

14. RECORDS AND AUDIT

A. Records.

Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions. Contractor and all subcontractors shall maintain these records for a minimum of four 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 the County, state, or State Auditor, County, shall have access to the records for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period the records are to be maintained by Contractor. Contractor and any subcontractor shall permit County, the state, and the FHWA if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by County's Finance Director or her designee. Not later than 30 days after issuance of the final audit report, if any, Contractor may request a review by County's Finance Director of unresolved audit issues. The request shall be submitted in writing. Neither the pendency of an unresolved audit issue, nor its consideration by County will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.

15. NON-DISCRIMINATION

During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (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 Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

16. TERMINATION

The County in may terminate this contract in accordance with Sections 6.11 and 6.12 of the Special Provisions of the Project Manual.

The Contractor may terminate this contract in accordance with Section 6.10 of the Special Provisions of the Project Manual.

If either party elects to terminate the contract, the termination of the contract and the total compensation payable to the Contractor shall be governed by the Special Provisions of the Project Manual, incorporated herein.

17. ASSIGNMENT

This is an agreement for the services of Contractor. The 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 monies due or to become due under this Agreement without the prior written consent of the County.

18. 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 25 below.

19. DISPUTE RESOLUTION

Any dispute, other than an audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the Mono County Contract administrator assigned to the project and the Public Works Director, in consultation with the County Counsel, who may consider written or verbal information submitted by the Consultant. Not later than 30 days after completion of all work under the contract, the Consultant may request review by the Mono County Board of Supervisors of unresolved claims or disputes, other than audit. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement. These dispute procedures shall in no way replace those procedures provided by California law with regard to making claims against public entities, but shall be construed as being required in addition to all legal procedures that are required under State law to make a claim against a county.

20. 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. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

21. CONFLICTS

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services and work under this Agreement.

22. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the 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 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 the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

23. 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.

24. SAFETY

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.

25. DEBARMENT AND SUSPENSION CERTIFICATION

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

26. NLRB CERTIFICATION

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 Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court that orders Contractor to comply with an order of the National Labor Relations Board.

27. FUNDING LIMITATION

The ability of the 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, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms, within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph "29. Amendment" below.

28. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

29. AMENDMENT

This Agreement may be extended, 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.

30. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to the respective parties as follows:

County of Mono:
 Department of Public Works
 Post Office Box 457
 Bridgeport, California 93517

Contractor:
 Qualcon Contractors, Inc.
 1645 Esmeralda Avenue
 Minden, Nevada 89423

27. ENTIRE AGREEMENT

This Agreement, including all documents referenced or incorporated herein, contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same is in writing executed by the parties hereto. This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual and Project Plans and the Standard Specifications (2010) and the Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County's use, which documents are referenced and incorporated herein. Any modification to those documents prior to the bid opening shall be made by Addendum issued by the County. Any modification hereto after the award of contract shall be made by contract change order that is formally executed by both the County and Contractor in

accordance with the provisions of paragraph 25 of this Agreement and/or the Public Contract Code, depending on the dollar amount of the change order.

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

COUNTY OF MONO:

CONTRACTOR:

By: _____
Name: Jeff Walters
Title: Public Works Director
Mono County, California
Date: _____

By: _____
Name: Gerald G. Jensen
Title: President
Firm: Qualcon Contractors, Inc.
Date: _____
Tax ID: _____

Approved as to Form:

Stacey Simon
Assistant County Counsel

Date

ATTACHMENT A**AGREEMENT BETWEEN THE COUNTY OF MONO
AND QUALCON CONTRACTORS INC. FOR
JUNE LAKE STREETS REHABILITATION PROJECT**

Project No. RPL-5947(047)

TERM:**FROM: September 2, 2014****TO: December 31, 2015****SCOPE OF WORK:**

The County has selected and contractor shall construct project bid items listed in the **Bid Schedule** including the Base Bid and Alternates A, B, and C.

The major work items of this Project are: rehabilitation of local streets, removal of existing sidewalk, curb, gutter, asphalt and placement of new sidewalk, curb and gutter, pedestrian ramps, and drainage facilities and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with Bid & Contract Documents, including the Project Manual and Project Plans and the Standard Specifications (2010) and the Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County's use by the Special Provisions, or otherwise.

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 the Mono County Department of Public Works.

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

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein.

WORK SCHEDULE:

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

Bid Schedule

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BASE BID: Street Reconstruction - (Alderman St, Bruce St, Crawford Ave (South), Foster Ave, Granite, Ave, Gull Lake Rd, Marina, Howard Ave, Knoll Ave, Leonard Dr. (LOWER), Lakeview Dr.					
1	Mobilization	1	LS	\$120,000.00	\$ 120,000.00
2	Maintaining Traffic/Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00
3	Erosion Control, including preparation of SWPPP	1	LS	\$ 14,000.00	\$ 14,000.00
4	Pulverization	3600	SY	\$ 5.00	\$ 18,000.00
5	Grind existing Asphalt (3 inch depth), including Haul and Stockpiling	18620	SY	\$ 9.00	\$ 167,580.00
6	3-inch HMA	3625	TON	\$ 146.00	\$ 529,250.00
7	Driveway Transition	9200	SF	\$ 6.00	\$ 55,200.00
8	Pavers	2500	SF	\$ 17.00	\$ 42,500.00
9	Drainage Inlet, 24"x24", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	17	EA	\$ 5,000.00	\$ 85,000.00
10	Drainage Inlet, 60", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	1	EA	\$ 7,500.00	\$ 7,500.00
11	Drainage Inlet, 36"x36", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	6	EA	\$ 5,000.00	\$ 30,000.00
12	Storm Drain Pipe - 12" Slotted Drain	180	LF	\$ 120.00	\$ 21,600.00
13	Storm Drain Pipe - 12"	325	LF	\$ 90.00	\$ 29,250.00
14	Storm Drain Pipe - 18"	262	LF	\$ 100.00	\$ 26,200.00
15	Storm Drain Pipe - 24"	50	LF	\$ 170.00	\$ 8,500.00
16	Storm Drain Pipe - 27"	260	LF	\$ 190.00	\$ 49,400.00
17	Storm Drain Pipe - 30"	91	LF	\$ 240.00	\$ 21,840.00
18	Storm Drain Pipe - 36"	164	LF	\$ 210.00	\$ 34,440.00

EXHIBIT 2

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BASE BID: Street Reconstruction - (Alderman St, Bruce St, Crawford Ave (South), Foster Ave, Granite, Ave, Gull Lake Rd, Marina, Howard Ave, Knoll Ave, Leonard Dr. (LOWER), Lakeview Dr.					
19	Flared End Section	4	EA	\$ 600.00	\$ 2,400.00
20	Concrete Headwall	6	EA	\$ 5,000.00	\$ 30,000.00
21	Graded Swale	100	LF	\$ 50.00	\$ 5,000.00
22	Sign - Street Signs	43	EA	\$ 200.00	\$ 8,600.00
23	Sign - Stop	17	EA	\$ 200.00	\$ 3,400.00
24	Sign - Accessible	2	EA	\$ 100.00	\$ 200.00
25	4-inch Solid White Stripe (Paint)	1	LS	\$ 4,000.00	\$ 4,000.00
26	6-inch Dashed Yellow Center Stripe	1	LS	\$ 2,000.00	\$ 2,000.00
27	Painted Stop Bar	300	LF	\$ 2.00	\$ 600.00
28	Painted Stop Marking	15	EA	\$ 80.00	\$ 1,200.00
29	PARKING SPACE MARKING	1	LS	\$ 200.00	\$ 200.00
30	VAN ACCESSIBLE MARKING	2	LS	\$ 250.00	\$ 500.00
31	Snow Poles	180	EA	\$ 90.00	\$ 16,200.00
32	Adjust Manhole to Grade	33	EA	\$ 900.00	\$ 29,700.00
33	Adjust Valve to Grade	25	EA	\$ 500.00	\$ 12,500.00
33	Monuments	11	LS	\$ 500.00	\$ 5,500.00
34	Metal Beam Guardrail	100	LF	\$ 100.00	\$ 10,000.00
35	Sign Post	24	EA	\$ 300.00	\$ 7,200.00
36	Cobble Swale	40	SF	\$ 30.00	\$ 1,200.00

BASE BID TOTAL: (sum of items 1 through 36)	\$1,420,660.00
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BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
ALTERNATE A: (Add Gutters on streets in the Town of June Lake)					
A-1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
A-2	Ribbon Gutter, including base and subgrade prep	12750	LF	\$ 33.00	\$ 420,750.00
A-3	Cross Gutter and Spandrel, including base and subgrade prep	3027	SF	\$ 12.00	\$ 36,324.00
A-4	Drainage Inlet, 24"x24", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	10	EA	\$ 4,500.00	\$ 45,000.00
<i>(deduction item)</i>					
A-5	3-inch HMA delete	450	TON	\$ 146.00	\$ 65,700.00

ALTERNATE A SUBTOTAL: (sum of items A-1 through A-4 only)	\$507,074.00
Item A-5 (deduction)	\$65,700.00
ALTERNATE A TOTAL: (sum of items A-1 through A-4 Minus A5)	\$441,374.00

EXHIBIT 2

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
ALTERNATE B: (Big Rock Rd, Brenner St, Crawford Ave (North), Dream Mountain Rd., Forest Rd, Lyle Terrace Rd.					
B-1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
B-2	Maintaining Traffic/Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00
B-3	Erosion Control, including additional SWPPP work for this alternate	1	LS	\$ 25,000.00	\$ 25,000.00
B-4	Pulverization	7850	SY	\$ 9.00	\$ 70,650.00
B-5	Grind existing Asphalt (3 inch depth), including Haul and Stockpiling	5740	SY	\$ 8.00	\$ 45,920.00
B-6	3-inch HMA	2220	TON	\$ 146.00	\$ 324,120.00
B-7	Driveway Transition	2900	SF	\$ 6.00	\$ 17,400.00
B-8	Drainage Inlet, Connector Pipe, 24"x36", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	1	EA	\$ 4,500.00	\$ 4,500.00
B-9	Storm Drain Pipe - 18"	35	LF	\$ 85.00	\$ 2,975.00
B-10	Flared End Section	1	EA	\$ 600.00	\$ 600.00
B-11	Sign - Street Signs	12	EA	\$ 200.00	\$ 2,400.00
B-12	Sign - Stop	6	EA	\$ 200.00	\$ 1,200.00
B-13	4-inch Solid White Stripe (Paint)	1	LS	\$ 3,000.00	\$ 3,000.00
B-14	6-inch Dashed Yellow Center Stripe	1	LS	\$ 1,500.00	\$ 1,500.00
B-15	Painted Stop Bar	100	LF	\$ 2.00	\$ 200.00
B-16	Painted Stop Marking	5	EA	\$ 100.00	\$ 500.00
B-17	Snow Poles	120	EA	\$ 90.00	\$ 10,800.00
B-18	Adjust Manhole to Grade	11	EA	\$ 900.00	\$ 9,900.00
B-19	Monuments	1	LS	\$ 450.00	\$ 450.00
B-20	Sign Post	6	EA	\$ 300.00	\$ 1,800.00

<p>ALTERNATE B TOTAL: (sum of items B-1 through B-20 only)</p>	<p>\$547,915.00</p>
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BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
ALTERNATE C: (Full Rehab Northshore Dr (East), Pinecliff Rd)					
C-1	Mobilization	1	LS	\$ 7,000.00	\$ 7,000.00
C-2	Maintaining Traffic/Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00
C-3	Erosion Control, including additional SWPPP work for this alternate	1	LS	\$ 25,000.00	\$ 25,000.00
C-4	Pulverization	28200	SY	\$ 4.00	\$ 112,800.00
C-5	3-inch HMA	4600	TON	\$ 126.50	\$ 581,900.00
C-6	Driveway Transition	1900	SF	\$ 6.00	\$ 11,400.00
C-7	Sign - Stop	7	EA	\$ 200.00	\$ 1,400.00
C-8	Sign - Accessible	3	EA	\$ 100.00	\$ 300.00
C-9	4-inch Solid White Stripe (Paint)	1	LS	\$ 2,000.00	\$ 2,000.00
C-10	Solid Double Yellow Center Stripe	1	LS	\$ 3,000.00	\$ 3,000.00
C-11	Painted Stop Bar	80	LF	\$ 2.00	\$ 160.00
C-12	Painted Stop Marking	4	EA	\$ 100.00	\$ 400.00
C-13	PARKING SPACE MARKING	1	LS	\$ 300.00	\$ 300.00
C-14	VAN ACCESSIBLE MARKING	2	LS	\$ 400.00	\$ 800.00
C-15	Snow Poles	50	EA	\$ 90.00	\$ 4,500.00
C-16	Sign - Street	14	EA	\$ 200.00	\$ 2,800.00
C-17	Sign Post	10	EA	\$ 300.00	\$ 3,000.00

<p>ALTERNATE C TOTAL: (sum of items C-1 through C-17 only)</p>	<p>\$776,760.00</p>
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BID	BID AMOUNT
BASE BID (Alderman St, Bruce St, Crawford Ave (South), Foster Ave, Granite, Ave, Gull Lake Rd, Marina, Howard Ave, Knoll Ave, Leonard Dr. (LOWER), Lakeview Dr.	\$1,420,660.00
ALTERNATE A: (Add Gutters on streets in the Town of June Lake)	\$441,374.00
ALTERNATE B: (Big Rock Rd, Brenner St, Crawford Ave (North), Dream Mountain Rd., Forest Rd, Lyle Terrace Rd.	\$547,915.00
ALTERNATE C: (Full Rehab Northshore Dr (East), Pinecliff Rd)	\$776,760.00

CONTRACT LIMIT* (INCLUDES BASE BID AND ALL ALTERNATES)	\$3,186,709.00
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ATTACHMENT B**AGREEMENT BETWEEN THE COUNTY OF MONO
AND QUALCON CONTRACTORS INC. FOR
JUNE LAKE STREETS REHABILITATION PROJECT**

Project No. RPL-5947(047)

TERM:**FROM: September 2, 2014****TO: December 31, 2015****CALIFORNIA LABOR CODE:**

Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than 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 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.

§ 1776. Payroll records; retention; inspection; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules and regulations

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her

in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- (f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.
- (2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

- (g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- (h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- (i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- (j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; and compliance program

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract,

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

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

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

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the 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 that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

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

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

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to

submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

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

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

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

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

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

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

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

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

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

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING September 2, 2014
DATE

Departments: County Administrator's Office

TIME	15 minutes (5 minute	PERSONS	Jim Leddy
REQUIRED	presentation; 10 minute	APPEARING	
	discussion)	BEFORE THE	
		BOARD	

SUBJECT Mono County Volunteer
Service Event

AGENDA DESCRIPTION:

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

Chairman Johnston requested a re-visiting of the idea of a Volunteer Recognition Event.

RECOMMENDED ACTION:

Provide direction, if any, to staff on the concept of holding a Volunteer Recognition Event.

FISCAL IMPACT:

None except staff time as ticket sales are expected to offset all other costs.

CONTACT NAME: Stacie Klemm

PHONE/EMAIL: 760-932-5408 / sklemm@mono.ca.gov

**SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING**

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Volunteer Svc Event Staff Rpt](#)

History

Time	Who	Approval
8/26/2014 5:04 PM	County Administrative Office	Yes
8/27/2014 3:20 PM	County Counsel	Yes
8/26/2014 6:38 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Jim Leddy
County Administrative Officer

September 2, 2014

To: Honorable Chair and Members of the Board of Supervisors
From: Jim Leddy, County Administrative Officer

SUBJECT

Volunteer Service Event

RECOMMENDATION

Provide direction to staff regarding potential volunteer service event.

FISCAL IMPACT

Staff time. Approximately 50 hours which includes 34 hours of administrative preparation and planning and 8 hours of staff work on each event date which is not recommended for recapture by tickets sales.

DISCUSSION

This is continued discussion from a Board item on December 3, 2013, at the request of Supervisor Larry Johnston. The concept is to host a special event to recognize and thank citizens who serve on Board appointed committees or commissions. No taxpayer funds would be utilized, as this event would be paid for by those invited to attend through ticket sales. Items for consideration include invitations, postage, venues and catering. All of those items would be included in the cost of the ticket so that no taxpayer funds would be utilized. Staff time would not be included.

Staff emailed out 842 emails utilizing existing email addresses to gauge support. 30 responses were received. Based on those responses, there is support for an event and there were requests to have an event in north as well as South County. It is hard to accurately estimate attendance but the event(s) could expect from 50-100 given volunteers who attend and significant others, guests and staff who choose to attend. As noted above, for the north county event in the spring, venues and options are more limited in Bridgeport compared to Mammoth. Staff is providing those options that are available and believe this is a great way to encourage local economy by either hosting the event at the Bridgeport Memorial Hall using a local catering business or having the event at a local restaurant. The Board could present them with certificates of appreciation for their service to Mono County.

The potential ticket price range for a south county event (except staff time) would be \$30-\$50:

South County Venues:	Convict Lake Resort	Westin Mammoth	Crowley Lake CC	Mammoth Mountain
South County Total:	\$2,981.25	\$3,750.00	\$3,450.00	\$4,966.00
Per person:	\$29.81	\$37.50	\$34.50	\$49.66

For a north county event, the range would be \$13-\$35 per person:

North County Venues:	Settlement (on-site)	Settlement (at hall)	Memorial Hall	Rhinos Bar & Grille
North County Total:	\$1,225.00	\$1,225.00	\$3,450.00	\$1,450
Per person:	\$12.25	\$12.25	\$34.50	\$14.50

Staff recommends the Board consider establishing:

1. Set a date for Mono County Volunteer Services Recognition Event in South County;
2. Set a date of the event for North County and again all volunteers are invited. This allows flexibility for all invited and the chance to network with people at both;
3. Staff work with the Board to develop a program that acknowledges and thanks all volunteers.

If you have any questions please contact me at (760) 932-5410 or jleddy@mono.ca.gov

South County Venues:	Convict Lake Resort	Westin Mammoth	Crowley Lake CC	Mammoth Mountain
Certificates	\$200.00	\$200.00	\$200.00	\$200.00
Invitations	\$400.00	\$400.00	\$400.00	\$400.00
Postage	\$150.00	\$150.00	\$150.00	\$150.00
Venue	n/a	\$1,000 waived	n/a	Mill Café \$600 Eagle Lodge \$850 Mountainside Conference Ctr \$700
Catering	\$2,231.25	\$1,500 - \$4,000 \$250 bartender fee	\$2,200-\$3,200 Alcohol not an option	\$3,000 - \$4,000
Total:	\$2,981.25	\$3,750.00	\$3,450.00	\$4,966.00

Per person:	\$29.81	\$37.50	\$34.50	\$49.66
North County	Settlement	Settlement (at hall)	Memorial Hall	Rhinos Bar and Grille
North County Venues:	(on-site)			
Certificates	\$200.00	\$200.00	\$200.00	\$200.00
Invitations	\$400.00	\$400.00	\$400.00	\$400.00
Postage	\$150.00	\$150.00	\$150.00	\$150.00
Venue	n/a	n/a	n/a	n/a
Catering	\$475.00 Beer/Wine	only \$475 Alcohol not an option	\$2,200 - \$3,200 Alcohol not an option	\$700
Total:	\$1,225.00	\$1,225.00	\$3,450.00	\$1,450
Per person:	\$12.25	\$12.25	\$34.50	\$14.50



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 2, 2014

Departments: HR / FINANCE

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Jim Leddy

SUBJECT CALPERS DSA Contract Amendment - First Reading

AGENDA DESCRIPTION:

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

An Ordinance of the Board of Supervisors, County of Mono, Authorizing An Amendment To The Contract Between The Board of Supervisors, County Of Mono, And The Board Of Administration Of The California Public Employees' Retirement System.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:

ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING**

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Ordinance](#)
- [Exhibit To Ordinance](#)

History Time	Who	Approval
8/28/2014 12:47 PM	County Administrative Office	Yes
8/28/2014 12:11 PM	County Counsel	Yes
8/28/2014 12:14 PM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

To: Honorable Board of Supervisors

From: Leslie Chapman

Date: September 2, 2014

Re: First reading of an ordinance to amend the contract between the Board of Supervisors, County of Mono and the Board of Administration, PERS.

Subject:

An ordinance of the Board of Supervisors, County of Mono, Authorizing an Amendment to the Contract between The Board of Supervisors, County of Mono, and The Board of Administration of the California Public Employees' Retirement System.

Recommendation:

Introduce, read title, and waive further reading of proposed ordinance.

Provide any desired direction to staff.

Background:

In order to implement recent changes to the DSA MOU, a contract change with PERS is necessary. This ordinance is a necessary part of the process. Please see item 7(D) of the consent agenda for today's meeting for background information.

Fiscal Impact:

The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.



ORDINANCE NO. ORD14- ____

**BOARD OF SUPERVISORS, COUNTY OF MONO
AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF MONO,
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD
OF SUPERVISORS, COUNTY OF MONO AND THE BOARD OF
ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM**

The Board of Supervisors of the County of Mono does ordain as follows:

SECTION 1: That an amendment to the contract between the Board of Supervisors of the County of Mono and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2: The Chairman of the Board of Supervisors is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3: This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the Mammoth Times and The Sheet, newspapers of general circulation, published and circulated in the County of Mono, and thenceforth and thereafter the same shall be in full force and effect.

APPROVED and **ADOPTED** this ____ day of _____, 2014, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Larry K. Johnston, Chairman
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Supervisor
County of Mono

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1946, and witnessed December 3, 1945, and as amended effective October 1, 1947, October 1, 1955, March 1, 1958, August 1, 1965, November 1, 1968, October 1, 1973, December 31, 1973, August 1, 1974, July 1, 1976, February 1, 1981, July 1, 1982, February 1, 1985, April 16, 1986, October 12, 1990, December 21, 1990, June 30, 1992, October 1, 1993, July 9, 1998, April 7, 1999, June 1, 1999, September 14, 2001, August 1, 2002, July 1, 2004, January 1, 2005, January 1, 2007, July 1, 2007, June 1, 2012 and December 27, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code Sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Mono County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

A. Paragraphs 1 through 18 are hereby stricken from said contract as executed effective December 27, 2012, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members, age 50 for local fire members, county peace officers and for those local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 and age 55 for local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012.
2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1946 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
- a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Sheriffs (included as local safety members);
 - c. County Peace Officers (included as local safety members);
 - d. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after July 1, 2007 and not entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

9. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a county peace officer and those local fire members entering membership in the fire classification on or prior to January 1, 2007 and for those local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after January 1, 2007 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a local sheriff member entering membership for the first time in the sheriff classification after December 27, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20439 ("County Peace Officer" shall include county jail, detention or correctional facility employees as described in Government Code Section 20439).
 - b. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - c. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.
 - d. Section 21327 (One-Time Increase For Local Miscellaneous Members Who Retired or Died Prior to January 1, 1975). Legislation repealed said Section effective January 1, 2002.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members, local sheriffs and county peace officers only.
- f. Section 20042 (One-Year Final Compensation) for local miscellaneous members, local fire members, county peace officers and for those local sheriff members entering membership on or prior to December 27, 2012.
- g. Section 20965 (Credit for Unused Sick Leave) for local fire members only.
- h. Section 21427 (Improved Nonindustrial Disability Allowance) for local fire members only.
- i. Section 21024 (Military Service Credit as Public Service).
- j. Section 20422 ("Local Safety Member" shall include employees designated as Emergency Medical Technician I, II, or Emergency Medical Technician - Paramedic as described in Government Code Section 20422).
- k. Section 21574 (Fourth Level of 1959 Survivor Benefits).
- l. Section 20432 ("Local Sheriff" shall include any officer or employee of a sheriff's office as described in Government Code Section 20432).
- m. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) is applicable to local fire members entering membership for the first time in the fire classification after January 1, 2007.

Section 21354.4 (2.5% @ 55 Full formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after June 1, 2012.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) is applicable to local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

n. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).

o. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 7% for local sheriff members.

14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on April 1, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.

15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

16. Public Agency shall also contribute to said Retirement System as follows:

a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
COUNTY OF MONO

BY _____
RENEE OSTRANDER, ACTING CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 2, 2014

Departments: Community Development

TIME REQUIRED 15 minutes (5 minute presentation, 10 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Wendy Sugimura

SUBJECT US Fish & Wildlife Service Comment Period on Bi-State Sage Grouse & Travel to Sage-Grouse Conference

AGENDA DESCRIPTION:

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

Update on the currently open comment period and approval request for out-of-state travel to the International Sage-Grouse Forum.

RECOMMENDED ACTION:

- 1. Receive update on the open comment period and provide any desired direction to staff. 2. Approve out-of-county travel for the International Sage-Grouse Forum on November 13-14 in Salt Lake City utilizing grant funds.

FISCAL IMPACT:

None to the General Fund. Travel, lodging, meals and conference fee shall not exceed \$1,000, and shall be paid with grant funds. Staff time shall also be covered with grant funds.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760.924.1814 / wsugimura@mono.ca.gov

**SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING**

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Attachment 1](#)
- [Attachment 2](#)
- [Attachment 3](#)
- [Attachment 4](#)

History

Time	Who	Approval
8/26/2014 7:45 AM	County Administrative Office	Yes
8/26/2014 10:54 AM	County Counsel	Yes
8/27/2014 3:24 PM	Finance	Yes

Mono County Community Development Department

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

Planning Division

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

September 2, 2014

To: Mono County Board of Supervisors

From: Wendy Sugimura, Associate Analyst
Brent Calloway, Associate Analyst
Scott Burns, Director

Re: US Fish & Wildlife Service Comment Period on Bi-State Sage Grouse & Travel to Sage-Grouse Conference

Action Requested

1. Receive update on the open comment period and provide any desired direction to staff.
2. Approve out-of-county travel for the International Sage-Grouse Forum on November 13-14 in Salt Lake City utilizing grant funds.

Fiscal Impact

None to the General Fund. Travel, lodging, meals and conference fee shall not exceed \$1,000, and shall be paid with grant funds. Staff time shall also be covered with grant funds.

Background

The US Fish and Wildlife Service (Service) proposed to list the Bi-State Distinct Population Segment (DPS) of Greater Sage-Grouse as threatened under the Endangered Species Act in October 2013. A series of public comment opportunities followed for input on the proposed listing, critical habitat designation, and associated economic impact report, and the Board of Supervisors submitted detailed comments in December 2013, and February, May, June, and July of 2014.

The primary goal of the County has been to prevent the listing of the Bi-State DPS by helping demonstrate that the species is stable and adequately protected. The Bi-State sage-grouse conservation groups, including the Executive Oversight Committee (EOC), Technical Advisory Committee (TAC), and Local Area Working Group (LAWG) have been pursuing this same goal, for a variety of reasons, and has made significant progress in the last few months. In order to provide an opportunity for public comment on this progress and new data released by the US Geological Service (USGS), the Service has re-opened the comment period on the Bi-State DPS again, with a submittal deadline of September 4, 2014.

Discussion

The Service is required to take into account all conservation efforts being made to protect a species, and utilizes a Policy for Evaluation of Conservation Efforts (PECE) to determine whether these efforts make listing a species as threatened or endangered unnecessary. The policy establishes two basic criteria: 1) the certainty that the conservation efforts will be implemented, and 2) the certainty that the efforts will be effective.

To respond to the first criteria, project implementation plans and estimated costs were developed for the next 10 years based on the 2012 Bi-State Action Plan, resulting in a price tag of about \$38 million. The Bureau of Land Management (BLM), US Forest Service (USFS), and Natural Resource Conservation Service (NRCS) then stepped up and formally committed funding in June through an announcement made at the Presidential level.

Letters of Commitment to implement the projects were written by all collaborating agencies, including Mono County (see Attachment 1), and submitted to the Service by the EOC in the June 2014 comment period. All materials are posted at http://www.ndow.org/Nevada_Wildlife/Sage_Grouse/Bi-State_FWS/ and commitments total about \$46 million. Mono County played a significant role in this success by assisting with project implementation lists and GIS mapping, evaluating development potential on private property based on land use designations (see Attachment 2), and advocating for funding with Congressional Representatives.

To address the certainty of effectiveness, all conifer tree encroachment treatment projects, which appear to be the habitat condition of greatest concern, are being run through the Conservation Planning Tool developed by Dr. Peter Coates of the USGS Western Ecological Research Center. The model, in conjunction with the expert opinion of agency field biologists, will help tell the story of the effectiveness of the proposed projects over the next 10 years. The model can also be expanded to apply to other types of treatments, such as the prevention of invasive species after wildfire. Together with the certainty of implementation described above, the sage-grouse conservation groups are optimistic the PECE policy will be satisfied.

In addition, Dr. Coates and his research team recently published an Integrated Population Model for the Bi-State DPS that indicates stable population levels overall, except for the Parker Meadows sub-population (see Attachment 3). Specific projects are under development to address the Parker Meadows population. The complete report is available at <http://pubs.usgs.gov/of/2014/1165/>.

The remaining topic to be addressed by the Bi-State conservation groups is the effect of grazing on Bi-State DPS habitat to inform the 4(d) rule that provides exemptions for agricultural operations if the bird is listed. The BLM Bishop office has taken the lead in compiling rangeland quality data for the entire Bi-State DPS, and Mono County has offered assistance with "telling the story." Mono County has a cooperative agreement with the BLM that provides funding up to \$250,000 over the next five years for collaborative conservation work.

One purpose of the current open comment period is to solicit input on the USGS population model and the comment package from the EOC assuring implementation. Mono County's comments are part of the EOC package and we do not have any additional information to contribute at this time, except for any assistance requested by the BLM on the grazing issue. At this juncture, staff recommends not submitting any comments, and shifting focus to the implementation of projects, including 1) General Plan policy updates to improve the County's regulatory and mitigation measures, 2) collaborating with resource management agencies on any proposed projects in sage-grouse habitat, and 3) working on projects as requested through the cooperative agreement with the BLM.

The final listing decision for the Bi-State DPS is expected in April 2015. If the bird is listed, the critical habitat designation is expected to follow within one year.

To continue building knowledge, capacity, and collaborative relationships, the Community Development Department is requesting approval for Wendy Sugimura to attend the International Sage-Grouse Forum to be held in Salt Lake City, UT on November 13-14, 2014 (see Attachment 4, <http://www.sagegrouseinitiative.com/international-sage-grouse-forum-november-13-14-salt-lake-city/>). Conference fees of \$125 and travel costs will be paid by grant funds and will not impact the General Fund. Development of a poster for an exhibit is under consideration pending further discussion with Bi-State partners.

This staff report was reviewed by the Community Development Director. Please contact Wendy Sugimura (760.924.1814, wsugimura@mono.ca.gov) with any questions.

Attachments:

1. Letter of Commitment from Mono County submitted in the EOC comment package
2. Private Development Potential by Land Use Designation and Zoning
3. USGS Publication Brief: an Integrated Population Model for Assessing Greater Sage-Grouse Trends in the Bi-State DPS
4. International Sage-Grouse Forum agenda

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

June 9, 2014

Mr. Edward D. Koch
State Supervisor
U.S. Fish and Wildlife Service
Nevada Fish and Wildlife Office
1340 Financial Boulevard, Suite 234
Reno, NV 89502

RE: US Fish & Wildlife Service Public Hearing on the Bi-State Distinct Population Segment (DPS) of Greater Sage-Grouse Proposals

Dear Mr. Koch:

The purpose of this letter is to provide supplemental information regarding Mono County's Bi-State Action Plan efforts, and highlight relevant new information as a companion to the Mono County Board of Supervisor's comments presented by Chairman Johnston at the U.S. Fish and Wildlife Service's public hearings in May, 2014. Mono County continues to actively participate in the Local Area Working Group (LAWG) and multi-agency efforts to refine and implement the 2012 Bi-State Action Plan (Plan), and conserve Bi-State DPS populations and habitat. Collectively, these efforts meet the U.S. Fish and Wildlife Service's policy for the evaluation of conservation efforts (PECE) by assuring implementation and demonstrating effectiveness, and therefore a listing of the Bi-State DPS is not necessary. **This letter summarizes our completed and proposed work, and commits \$5.9 million in implementation funding (Attachment 1).**

Mono County's completed and/or ongoing work includes the following:

Actions MER2-7 through MER2-11: Secure conservation easement or agreement with willing landowners in various Mono County locations.

- Mono County convenes a meeting of agencies to discuss landownership adjustment projects on a quarterly basis, and hosted a meeting specific to Bi-State DPS projects on May 5, 2014. This group will continue to meet regularly and coordinate opportunities, funding, and interested landowners.
- Through day-to-day interactions with landowners via phone, webpage, and at permit counters in Bridgeport and Mammoth the County disseminates informational material, offers suggestions/guidance, and occasionally makes contact with willing landowners.
- Ongoing costs of \$5,000 annually is fully funded.

Action MER3-12: Provide educational opportunities to landowners about the importance of sage-grouse habitat and the need to reduce predation caused by pets in areas where sage-grouse occur.

- Mono County has and will continue to assist with LAWG educational events.
- Discretionary permits in sage-grouse areas include conditions for restraining pets.
- The County maintains an Animal Control office that provides educational outreach services to pet owners and enforcement of County leash laws in sage grouse habitat areas.
- Ongoing costs of \$5,000 annually is fully funded.

Actions RAM5-1A and B: Develop and implement a standardized spatial and tabular database to collect and store all greater sage-grouse conservation related project work occurring in the Bi-State area.

- Mono County worked with the Bureau of Land Management (BLM) Bishop Field Office to initiate database development, and will continue to assist as requested.

Action MSI2-1: Conduct workshops to provide information about programs available to assist ranchers and other private landowners that may be interested in the implementation of sage-grouse conservation projects and to explore opportunities for cooperative conservation of sage-grouse in the Bi-State area.

- Mono County coordinated and hosted a public LAWG workshop on the Natural Resource Conservation Service's (NRCS's) Working Lands for Wildlife Program, and the proposed 4(d) Rule and critical habitat on May 27, 2014.
- Mono County is outreaching on Bi-State DPS issues to private property owners and agricultural operators through the Resource Conservation District, Inyo-Mono Agricultural Commissioner's office, Regional Planning Advisory Committees, and local land trust.
- Ongoing costs of \$5,000 annually is fully funded.

Mono County's projects in progress or anticipated for the future include the following:

Action IRM2-1: Coordinate with Mono County to develop and incorporate sage-grouse conservation guidance into applicable plans and programs.

- A multi-agency meeting to discuss mitigation strategies and measures was held on April 24, 2014.
- An update of General Plan policies specific to the Bi-State DPS conservation will be reviewed with RPACs, Planning Commission, county departments and interested agencies and landowners in late 2014, and adoption is anticipated by late 2015.
- These projects are fully funded at \$50,000.

Action MER3-2: Identify and prove an alternate location for the Mono County landfill and work towards removing the existing landfill out of the Long Valley portion of the South Mono PMU.

- A closure plan and funding program for 2023 is under development and will include raven mitigation measures. Various options for site relocation and operation reconfiguration have been identified.
- Non-lethal raven deterrents are being employed with measures to reduce attractants/subsidies.
- \$2+ million in closure costs is currently funded, and approximately \$6 million is expected to be funded by 2023. Additional costs for the closure / raven mitigation plan are anticipated at about \$5,000/yr.

Action MER3-11: Install "grouse crossing" signs at strategic locations along the Owens River Road in the Long Valley portion of the South Mono PMU where birds are known to roost and road kills have been documented.

- Mono County will assist with the placement and installation of signs in Mono County's right-of-way.
- Up to \$5,000 is fully funded by Mono County/BLM Bishop.

In addition, Mono County has been advocating with Congressional Representatives and other government officials for up to \$38 million in new federal appropriations to implement the Plan (see Attachments 2 and 3). Congressman Paul Cook, in particular, has been very helpful, submitting Mono County's request to the federal budget process. Congressmen Mark Amodei and Mike Simpson; Senators Dianne Feinstein, Barbara Boxer, Harry Reid and Dean Heller; and Governors Jerry Brown and Brian Sandoval have also been contacted. Concurrently, federal land managers such as the BLM, US Forest Service, and NRCS have been working within their respective agencies to secure the necessary funding. The NRCS has largely secured its share of federal funding through the recently passed Farm Bill, and the other agencies are making progress.

Collectively, the projects and funding efforts by all Bi-State DPS cooperators provide **assurance of implementation**. The recently released *Update and Preliminary Findings for Great Sage-Grouse Integrated Population Model in the Bi-State Distinct Population Segment* (May 27, 2014), which coincides with the Bi-State Action Plan implementation period of 2002-2012, concludes the "population growth rate could not be distinguished from a stable population for all sites, except Parker Meadows" and provides **assurance of effectiveness**. Taken together, all the efforts combined with biological data demonstrate **the Bi-State Action Plan is clearly meeting the PECE policy and a listing of the Bi-State DPS is not necessary**.

Thank you for taking the time to consider this additional information. Please contact Analysts Wendy Sugimura, 760.924.1814 and Brent Calloway, 760.924.1809 if you have questions regarding these comments.

Sincerely,



Scott Burns
Director

Attachments:

1. Mono County ten-year implementation timeline and funding commitments
2. Preservation Plan
3. Funding Request

CC: Congressman Paul Cook
Senator Dianne Feinstein
Senator Barbara Boxer
State of California, Governor Brown
State of Nevada, Governor Sandoval
USFS, Humboldt-Toiyabe National Forest
California State Association of Counties (CSAC)

Town of Mammoth Lakes
Rural County Representatives of California (RCRC)
County of Alpine
BLM, Bishop Field Office
USFS, Inyo National Forest
County of Inyo

ATTACHMENT 1

Mono County Ten-Year Implementation Timeline and Funding Commitments

Fiscal Year	Activity	Action Plan #	Activity/Restoration Goals	Cost Estimates
COMPLETED PROJECTS				
	Implementation: Human Disturbance	MER 2-7 thru 2-11	Bi-State DPS meeting on private land projects and regular agency coordination, daily contacts	N/A
	Implementation: Human Disturbance	MER 3-12	Landowner education: LAWG workshop, use permit conditions, animal control enforcement	
	Monitoring	RAM 5-1A & B	Geodatabase and spreadsheet data collection and organization	
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	
FUTURE/ONGOING PROJECTS				
FY 13-14	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$2M
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Incorporate sage-grouse conservation guidance into applicable Mono County plans and programs	\$20,000
FY Subtotal				\$2,040,000
FY 14-15	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$270,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Incorporate sage-grouse conservation guidance into applicable Mono County plans and programs	\$20,000
	Implementation: Infrastructure	MER 3-11	Reduce road kills by installing "grouse crossing" signs	\$5,000
FY Subtotal				\$315,000
FY 15-16	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$270,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Incorporate sage-grouse conservation guidance into applicable Mono County plans and programs	\$10,000

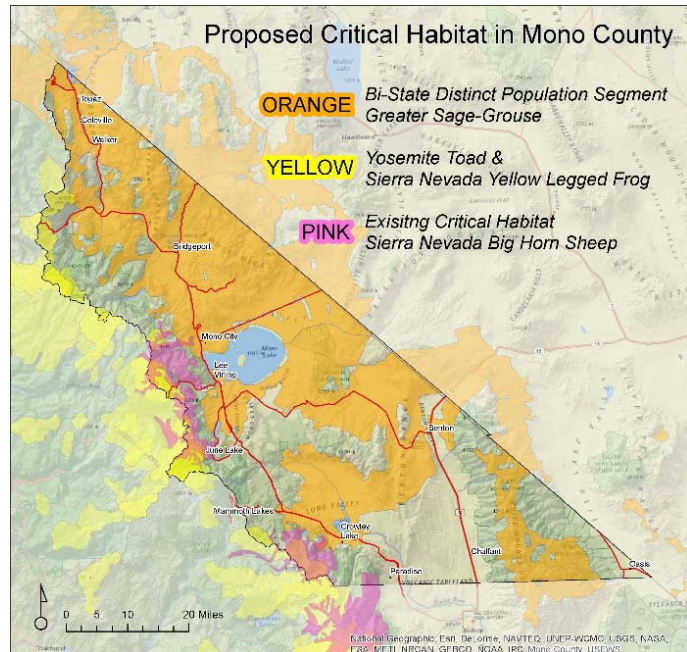
FY Subtotal				\$305,000
FY 16-17	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$270,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$305,000
FY 17-18	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$270,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$305,000
FY 18-19	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$270,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$305,000
FY 19-20	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$270,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$305,000
FY 20-21	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$600,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000

	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$630,000
FY 21-22	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$600,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$630,000
FY 22-23	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$600,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$630,000
FY 23-24	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$100,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$130,000
TEN YEAR FUNDING TOTAL				\$5,900,000



Bi-State Distinct Population Segment of Greater Sage-Grouse Preservation Plan

The US Fish and Wildlife Service (Service) is proposing to list the Bi-State distinct population segment of Greater Sage-Grouse as threatened, and designate approximately **1.87 million acres** of critical habitat in Carson City, Lyon, Douglas, Mineral, and Esmeralda Counties in Nevada, and Alpine, Mono, and Inyo Counties in California. In Mono County, the proposed critical habitat designation covers **82% of privately-owned lands**. Although private land comprises only 6% of the County’s land base, it generates \$16.2 million (45%) of the General Fund revenues for local public services. We must work collaboratively across federal, state and local agencies to find an alternative to this listing. The proposed action on sage-grouse will have devastating implications for Mono County.



Mono County has worked actively with multiple state and federal agencies, private property owners, and other key stakeholders in the Bi-State Local Area Working Group (LAWG) to seek a means to prevent this devastating listing. Since 2004, this effort has implemented long term conservation actions for sage-grouse in the Bi-State area, and supported the development of the *2012 Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment* (Bi-State Action Plan).

The Bi-State Action Plan is an exemplary model of collaboration among all stakeholders, all of whom have committed time, effort, and resources to preserve sage-grouse. Unfortunately, these voluntary efforts are insufficient due to lack of committed funding.

Resources are required to avoid the listing and Agency managers refined the Plan for a cost of \$37.9 million over five years (see attachment). The Federal Register Notice (Vol. 58, No. 208, p. 64377) states, “...the Bi-State Action Plan, if completely refined and fully implemented, may result in the removal of threats to the Bi-State DPS so that protections of the Act may no longer be warranted...” Conversations with Service staff clarified that “fully implemented” includes ensuring adequate funding to implement agreed-upon conservation actions developed in the Action Plan. Mono County would contribute an additional \$2.2 million over the next five years, and \$5.7 million by 2023, through the closure of a landfill, reconfiguration of solid waste operations, and land use policy updates, for a total cost of \$40.7 million in five years.

This collaborative conservation model reflects a best practice to protect a sensitive species as envisioned by the Endangered Species Act. A listing would undermine good-faith efforts and create an overly regulatory, ineffective program. The result will be frustrated stakeholders and a less effective effort to save the species.

Resource agencies and local government would request continued engagement with all stakeholders to focus limited resources on conservation actions that will benefit the sage-grouse, rather than taking a defensive position to protect ourselves from future private property takings claims and other litigation; property tax loss; and devastation to the agricultural economy, the second largest sector in Mono County.

Therefore, **we are requesting \$7.6 million/year for the next five years be allocated to fund the Bi-State Action Plan.**

Contact: Scott Burns, (760) 924-1807, Wendy Sugimura, (760) 924-1814, Brent Calloway, (760) 924-1809.

Attachment: Bi-State Sage-Grouse Preservation Plan 5-Year Cost Estimate

Action Item	<i>Sub-total (5-year Costs):</i>	Mono County Match
Science Advisor & Conservation Planning Tool	\$1,325,000	
Interagency Wildfire Management	\$250,000	
Urbanization Abatement (Conservation Easements)	\$12,880,708	
Infrastructure/Human Disturbance ¹	\$517,100	\$2,700,000
Pinyon and Juniper Encroachment	\$12,991,843	
Disease and Predation	\$250,000	
Wild Horse Management	\$1,250,000	
Small Populations (DPS Translocations)	\$750,000	
Habitat Improvement	\$641,039	
Habitat Improvement & Restoration	\$895,000	
Improve Regulatory Mechanisms		\$50,000
Maintain and Improve Stakeholder Involvement		\$50,000
Total Direct Costs:	\$31,750,690	
NEPA Related Costs (25% for applicable actions):	\$3,944,471	
Effectiveness Monitoring Costs (15% for applicable actions):	\$2,179,182	
Total Planning/Implementation/Monitoring Costs:	\$37,874,343	
with Mono County match	\$40,674,343	

The funding request is for Federal agencies, such as the US Forest Service and Bureau of Land Management, to implement their portions of the Bi-State Action Plan, which is available from <http://www.regulations.gov/#!documentDetail;D=FWS-R8-ES-2013-0042-0007>. Specific projects that will be enabled by this funding are located on pages 81-101.

¹ \$5.7 million match from Mono County by 2023.



Bi-State Distinct Population Segment of Greater Sage-Grouse Federal Appropriations Request

Date: April 2014

To: Congressional Representatives of the United States

The Endangered Species Act (Act) is quickly becoming a leading issue across the United States. In California and Nevada, we are seeing the potentially devastating impacts from multiple species listings and the constraining burden of new regulations, driven by an aggressive litigation settlement timeline. The Bi-State distinct population segment of Greater Sage-Grouse is currently proposed for designation of critical habitat and listing as threatened under the Endangered Species Act, with a decision due late this year.

Local landowners and agencies, including Mono County, working for over a decade in collaboration with state and federal agencies which include the Bureau of Land Management, United States Forest Service, and the United States Fish and Wildlife Service, have developed a proactive, cost-effective plan to prevent a listing. This 2012 Bi-State Action Plan (Plan), if funded, would ensure the policy objectives of the Act are achieved, namely saving a species, while also ensuring the viability of local economies. We are asking for your support through a supplemental appropriation.

We request a \$30,043,639 million supplemental appropriation for habitat conservation programs detailed in the Plan (see attached). This Plan has been fully vetted, reflects stakeholder and agency commitment, and over the next five years will provide the science-based protections required to justify a not to list.

The funding necessary to implement the plan in the next five years totals \$30,043,639, after deducting funding available to the National Resources Conservation Service (NRCS) through the recently passed Farm Bill. These funds would be apportioned for the U.S. Forest Service (\$16,135,021), Bureau of Land Management (\$6,352,099), U.S. Fish and Wildlife Service (\$5,967,808), U.S. Geological Survey (\$1,325,000), and Department of Defense (\$263,711). We have verified these needs with Nevada and California agencies, and attached is the project-specific spreadsheet identifying costs as well as a one-page project description which reflects the needed investment strategies.

When compared to the \$2 billion going to Lake Tahoe and billions going to Sacramento Bay Delta, this small investment will create a return on investment of federal dollars along with effectively achieving policy goals. In fact, already matching funds totaling just under \$3 million have been identified from Mono County (\$2.8 million) and the Department of Defense (\$168,000).

Finally, this potential critical habitat designation and listing could impact the training ability of our nation's armed forces. The Hawthorne Army Depot and 82% of the Marine Corps Mountain Warfare Training Center's usage training areas are located within proposed critical habitat.

Please join us in supporting a model conservation effort that restores the true spirit of the Endangered Species Act, protects local economies, and provides a real solution to a growing problem facing public and private lands.

Note: For brevity, the attachment to this document (pages 81-101 of the 2012 Bi-State Action Plan) were not included.

Private Land Development Potential by Land Use Designation and Zoning

Excludes the counties of Carson City, Esmeralda, and Mineral.

Total Private Land
145,449 Acres

Development 5,990 (4%)
Resource 57,375 (39%)
Agriculture 82,084 (56%)

Pine Nut

Total Private 31,964
Development 2,405 (8%)
Resource 21,106 (66%)
Agriculture 8,453 (26%)

Desert Creek-Fales

Total Private 52,397
Development 1,168 (2%)
Resource 16,316 (31%)
Agriculture 34,913 (67%)

Mount Grant

Total Private 1,299
Agriculture 1,299 (100%)

Bodie

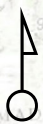
Total Private 44,659
Development 1,290 (3%)
Resource 11,075 (25%)
Agriculture 32,294 (72%)

White Mountains

Total Private 291
Resource 291 (100%)

South Mono

Total Private 14,839
Development 1,127 (8%)
Resource 8,587 (58%)
Agriculture 5,125 (35%)



0 12.5 25 50 Miles

Parcel and Zoning Data Sources: Mono County, Alpine County, Douglas County (Lyon County), Inyo County

Mono County

Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

ANALYSIS OF PRIVATE LAND DEVELOPMENT POTENTIAL BY LAND USE¹ & ZONING

As a signatory to the Local Area Working Group (LAWG) to cooperate on Bi-State Action Plan efforts, Mono County is providing this analysis of development potential on private lands within the proposed critical habitat (PCH) published by the US Fish and Wildlife Service (Service) in the October 28, 2013 proposed rule. Land acreages are A) qualitatively described by land use designations/zoning for Alpine, Douglas, Lyon, Inyo and Mono counties²; and B) quantitatively analyzed for potential build out in Mono County. Lands owned by state and federal resource management agencies, and the Los Angeles Department of Water and Power,³ are excluded from the data. The analysis is based on publicly available information, and has not been reviewed or approved by other jurisdictions.

A. LAND USE DESIGNATIONS/ZONING BY PMU

Within each Bi-State Population Management Unit (PMU), the land uses and/or zoning occurring within each county has been organized into three groups that generally reflect 1) development, 2) resource lands, or 3) agriculture (see Table 1).

As demonstrated by the data, **only 4% of private lands is designated for development, leaving 96% in a resource or agricultural focus.** In addition, existing growth management and land preservation mechanisms, such as clustering, transfer of development rights, growth caps, the California Environmental Quality Act, etc., can substantially minimize development impacts and influence the pattern across the landscape, and are not reflected in this analysis.

- 1. Development:** These designations are generally oriented toward development purposes, whether for residential, commercial, or industrial uses. Varying densities of units are permitted. More intensive recreation uses, resort development, and/or resource extraction operations are included in this category, even though certain types of developments may preserve large portions of open space. Mono County has previously submitted vegetation data demonstrating large portions of these areas in Mono County do not meet the primary constituent elements of PCH, and therefore should be excluded from PCH.
- 2. Resource Lands:** These designations generally limit development potential through regulations due to resource considerations including, but not limited to, sensitive habitat/wildlife, visual impacts, open space value, watershed protection, wetlands, cultural resources, etc. Agricultural uses may be permitted and encouraged, and these land uses/zonings may overlap with those listed in "Agricultural Purposes." Typically, development potential is minimized to one unit and accessory unit on large parcels. Resource extraction and energy development may be permitted, and usually require an additional regulatory permitting process.
- 3. Agriculture:** These designations generally provide for agricultural operations and related uses. Resource extraction and energy development may be permitted, and usually require an additional regulatory permitting process.

¹ Mono County's zoning code was integrated into the General Plan Land Use Designations in 2000. Therefore, the County refers to the equivalent of "zoning" as "Land Use Designations."

² Data was unavailable or could not be accessed within the necessary timeframe for Esmeralda and Mineral counties, and Carson City.

³ All Los Angeles Department of Water and Power lands in Mono County are designated "Open Space," which is one of the most restrictive land use designations.

TABLE 1: Private Development Potential by Acreage within the PCH

	Development	Resource Lands	Agriculture
Pine Nut PMU (31,964 acres total)			
Alpine County (acres)	33	1,260	0
Douglas County (acres)	1,464	18,377	2,090
Lyon County (acres)	397	0	2,993
Inyo County (acres)	N/A	N/A	N/A
Mono County (acres)	511	1,469	3,370
<i>Subtotal (acres)</i>	<i>2,405 (8%)</i>	<i>21,106 (66%)</i>	<i>8,453 (26%)</i>
Desert Creek-Fales PMU (52,397 acres total)			
Alpine County (acres)	N/A	N/A	N/A
Douglas County (acres)	0	11,373	2,387
Lyon County (acres)	145	0	11,349
Inyo County (acres)	N/A	N/A	N/A
Mono County (acres)	1,023	4,943	21,177
<i>Subtotal (acres)</i>	<i>1,168 (2%)</i>	<i>16,316 (31%)</i>	<i>34,913 (67%)</i>
Bodie PMU (44,659 acres total)			
Alpine County (acres)	N/A	N/A	N/A
Douglas County (acres)	N/A	N/A	N/A
Lyon County (acres)	N/A	N/A	N/A
Inyo County (acres)	N/A	N/A	N/A
Mono County (acres)	1,290	11,075	32,294
<i>Subtotal (acres)</i>	<i>1,290 (3%)</i>	<i>11,075 (25%)</i>	<i>32,294 (72%)</i>
Mount Grant PMU (1,299 acres total)			
Alpine County (acres)	N/A	N/A	N/A
Douglas County (acres)	N/A	N/A	N/A
Lyon County (acres)	0	0	1,299
Inyo County (acres)	N/A	N/A	N/A
Mono County (acres)	N/A	N/A	N/A
<i>Subtotal (acres)</i>	<i>0</i>	<i>0</i>	<i>1,299 (100%)</i>
South Mono PMU (14,839 acres total)			
Alpine County (acres)	N/A	N/A	N/A
Douglas County (acres)	N/A	N/A	N/A
Lyon County (acres)	N/A	N/A	N/A
Inyo County (acres)	N/A	N/A	N/A
Mono County (acres)	1,127	8,587	5,125
<i>Subtotal (acres)</i>	<i>1,127 (8%)</i>	<i>8,587 (58%)</i>	<i>5,125 (35%)</i>
White Mountain PMU (291 acres total)			
Alpine County (acres)	N/A	N/A	N/A
Douglas County (acres)	N/A	N/A	N/A
Lyon County (acres)	N/A	N/A	N/A
Inyo County (acres)	0	65	0
Mono County (acres)	0	226	0
<i>Subtotal (acres)</i>	<i>0</i>	<i>291 (100%)</i>	<i>0</i>
TOTAL (145,449 acres)	5,990 (4%)	57,375 (39%)	82,084 (56%)

Note: Douglas County population growth is managed through limited allocations of dwelling units per year at a 2% compounded annual rate. Up to 4,430 dwelling units (households) and vested project allocations are available for distribution for the 10-year Bi-State Action Plan period under consideration for all of Douglas County (not just proposed critical habitat). Development agreements and affordable housing projects are excluded from allocations. (See Attachment 1 for the allocation table published in the Douglas County code.)

1. Development – Land Use Designations/Zoning by county:

Alpine County

- Residential Estate/Commercial Recreation Combined zone (RE-5-CR)

Douglas County

- AP: Airport
- GC: General Commercial
- GI: General Industrial
- LI: Light industrial
- MFR: Multi-Family Residential
- MUC: Mixed use commercial
- NC: Neighborhood Commercial
- OC: Office Commercial
- PF: Public Facilities
- PR: Private Recreation
- ROW: Right-of-Way
- SFR (8,000; 12,000; 1/2, 1, 2): Single Family Residential with varying lot sizes
- SI: Service Industrial
- T-MU: Tahoe-Mixed Use
- T-R: Tahoe-Recreation
- T-RR: Tahoe-Resort Recreation
- T-T: Tahoe- Tourist
- TC: Town Center Overlay (Tahoe)

Lyon County

- Commercial (C1)
- General Industrial (M1)
- PRR5
- E1
- Light Industrial (ME)
- Recreation Vehicle Parks (RVP)

Mono County

- Commercial (C)
- Estate Residential (ER)
- Rural Resort (RU)
- Single Family Residential (SFR)
- Specific Plan (SP)
- Industrial (I)
- Resource Extraction (RE)
- Public Facilities (PF)

2. Resource Lands - Land Use Designations/Zoning by county:

Alpine County

- Land Preserve (LP): The purpose of the LP land preserve zone is to preserve open space lands within the county in a natural or largely undeveloped state in order to maintain through time the county's natural beauty and rural character. It is intended the county may apply land preserve zoning to lands which have used up density and intensity allowances specified in the general plan (see also Section 18.04.070). The purpose of this zone is also to conserve, protect and allow controlled development of resource-oriented industries such as agriculture, forestry, mining, and energy production.
- Agriculture/Land Preserve (AG/LP): Mixed zoning consisting of AG and LP.

Douglas County

- FR-19 (Forest and range - 19 acre minimum parcel size): The purpose of the FR-19 district is to implement the Douglas County master plan, preserve rural areas for the purpose of efficiently using land to conserve forest and range resources, protect the natural environment, preserve open spaces, and preserve open areas for grazing and other agricultural uses for land under private ownership. This is a low density land use district with a maximum permitted density of one home per 19 net acres. Unless otherwise specified in this development code, no more than one home per parcel is permitted in this land use district. This district also provides land use regulation, to the extent of the jurisdiction of the county and the State of Nevada, over lands held by the Bureau of Indian Affairs in trust for individuals (allotments). If such property is transferred to persons in fee simple, then it shall be governed by the regulations for this district.
- FR-40 (Forest and range - 40 acre minimum parcel size): The purpose of the FR-40 district is to implement the Douglas County master plan, establish rural areas for the purpose of efficiently using land to conserve forest and range resources, protect the natural environment, preserve open spaces, and preserve open areas for grazing and other agricultural uses for land under public ownership. This is a low density land use district with a maximum permitted density of one home per 40 gross acres. Unless otherwise specified in this development code, no more than one home per parcel is permitted in this land use district.

Inyo County

- Open Space (OS-40): The purpose [is] ... to encourage the protection of mountainous, hilly upland, valley, agricultural, potential agricultural, fragile desert areas, and other mandated lands from fire, erosion, soil destruction, pollution and other detrimental effects of intensive land use activities. ...protect and preserve the environmental resources, scenic, natural features, and open space character of the county, while also providing for agricultural development and protection of existing agricultural areas from urban development or residential subdivision.

Mono County

- Open Space (OS): Intended to protect and retain open space for future generations. These lands may be valuable for resource preservation (e.g., visual open space, botanical habitat, stream environment zones, etc.), low-intensity recreational uses, mineral resources, or other reasons. One dwelling unit and accessory dwelling unit permitted per 80 acres. Note: Includes all Los Angeles Department of Water and Power lands, which are not included in the acreage calculations.
- Resource Management (RM): Intended to recognize and maintain a wide variety of values in the lands outside existing communities... land may be valuable for uses including but not limited to recreation, surface water conservation, groundwater conservation and recharge, wetlands conservation, habitat protection for special status species, wildlife habitat, visual resources, cultural resources, geothermal or mineral resources. ...special management consideration due to ... natural hazards... e.g., avalanche-prone areas, earthquake faults, flood hazards, or landslide or rockfall hazards. One dwelling unit and accessory dwelling unit permitted per parcel; more intense uses require an additional regulatory approval process. 40 acre minimum parcel size. Note: these lands are typically owned by resource management agencies such as the USFS, BLM, and CDFW.

3. Agriculture – Land Use Designations/Zoning by county:

Alpine County

- Agriculture (AG): The purpose of the AG agriculture zone is to preserve lands best suited for agricultural use from the encroachment of incompatible uses, and to preserve in agricultural use land which may be suited for eventual development of other uses, pending proper timing for the economical provision of utilities, streets and other facilities, and pending other site specific conditions or constraints.
- Agriculture/Industrial (AG/IND): Mixed zoning consisting of AG and IND.

Douglas County

- A-19 (Agriculture - 19 acre minimum parcel size): The purpose of the A-19 district is to implement the Douglas County master plan, to conserve agricultural resources, preserve open spaces and the rural character of the county, and to direct urbanization into manageable and identified development areas. This is a low density land use district with a maximum permitted density of one home per 19 gross acres. Unless otherwise specified in this development code, no more than one home per parcel is permitted in this land use district.
- RA-10 (Rural agriculture - ten acre minimum parcel size): This district is intended to promote the development of single-family detached units at a density and character compatible with agricultural uses with a minimum lot size of ten net acres, and a maximum density of 0.10 units per gross acre. Unless otherwise specified in this code, no more than one home per parcel is permitted in this land use district.
- RA-5 (Rural agriculture - five acre minimum net parcel size): This district is intended to promote the development of single-family detached units at a density and character compatible with agricultural uses with a minimum lot size of five net acres, and a maximum density of 0.20 units per gross acre. The director may approve a minimum parcel size of 1% less than five net acres in connection with a land division of not more than four parcels contiguous with existing, similarly sized parcels. Unless otherwise specified in this development code, no more than one home per parcel is permitted in this land use district.

Lyon County

- Rural Residential (RR): ... is intended to provide a district to accommodate agricultural uses as well as rural, non-farm residential development in locations where city services are not expected to be extended in the foreseeable future, but where there exists development pressure due to the presence of high resource amenities, the rural setting and proximity to jobs and commerce. Minimum parcel sizes vary by area.

Mono County

- Agriculture (AG): Intended to preserve and encourage agricultural uses, to protect agricultural uses from encroachment from urban uses, and to provide for the orderly growth of activities related to agriculture. One dwelling unit and one accessory dwelling unit permitted per parcel; more intense uses require an additional regulatory approval process. Minimum parcel size varies by area.
- Rural Residential (RR): Intended to permit larger-lot, single family dwelling units with ancillary rural uses in areas away from developed communities. Small-scale agriculture, including limited commercial agricultural activities, is permitted. One dwelling unit and one accessory dwelling unit permitted per five acres; more intense uses require an additional regulatory approval process.

B. MONO COUNTY POTENTIAL BUILD OUT

The Mono County build-out numbers were generated and analyzed as part of the General Plan Update, and then clipped to the Service's proposed critical habitat (PCH). **The "Regulated Build Out" outside residential enclaves (REs) best quantifies the development potential in Mono County in PCH.**

The numbers were calculated using the following methodology:

1. The "total build-out" number was calculated based solely on Land Use Designation and parcel size.
2. Existing policies and restrictions were then applied to generate "regulated build out," representing the development potential constrained by policy issues and/or lack of major infrastructure. For example, seasonal occupation

limitations due to avalanche hazards, lack of septic/sewage treatment, and/or policy restrictions for agriculture and clustering, all reduce the likely intensity of development.

3. Build out within residential enclaves (REs), which were previously submitted to the Service for exclusion due to lack of primary constituent elements (PCEs),⁴ were segregated.

TABLE 2: Mono County Build Out Potential in PCH

Build Out	Population Management Units (PMUs)				
	<i>Pine Nut</i>	<i>Desert Creek – Fales</i>	<i>Bodie</i>	<i>South Mono</i>	<i>White Mountain</i>
Total	3,072	3,656	3,758	3,443	6
Outside REs	188	3,376	1,177	1,696	6
Inside REs	2,884	280	1,981	1,747	6
Regulated	1,006	1,014	3,476	2,000	6
Outside REs	68	734	505	317	6
Inside REs	938	280	1,971	1,683	6

In all cases, the application of existing County regulations and exclusion of residential enclaves (REs) severely reduces development potential. The potential in Pine Nut PMU is 2% (68 dwelling units [du]) of total build out, 20% (734 du) in the Desert Creek-Fales PMU, 13% (505 du) in the Bodie PMU, 9% (317 du) in the South Mono PMU, and 100% (6 du) in the White Mountain PMU. Although White Mountain PMU appears high in terms of percentages, the actual impact would be a negligible six units or less. County General Plan policies for the conservation of Bi-State sage-grouse populations and habitat will focus on further reducing and mitigating the impacts of this development potential.

For questions or additional information on this analysis, please contact Mono County Community Development Analysts Wendy Sugimura (760.924.1814, wsugimura@mono.ca.gov) and Brent Calloway (760.924.1809, bcalloway@mono.ca.gov).

⁴ Vegetation data substantiating lack of PCEs was submitted to the Service in January/February 2014.

Attachment 1: Douglas County Allocations

Table A⁵

Year Count	July 1 Year	Total Allocations	Vested projects	Allocations available to distribute
1	2007	317	149	168
2	2008	323	151	172
3	2009	330	155	175
4	2010	336	158	178
5	2011	343	161	182
6	2012	350	164	186
7	2013	357	168	189
8	2014	364	171	193
9	2015	371	174	197
10	2016	379	178	201
11	2017	386	182	204
12	2018	394	186	208
13	2019	402	190	212
14	2020	410	194	216
15	2021	418	197	221
16	2022	427	200	227
17	2023	435	204	231
18	2024	444	208	236
19	2025	453	212	241
20	2026	462	217	245
21	2027	471	220	251
22	2028	480	225	255
23	2029	490	230	260
24	2030	500	234	266
25	2031	510	239	271
26	2032	520		520
27	2033	530		530
28	2034	541		541
29	2035	552		552
30	2036	563		563
31	2037	574		574
32	2038	586		586
33	2039	598		598
34	2040	609		609
35	2041	622		622
36	2042	634		634
37	2043	647		647
38	2044	660		660
39	2045	673		673

⁵ Table A in 20.560.070 Calculation of allocations, in the Douglas County Consolidated Development Code.
<http://dcnvda.org/userpages/CountyCodes.aspx>. Accessed 6/7/2014.

40	2046	686		686
41	2047	700		700
42	2048	714		714
43	2049	728		728
44	2050	743		743
45	2051	758		758
46	2052	773		773
47	2053	788		788
48	2054	804		804
49	2055	820		820
50	2056	837		837
Totals		26,812	4,767	22,045



Release:
August 2014

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An Integrated Population Model for Assessing Greater Sage-Grouse Trends in the Bi-State DPS

The Bi-State DPS of the Greater Sage-Grouse (*Centrocercus urophasianus*) exists along the eastern side of the central Sierra Nevada in California and into western Nevada. Genetic research has indicated isolation and potential conservation risk for this DPS, as well as different patterns of habitat selection and vital rates relative to the range-wide population.

To shed light on the conservation needs of the Bi-State DPS, advanced Bayesian modeling is being explored to calculate trends in population change. The initial findings of this approach are published in USGS Open-File Report 2014-1165.

USGS researchers developed an Integrated Population Model (IPM) to estimate population growth rate for six primary subpopulations within the Bi-State DPS: Pine Nuts, Desert Creek, Fales, Bodie Hills, Parker Meadows, and Long Valley.

Using empirical field data collected from 2003 to 2012 by WERC with state and university partners, the researchers developed the IPM based on 1) lek count models, and 2) demographic data models that consist of nest attempt rate, clutch size, egg hatchability, nest survival, and chick, juvenile, yearling, and adult survival.

The IPM indicates that the Bi-State DPS overall is stable, but among subpopulations, evidence suggests Parker Meadows exhibited a declining trend.

WERC is now conducting a retrospective analysis on the model data to assess which life stage most strongly influenced population change. Then a prospective sensitivity/elasticity analysis will further reveal the critical components of grouse life-history driving population change.

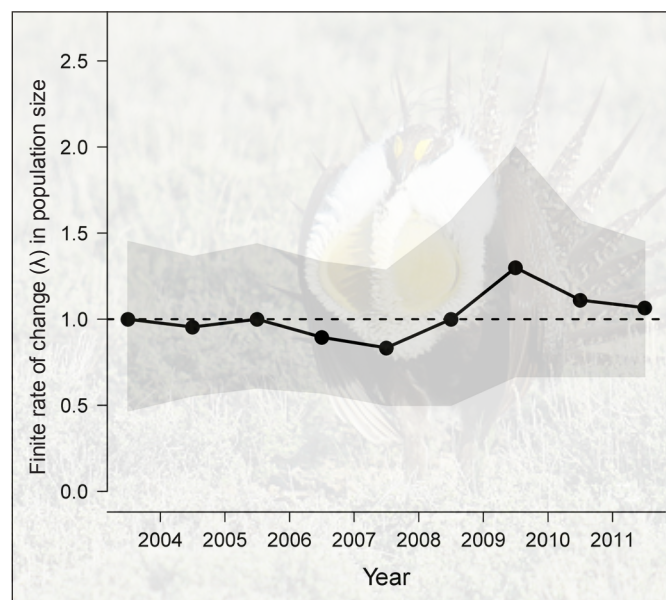
Management Implications

- The IPM indicates the Bi-State DPS overall is stable, but among subpopulations, evidence suggests Parker Meadows exhibited a declining trend.
- With refinement, this Integrated Population Modeling (IPM) approach could be adapted to assess population trends for Greater Sage-Grouse at other regional and landscape scales.

THIS BRIEF REFERS TO:

Coates, PS, BJ Halstead, EJ Blomberg, B Brussee, KB Howe, L Wiechman, J Tebbenkamp, KP Reese, SC Gardner, ML Casazza. 2014. A hierarchical integrated population model for greater sage-grouse (*Centrocercus urophasianus*) in the Bi-State Distinct Population Segment, California and Nevada: U.S. Geological Survey Open-File Report 2014-1165, 34p. doi: 10.3133/ofr20141165

<http://www.werc.usgs.gov/ProductDetails.aspx?ID=5044>
<http://www.werc.usgs.gov/sagegrouse>



Finite rate of change in population size across all six Bi-State DPS study area sites in California and Nevada, 2003–12. Gray shading represents the 95% credible interval. The dashed horizontal line represents a stable population. Photo: Tatiana Gettelman.

INTERNATIONAL SAGE-GROUSE FORUM

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- [Agenda](#)
- [Registration](#)
- [Sponsors, Exhibitors, Partners](#)
- [Scholarship](#)
- [Travel & Lodging](#)
- [Area Information](#)
- [Committee Members](#)



The event conducted under the auspices of the Western Association of Fish and Wildlife Agencies

Additional support provided by:
Utah State University
Utah State University Extension
Quinney College of Natural Resources
Jack H. Berryman Institute



Agenda

Plenary Speakers

Coming soon.

Schedule at a Glance

Thursday, November 13

- 8:00 a.m. Welcome
- 8:05 a.m. Keynote Speaker
- 8:15 a.m. Forum Purpose - Defining Your Place in the Conservation of Sage-grouse and the History and Evolution of Sagebrush Landscape and Sage-grouse Conservation
- 8:30 a.m. Seeking Collective Solutions: Empowering States through the Conservation Objectives Team (COT) Report, USFWS
- 9:00 a.m. The Role and Status of BLM and USFS Plan Revisions in Sagebrush Country, BLM/USFS
- 9:30 a.m. The Sage Grouse Initiative: Partnerships in Action
- 10:00 a.m. Break
- 10:30 a.m. Success in the Bi-State - Combining Biology, Policy and Win-win Solutions to Proactively Conserve the Bi-State Population
- 11:00 a.m. A Public Rancher's Perspective: My View from the Saddle
- 11:30 a.m. Lunch
- 1:00 p.m. State of the States and Provinces: Sage-grouse Population and Conservation Effort Status
- 3:00 p.m. Break - Room Set-up for Concurrent Workshops
- Concurrent Workshops (Choose one, some sessions repeated)
- (A) A Primer in Sage-grouse Biology and Ecology
- (B) Sagebrush and Sage-grouse Landscape Management - Minimums and Maximums
- 3:30 p.m. (C) SGI Science to Solutions: Low Hanging Fruit and How to Pick It.
- (D) Approaches to Mitigations
- Sage-grouse- Mitigation and Mining in Nevada
- Lesser Prairie Chicken Conservation Banking
- 6:00 p.m. LWG Facilitator Coordination Event (LWG facilitators primarily)

Friday, November 14

- Concurrent Workshops
- (E) Predation and Hunting: Lightning Rods and Silver Bullets
- 8:00 a.m. (F) Strategic Conservation Planning for Private/Public Lands
- (G) New Breakthroughs in Fire and Invasive Weed Management
- (H) What is Development, Disturbance, Fragmentation, and Habitat Loss?
- 10:00 a.m. Break
- Concurrent Workshops
- (B) Sagebrush and Sage-grouse Landscape Management - Minimums and Maximum (Repeat)
- (C) SGI Science to Solutions: Low Hanging Fruit and How to Pick It (Repeat)
- 10:30 a.m. (D) Approaches to Mitigations (Repeat)

(I-1) State and Province Plans Digested: In-depth Discussion (Nevada, Utah, Idaho, California, Washington, Oregon)

12:30 p.m. Lunch

Concurrent Workshops

(F) Strategic Conservation Planning for Private/Public Lands (Repeat)

1:30 p.m. (I-2) State and Province Plans Digested: In-depth Discussion (Montana, Wyoming, Colorado, North Dakota, South Dakota, Alberta, Saskatchewan)

(E) Predation and Hunting: Lightning Rods and Silver Bullets (Repeat)

(G) New Breakthroughs in Fire and Invasive Weed Management (Repeat)

4:00 p.m. Sage-grouse Conservation: Setting the Tone for the Future

[View Radisson Floor Plans](#)

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 2, 2014	
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Closed Session--Human Resources	

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Jim Leddy.

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

**SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING**

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
8/15/2014 11:06 AM	County Administrative Office	Yes
8/26/2014 10:32 AM	County Counsel	Yes
8/6/2014 5:54 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING September 2, 2014
DATE

Departments: County Administrator/Human Resources

TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Closed Session - Public Employment	

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Chief of Probation.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Jim Leddy

PHONE/EMAIL: (760) 932-5414 / jleddy@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
 ATTACHMENTS TO THE OFFICE OF
 THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval

8/20/2014 10:29 AM	County Administrative Office	Yes
8/26/2014 10:39 AM	County Counsel	Yes
8/26/2014 9:50 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 2, 2014	
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Closed Session - Conference with Legal Counsel	

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Luman v. Mono County Personnel Appeals Board.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

**SUBMIT THE ORIGINAL DOCUMENT WITH SEND COPIES TO:
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD
MEETING**

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
8/28/2014 7:15 AM	County Administrative Office	Yes
8/27/2014 3:27 PM	County Counsel	Yes
8/27/2014 3:25 PM	Finance	Yes