



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 August 7, 2018

TELECONFERENCE LOCATIONS:

Town / County Conference Room, Minaret Village Mall, 437 Old Mammoth Road, Suite 220, Mammoth Lakes, California, 93546 (above Giovanni's restaurant, in the Mono County Community Development office).

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

2. **RECOGNITIONS - NONE**

3. **COUNTY ADMINISTRATIVE OFFICE**

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

4. **DEPARTMENT/COMMISSION REPORTS**

5. **CONSENT AGENDA**

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

A. Board Minutes

Departments: Clerk of the Board

Approval of the minutes from the regular Board meeting on July 3, 2018.

Recommended Action: Approve the minutes from the regular Board meeting on July 3, 2018.

Fiscal Impact: None.

B. Board Minutes

Departments: Clerk of the Board

Approval of the minutes from the regular Board meeting on July 10, 2018.

Recommended Action: Approve the minutes from the regular Board meeting on July 10, 2018.

Fiscal Impact: None.

C. Board Minutes

Departments: Clerk of the Board

Approval of the minutes from the regular Board meeting on July 17, 2018.

Recommended Action: Approve the minutes from the regular Board meeting on July 17, 2018.

Fiscal Impact: None.

D. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 6/30/2018.

Recommended Action: Approve the Investment Report for the Quarter ending 6/30/2018.

Fiscal Impact: None.

E. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 6/30/2018

Recommended Action: Approve the Treasury Transaction Report for the month ending 6/30/2018

Fiscal Impact: None

F. 2018 WIC Contract Amendment #15-10093 A03

Departments: Public Health

Proposed Standard Agreement Amendment with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program pertaining to Contract #15-10093 A03.

Recommended Action: Approve County entry into proposed contract amendment and authorize Board Chairman to execute said contract on behalf of the County by signing the following: 2 copies of Standard Agreement Amendment (STD 213A); 1 copy of California Civil Rights Laws Attachment (DGS OLS 04).

Fiscal Impact: This item has no fiscal impact to the General Fund. Mono County WIC Program has a budget of \$277,451 for Year 3 (October 1st, 2017 to September 30th , 2018) of the 4-year contract. This item does not change the amount budgeted; only the line item (object) amounts change.

G. Agreement for Legal Services for Mono County Childcare Council

Departments: County Counsel

Proposed contract with Mono County Childcare Council pertaining to the provision of legal services by the Office of the County Counsel.

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

Fiscal Impact: Dependent upon amount of work required by Child Care Council. Reimbursement for services would be at actual cost.

H. Amendment and Extension of Contract with Willdan Engineering-Interim Director of Public Works

Departments: CAO

Proposed contract with Willdan Engineering pertaining to Interim Director of Public Works services.

Recommended Action: Approve entry and authorize CAO to extend contract with Doug Wilson of Willdan Consulting, for the provision of Interim Director of Public Works Services.

Fiscal Impact: Contract limit increases from \$73,000 to \$173,000. This contract limit, in its entirety, will be offset by salary savings related to the vacancy of the Director position.

I. Approval of Two New Positions in the Behavioral Health Department

Departments: Behavioral Health

Proposed resolution amending the County List of Allocated Positions to include 2 new positions in the Behavioral Health Department.

Recommended Action: Consider and potentially adopt Resolution No. 18-____ , A Resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to add one (1) .60 Case Manager I Position, and one (1) Office Assistant I/II Position, in the Behavioral Health Department.

Fiscal Impact: The positions are included within the approved FY 18/19 budget. Case Manager I at 24 hours per week (.60): \$29,772 salary; \$11,000 benefits; Total \$40,772. Office Assistant I/II: \$26,460 to \$30,684 salary; \$11,000 benefits; Bilingual pay \$3,000 Total \$40,460 to \$44,684.

J. Consolidation of Elections - Antelope Valley Fire Protection District

Departments: Elections

The Antelope Valley Fire Protection District has requested that its Special Election on the imposition of a special tax on each parcel of land within the boundaries of the District to pay for fire protection services be consolidated with the 2018 Statewide General Election on November 6, 2018, and that the Mono County Elections Division conduct the election and canvass the returns.

Recommended Action: Consider and potentially adopt Resolution R18-____, Approving the Antelope Valley Fire Protection District's Request to Consolidate its Special Election with the November 6, 2018 Statewide General Election.

Fiscal Impact: Minor costs associated with adding an extra item(s) to the already scheduled ballot. These costs will not be known until after the election. In accordance with Elections Code Section 10002, the Antelope Valley Fire Protection District shall reimburse the County for these additional costs.

K. New Hire for Public Safety Officer I at C Step

Departments: Sheriff

On July 2, 2018, a new employee was hired as a PSO I. This employee has three years of experience as a Police Officer in the state of Nevada and possesses a Nevada Basic POST Certificate. The combination of law enforcement experience and training make this employee overqualified for the entry level, and therefore we are requesting a starting salary at Step C.

Recommended Action: Approve moving New Public Safety Officer from Step A to Step C.

Fiscal Impact: This is an allocated and budgeted position in the Fiscal Year 18-19 General Fund. The difference in annual salary between the A step and the C step is \$4,560.

L. Appointment of Supervisor Halferty to Eastern Sierra Transit Authority Board

Departments: Clerk of the Board

Appointment of Supervisor Halferty to the Eastern Sierra Transit Authority Board of Directors, to replace Kirk Stapp.

Recommended Action: Appoint Supervisor Halferty to the Eastern Sierra Transit Authority Board of Directors.

Fiscal Impact: None.

M. Sierra Center Mall Estoppel Certificate

Departments: CAO, County Counsel

Tenant estoppel certificate for Sierra Center Mall.

Recommended Action: Authorize Board Chair to sign estoppel certificate.

Fiscal Impact: This item has no fiscal impact.

N. Reclassification of Vacant Administrative Services Specialist to Fiscal and Administrative Services Officer

Departments: Public Works

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one fiscal and administrative services officer and delete one Administrative Services Specialist in the Department of Public Works.

Recommended Action: Adopt proposed resolution R18-___, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one fiscal and administrative services officer and delete one

Administrative Services Specialist in the Department of Public Works.

Fiscal Impact: The changing of the allocation list has no direct fiscal impact, as the position is not funded at this time. Associated fiscal impact will be identified during the Phase II Budget process.

6. CORRESPONDENCE RECEIVED

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

A. California Secretary of State Thank You Letter

Departments: Elections

A letter from the California Secretary of State thanking Shannon Kendall, Mono County Registrar of Voters, for a successful June Primary Election and participating in the Election Observation Program.

B. Agricultural Commissioner's Office Department Update August 2018

Departments: Clerk of the Board

August 2018 department update from the Counties of Inyo and Mono Agricultural Commissioner's Office.

7. REGULAR AGENDA - MORNING

A. Employment Agreement for Community Development Director

Departments: Human Resources

5 minutes

(Dave Butters) - Proposed resolution approving a contract with Wendy Sugimura as Community Development Director, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution #R18-____, Approving a contract with Wendy Sugimura as Community Development Director, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2018-2019 (August 6, 2018 through June 30, 2019) is approximately \$184,672 of which \$109,000 is salary, and \$75,672 is the cost of the benefits and was included in the approved budget.

B. Resolution for Sale of 71 Davison, Mammoth Lakes, CA

Departments: Behavioral Health

20 minutes

Proposed resolution declaring the County's intention to sell property located at 71 Davison Street in Mammoth Lakes, California.

Recommended Action: Adopt proposed resolution R18-____, Declaring its intention to sell certain county-owned surplus real property (APN 031-070-011) and specifying the terms and conditions of the sale.

Fiscal Impact: There is no fiscal impact to the Mono County General Fund nor to the Behavioral Health Department at this time. There is the potential for revenue to each should the property sell. The minimum bid amount is \$300,000. Records indicate the property was acquired in 1997 for \$220,000 with Behavioral Health providing \$191,400 (87%) of the funding and the County's General Fund providing \$28,600 (13%).

C. Los Angeles Department of Water and Power Removal of Water from Little Round and Long Valleys

Departments: Various

2 hours (30 minute presentation, 1.5 hour discussion)

(Staff) -

Item 1: Staff presentation on the County's attempts to work collaboratively with the Los Angeles Department of Water and Power (LADWP) to address negative impacts to environmental, aesthetic, recreational, agricultural, economic and other resources in Mono County resulting from LADWP's reduction in water to approximately 6,400 acres of wetland and meadow habitat in Long Valley and Little Round Valley this summer. Proposed letters to LADWP Board of Commissioners President Mel Levine and Los Angeles Mayor Eric Garcetti regarding same.

Item 2: Staff presentation and public comment on current conditions in the Long Valley and Little Round Valley areas, discussion of next steps and direction to staff.

Recommended Action:

Item 1:

1A. Approve proposed letter to LADWP Commission President Mel Levine correcting inaccurate information contained in various communications regarding this issue; provide any desired direction to staff.

1B. Approve proposed letter to Los Angeles Mayor Eric Garcetti thanking him for his attempts to encourage a negotiated solution with LADWP but informing him that the negotiations between the County and LADWP have ended without Mono County's concerns having been addressed; provide any desired direction to staff.

Item 2:

2A. Continue outreach to elected officials, agencies and others to further a political/collaborative solution;

2B. Continue participation with interested parties including environmental organizations, recreational groups, wildlife agencies, state and federal representatives, ranchers and others to coordinate efforts in response to LADWP's actions;

2C. Pursue state and/or federal legislation restraining LADWP's actions in Mono County to protect the natural environment and related Eastern Sierra values;

2D. Pursue the development of a long-term water management plan for Long Valley and Little Round Valley which is based on sound science and protects environmental and other Eastern Sierra values; and/or

2E. File litigation against LADWP to restrain LADWP's actions this year and prevent further harm.

Fiscal Impact: Depends on direction given.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

9. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session -- Anticipated Litigation

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

C. Closed Session -- Workers' Compensation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Workers' compensation claim of Arturo Torres.

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

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. **REGULAR AGENDA - AFTERNOON**

A. Budget Allocation Transfer

Departments: Sheriff
20 minutes

(Ingrid Braun) - Request a budget allocation transfer of \$178,000 from the Jail Budget and appropriate \$172,000 from General Fund carryover to fund the Sheriff's Office anticipated excess appropriations of \$350,000 for Fiscal Year 2017-2018.

Recommended Action: Approve transfer of \$178,000 in appropriations from the Jail Budget and \$172,000 from General Fund carryover to the Sheriff's Office budget for fiscal year 2017-2018 (requires 4/5ths vote of approval).

Fiscal Impact: This request, after the transfer of funds from the Jail Budget, will reduce overall General Fund carryover balance by \$172,000.

B. Approve Contract with Price, Paige & Company for Audit Services

Departments: Finance
10 minutes (5 minutes presentation, minutes discussion)

(Janet Dutcher) - Proposed contract with Price Paige & Company pertaining to audit services from August 1, 2018 to March 31, 2023, for a total amount not to exceed \$403,015.

Recommended Action: Approve County entry into proposed contract and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Annual cost of this proposed contract ranges between \$78,700 to \$83,493 over a five year period, an increase of \$6,700 for the first year over costs incurred for similar audit services in FY 2017-2018. The first year cost is included in the FY 2018-2019 adopted budget. A portion of contract costs are reimbursable from state and federal grant programs under the County's indirect cost plan.

C. Approval of Contract with Roebbelen Construction for the Design-Build Construction of a Civic Center on the McFlex Property

Departments: CAO
30 minutes

(Tony Dublino) - Proposed contract with Roebbelen Contracting, pertaining to the Design-Build of a Mono County Civic Center building in Mammoth Lakes.

Recommended Action: Approve County entry into proposed contract and authorize Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The total contract limit is \$20,500,000. Funds are to be issued through Certificates of Participation. Debt service and operating costs are projected to be largely offset by existing lease and operating costs.

D. Resolution Declaring County's Intent to Reimburse Itself for Capital Costs

Departments: Finance, CAO, County Counsel

10 minutes (5 minute presentation; 5 minutes discussion)

(Janet Dutcher) - Proposed resolution of the Board of Supervisors of Mono County Declaring Its Official Intent to Reimburse Itself for Certain Capital Costs from the Proceeds of Long-Term Debt.

Recommended Action: Adopt proposed resolution #R18-___, Declaring Its Official Intent to Reimburse Itself for Certain Capital Costs from the Proceeds of Long-Term Debt. Provide any desired direction to staff.

Fiscal Impact: Allows for reimbursement to the County of any capital project costs associated with building the new South County facility prior to the issuance of the related tax-exempt debt financing. All costs incurred up to sixty days before adoption of this resolution are eligible for reimbursement.

12. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the minutes from the regular Board meeting on July 3, 2018.

RECOMMENDED ACTION:

Approve the minutes from the regular Board meeting on July 3, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
7-3-18 Draft Minutes

History

Time	Who	Approval
7/23/2018 10:18 AM	County Administrative Office	Yes
7/27/2018 3:48 PM	County Counsel	Yes
7/23/2018 10:28 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
July 3, 2018**

Flash Drive	Board Recorder
Minute Orders	M18-131 – M18-139
Resolutions	R18-36 – R18-39
Ordinance	ORD18-11 Not Used

9:05 AM Meeting Called to Order by Chair Gardner.
Supervisors Present: Corless, Gardner, Peters, and Stump.

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

Governor appointed Jennifer Halferty as District 1 Supervisor and she will be sworn in July 10, 2018.

Pledge of Allegiance led by Supervisor Peters.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

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

Leslie Chapman, CAO:

- Was off all of last week.

Note:

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

- Getting ready to release RFP (request for proposals) for Public Defender services - coming before the Board for approval July 10. Two public defenders leaving early.
- 4th of July celebration – shout out to all Public Works employees involved.
- Radio governance group continues to meet.
- Shout out to Bridgeport staff - Twice a year, staff members voluntarily clean up trash on the streets of Bridgeport.
- Discussion about what to do with the Emergency Services Grant. Can roll that over for the emergency radio communications. Working on staff changes to administer that grant. Thanked Rebecca Buccowich for stepping up and offering to take charge of that grant.

4. DEPARTMENT/COMMISSION REPORTS

Justin Nalder, Solid Waste Superintendent:

- Each year we collect a lot of data that is sent to Cal Recycle.
- State targets come from AB 939, gave us the 50% diversion goal statewide.
- Current data shows that Mono County is meeting goal rates.
- Still trying to achieve all of the mandates.
- Tipping Fee waiver program. Waived around \$18,000 in fees.
- Supervisor Stump: would like him to come back to discuss possibility of franchising with recyclers as a way to potentially increase recycling.
- Language in updated franchise agreement that includes recycling.

Wendy Sugimura, Interim Community Development Director:

- Concern of the processing of cannabis applications.
- How it works: Accepted applications over the counter and they have been Looked at for processing, but not deemed complete. The applications are still in Land Development and Technical Advisory Committee review, which has no power to make decisions. They will come to the planning commission for a decision, which will be a public hearing. Operation permits will be an agenda item before the Board.

5. CONSENT AGENDA

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

A. Approve Memorandum of Understanding with California Health and Wellness

Departments: Behavioral Health

Proposed Memorandum of Understanding between California Health and Wellness Plan and County of Mono pertaining to requirements by the California Department of Health Care Services to provide mental health services to Mono County residents.

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

Corless moved; Peters seconded

Vote: 4 yes; 0 no

M18-131

Note:

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

B. Approve Mental Health Services Act Reversion Plan for Behavioral Health Department

Departments: Behavioral Health

County Mental Health Plans (Counties) receive state-based funding for mental health services as a result of California Proposition 63 (now known as the Mental Health Services Act or MHSA). Assembly Bill (AB) 114, which became effective July 10, 2017 states that unspent MHSA funds up for reversion (funds that expire and return to the State) are now reallocated back to the county for their originally allocated purpose. Every county must adopt a plan to spend its reallocated funds and post the plan to the county's website. This agenda item is to request approval of the Department's plan for spending reverted funds. All reverted funds must be expended no later than June 30, 2020.

Action: Approve Mental Health Services Act Reversion Expenditure Plan for FY 2017-2018

Corless moved; Peters seconded

Vote: 4 yes; 0 no

M18-132

C. Contract Extension with Bauer Planning & Environmental Services for the Tioga Inn Specific Plan Update and Subsequent Environmental Impact Report (EIR)

Departments: Community Development

Proposed contract amendment with Bauer Planning & Environmental Services to extend the expiration date for an existing contract pertaining to the Tioga Inn Specific Plan Update and associated environmental analysis.

Action: Approve the contract amendment to extend the expiration date to June 30, 2020 and authorize Leslie Chapman, CAO, to execute said contract amendment on behalf of the County, with the total contract amount remaining the same (\$106,850) and the amendment commencing on July 1, 2018.

Corless moved; Peters seconded

Vote: 4 yes; 0 no

M18-133

D. Intermittent Road Closures for Special Events

Departments: Public Works - Road Division

1. Proposed Resolution Authorizing the Intermittent Closure of Portions of Aurora Canyon Road, State Highway 182, Stock Drive and Court Street in the Bridgeport Area October 6, for the 2018 Sierra Safari Off-Highway Vehicle Tour. 2. Proposed Resolution Authorizing the Intermittent Closure of Portions of Larson Lane, Eastside Lane, Offal Lane, Topaz Lane, Cunningham Lane,

Note:

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

Lone Company Road, Camp Antelope Road and Burcham Flat Road
September 11-15, for the 2018 Eastern Sierra ATV/UTV Jamboree.

Action: Adopt proposed resolution R18-36, Authorizing intermittent road closures in the Bridgeport area for the 2018 Sierra Safari Off-Highway Vehicle Tour.

Stump moved; Peters seconded

Vote: 4 yes; 0 no

R18-36

Adopt proposed resolution R18-37, Authorizing intermittent road closures in the Bridgeport and Antelope Valley areas for the 2018 Eastern Sierra ATV/UTV Jamboree.

Stump moved; Peters seconded

Vote: 4 yes; 0 no

R18-37

Supervisor Stump:

- In the past there was a difference of opinion between CHP and the County as to riding these vehicles on the road. Has there been an agreement?
- With the recent federal court order required that the United States Fish and Wildlife vacate its sage grouse decision, have the agencies that control the land weighed in?

Leslie Chapman, CAO:

- Resolved issues with travel on dirt roads and traffic control. New procedures that satisfy the requirements of both agencies.
- Permits issued By Forest Service and BLM with all environmental issues being considered. Believes the event was moved to September to mitigate sage grouse issues. Believes both of Supervisor Stump's issues have been addressed.

E. Agreement between Mono County Sheriff and Yosemite National Park for Mutual Assistance

Departments: Sheriff

Contract with Yosemite National Park for mutual assistance.

Action: Approve and ratify agreement for mutual assistance between Mono County Sheriff and Yosemite National Park, executed by Sheriff Ingrid Braun on behalf of the County.

Corless moved; Peters seconded

Vote: 4 yes; 0 no

M18-134

F. Forest Service Drug Cooperative Law Enforcement Agreement

Departments: District Attorney

Approve and authorize the Mono County Board of Supervisor's Chair to sign the Forest Service Drug Cooperative Law Enforcement Agreement between the Mono County District Attorney's Office and the USDA, Forest Service, Inyo National Forest.

Note:

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

Action: Authorize Chair, Bob Gardner to sign Forest Service Drug Cooperative Law Enforcement Agreement to be administered by the District Attorney.

Corless moved; Peters seconded

Vote: 4 yes; 0 no

M18-135

G. Victim/Witness Grant Resolution

Departments: District Attorney

Resolution approving and authorizing the Mono County District Attorney to participate in and administer the Victim/Witness Assistance Program which is part of the District Attorney's Victim/Witness Program.

Action: Approve resolution R18-38, Authorizing the Mono County District Attorney's Office to participate in the Victim / Witness Assistance Program and authorize the District Attorney to sign for and administer the grant.

Corless moved; Peters seconded

Vote: 4 yes; 0 no

R18-38

H. AB 924 Letter Tribal Cannabis

Departments: County Administrative Office

Letter of support for AB 949

Action: Approve letter of support as amended for AB 924, Cannabis Regulatory Enforcement Act for Tribal Entities.

Stump moved; Corless seconded

Vote: 4 yes; 0 no

M18-136

Stacey Simon, County Counsel:

- Updated the letter to represent the latest changes from RCRC (Rural County Representatives of California) - current positions of rural counties reflected.

I. Letter Against Current Immigration Practices

Departments: County Administrative Office

Letter to Congressman Paul Cook regarding immigration policy and reunification of children with their families.

Action: Approve letter as presented and direct staff to send to Congressman Cook.

Stump moved; Corless seconded

Vote: 4 yes; 0 no

M18-137

Supervisor Stump:

- Feels that an additional letter needs to be written to encourage all elected

Note:

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

representatives to compromise on this issue.

Supervisor Gardner:

- Addresses the need for compromise on this issue as an example but on every issue as well. Support an approach that uses two letters and not hold this up any further.

J. List of Allocated Positions for Fiscal Year 2018-19

Departments: CAO

Proposed resolution adopting the County of Mono List of Allocated Positions for the Fiscal Year 2018-2019.

Action: Adopt proposed resolution R18-39, Adopting the County of Mono List of Allocated Positions for the Fiscal Year 2018-2019.

Stump moved; Peters seconded

Vote: 4 yes; 0 no

R18-39

Supervisor Stump:

- Does this position list reflect what was in the budget that was adopted in June?
- How many vacant positions that were listed are funded?

Leslie Chapman, CAO:

- Everything discussed at budget meeting on June 12 is funded.
- List includes funded and un-funded positions.

6. CORRESPONDENCE RECEIVED

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

A. Walker Military Operations Area Airspace Establishment at Marine Corps Mountain Warfare Training Center

Description of Proposed Action and Alternatives to establish the Walker Military Operations Area designated airspace to support the preparation of an Environmental Assessment from the United States Marine Corps, United State Forest Service, and Federal Aviation Administration.

Supervisor Peters:

- Not an expansion of air space activities, but more of a formalization of new updated requirements. They need to comply with certain regulatory submittals.
- Intent to make it a safer area for all to use.

B. Mono Basin Regional Planning Advisory Committee Letter to Southern California Edison

Letter from the Mono Basin RPAC to Southern California Edison requesting that all new power poles installed as part of the Lee Vining substation

Note:

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

maintenance project be treated to reduce visual impacts.

C. Letter to Governor Brown to Reconsider Forestland Management Policy

Letter from Liz O'Sullivan to Governor Brown asking him to reconsider the forestland management policy that results in smoke pollution for areas including the Eastern Sierra.

7. REGULAR AGENDA - MORNING

A. Lions Fire Update

Departments: CAO

(Margie DeRose, Deputy District Ranger or other Forest Service representative) - Lions Fire update from a representative for the Forest Service followed by a question and answer session.

Action: This item is informational only.

Margie DeRose, Deputy District Ranger, Inyo National Forest, Mammoth District:

- Handed out map (available in additional documents).
- Introduced item.
- Provided information regarding the management of the fire.
- Timeline of the fire.

Denise Tolmie, District Ranger, Sierra National Forest, Bass Lake District:

- Provided update on the fire.

Robert Scott, Air Resource Advisor for Lions Fire:

- Provided additional information regarding smoke from the fire.

B. Review and Declaration of Election Results

Departments: Elections

(Shannon Kendall, Registrar of Voters) - Presentation of certified election results. Request for declaration of results.

Action: 1. Approve as correct, the Statement of Votes for the June 5, 2018 Statewide Direct Primary Election and declare elected to office the following candidates who received the highest number of votes in each contest of the Election: Gerald Mohun for Superior Court Judge, Jennifer Halferty for Supervisor District 1, Stacy Corless for Supervisor District 5, Barry Beck for Assessor, Tim Kendall for District Attorney, Ingrid Braun for Sheriff, Stacey Adler for Superintendent of Schools and the following three individuals for Mammoth Lakes Town Council: Lynda Salcido, John Wentworth and Kirk Stapp. 2. Declare the following results of each measure voted on at the election: Measure "A": (Mammoth Lakes Fire Protection District Special Tax) failed; Measure "B": (Mammoth Unified School District Bond Measure) passed; Measure "C": (Town of Mammoth Lakes Cannabis Tax) passed; and, Measure "D": (Mono County Cannabis Tax) passed.

Peters moved; Stump seconded

Note:

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

Vote: 4 yes; 0 no

M18-138

Shannon Kendall: Clerk-Recorder-Registrar:

- Introduced item.

C. Appropriation of Unspent FY17/18 Recreation Funding into FY 18/19 Recreation Fund

Departments: CAO

(Tony Dublino) - Pursuant to Board discussion, appropriate unspent FY 17/18 Recreation Funding into FY 18/19 Recreation Fund to ensure continuation of the County's recreation enhancement efforts.

Action: Authorize the appropriation of any unspent FY 17/18 Recreation Funding into FY 18/19 Recreation Fund.

Corless moved; Peters seconded

Vote: 4 yes; 0 no

M18-139

Leslie Chapman, CAO:

- Introduced item.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION at 10:07 AM

A. Closed Session--Human Resources

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

B. Closed Session - Public Employment, Public Works Director

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

C. Closed Session - Initiation of Litigation

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

Note:

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

D. Closed Session: Exposure to Litigation

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

Reconvene: 1:40 PM

Nothing to report out of Closed Session.

10. BOARD MEMBER REPORTS

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

Supervisor Corless:

- RCRC Board Meeting & State Budget Update. Complete report attached (available in additional documents).
- November ballot measures: Board took “no position” on housing, “oppose” position on the “People’s Initiative to Protect Proposition 13 Savings Act” and the “Tax Fairness, Transparency and Accountability Act.” The latter measure will not appear on the ballot due to an eleventh-hour budget/legislative deal involving “big soda” working to stop local soda tax measures.
- Also see RCRC’s summary of the budget package in the memo.
- Forest Management Task Force: tree mortality task force now a working group focused on forest health/forest management—RCRC participating on behalf of member counties, will make sure Mono’s perspective is represented.
- Other important updates on wildfire insurance liability, negotiations with CalPERS / hardship policy, environmental services/solid waste regulatory issues. Annual meeting Sept 19-21 in Napa.
- Meetings re: DWP/Long Valley: Met with State Water Boards Chair Felicia Marcus and executive staff; CA Dept of Food and Ag Secretary Karen Ross. Also participated in call with DWP, continued frustration.
- Mammoth Lakes Housing: approved transition plan for acting Exec Director Patricia Robertson. Also approved a HOME grant application up to \$5 million for conversion of Sierra Manor Rd property to community housing.
- July 4 Festivities in Mammoth – dedicating parade to Larry Johnston for his contributions to the community—amazing parade floats being a small part of that. I’ll be working as a parade announcer at Old Mammoth/Tavern.

Supervisor Gardner:

- On June 21 I attended the First 5 Commission meeting in Mammoth. The Commission continues to provide excellent support and services to our county children and their parents. We reviewed several ongoing programs and talked about some efforts from other counties.
- On Monday June 25 I attended a meeting of the June Lake Skatepark Committee. This is a new group that is focused on raising funds for a skatepark in the June Lake community.
- Finally, on June 28 I attended a presentation put on by the US Forest Service about the Lion Fire in Mammoth. I was pleased that the USFS took the time to provide this opportunity for the community to learn about the fire and ask questions.

Note:

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

Supervisor Peters:

- 20th LAFCO
- 27th CSAC Regional Conference CSAC Resiliency Advisory Committee Chaired By Sonoma County Supervisor James Gore
- Insurance Companies, Utilities Reps, CPUC Reps, FEMA, CAL OES, KOFILE
- 29th Call DWP
- 30th Forest Homeowners Meeting
- 2nd Twin Lakes Homeowners
- **Other:** Closing of Walker Recycling Center
- Ongoing Discussions Regarding DWP Rancher Leases
- Thanks To PW's staff for Painting of the Horseshoe Pits, Picnic Tables at the BP Park
- **Upcoming:**
- 4th of July In Bridgeport

Supervisor Stump:

- Sophia Borgias, researcher from the University of Arizona, doing work on water transfers. She had reached out to LADWP but they declined to speak with her.
- 6-24 and 6-25: Smoke issues and lack of information about the Lyons Incident. Many upset, angry, frustrated phone calls
- 6-26: Attended the CSA 1 Board meeting. Kim McCarthy is resigning from the Board after at least 14 years of service. I will be requesting a resolution of appreciation at a future BOS meeting.
- 6-28: Attended the USFS Lyons Fire Public Meeting
- Thank yous:
- To Bill Czeschin for his work on the Crowley Lake Park getting sod down (5 pallets) in the areas disturbed by the ADA construction. That Park is a crowded viewing area for July 4th Crowley Fireworks and he got it done before the 4th. Also, thanks to Bill for successfully removing the first set of graffiti from the CL Skatepark. If graffiti is left it tends to increase.
- To the Crowley Road Crew for their mowing efforts on Crowley Lake Drive. I have had many thank you messages from bike riders, joggers, and walkers. Not only was it mowed but it was mowed the right way with a water truck wetting down the area to abate fire hazard.
- To Anne Larsen and Nick Criss for their work on a Notice of Violation on an out of compliance Cannabis grow.

ADJOURNED at 1:58 PM

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

SCHEEREN DEDMAN

Note:

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

SR. DEPUTY CLERK



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the minutes from the regular Board meeting on July 10, 2018.

RECOMMENDED ACTION:

Approve the minutes from the regular Board meeting on July 10, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
7-10-18 Draft Minutes

History

Time	Who	Approval
7/23/2018 10:19 AM	County Administrative Office	Yes
7/30/2018 11:07 AM	County Counsel	Yes
7/23/2018 10:28 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
July 10, 2018**

Flash Drive	Board Recorder
Minute Orders	M18-140 – M18-148
Resolutions	R18-40
Ordinance	ORD18-11 Not Used

9:01 AM Meeting Called to Order by Chair Gardner.
Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.

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

Pledge of Allegiance led by Supervisor Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Pam Hamic, Northern Mono County Hospice:

- Starting to train volunteers for hospice on Thursday.
- Have approximately 35 volunteers.
- August 11, Luau Fundraiser.

Benny Romero, Bridgeport Ranch:

- Suggested sound system on the other side of Bridgeport during 4th of July so everyone can hear.
- Bodie Foundation in town. 1,300 people through the gate at Bodie every day.
- Eastern Sierra Photography Jamboree (passed out brochure, available in additional documents). Would like Board members to be judges.

2. RECOGNITIONS

A. Jennifer Halferty Swearing In as District One Supervisor

Note:

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

Departments: Clerk of the Board

Jennifer Halferty was appointed by Governor Brown as the Mono County District One Supervisor on July 2, 2018 and therefore, will be sworn into the office.

Action: No Board action required. Senior Deputy Clerk Scheereen Dedman will administer the oath of office.

Supervisor Gardner:

- Introduced Jennifer Halferty.

Scheereen Dedman, Senior Deputy Clerk

- Performed oath.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Leslie Chapman, CAO:

- Hope everyone had a great 4th of July.
- Volunteered for hospice booth.
- Spending time catching up on administrative duties, different personnel items, trying to resolve union issues, a few customer service improvements.

4. DEPARTMENT/COMMISSION REPORTS

Sheriff Braun:

- Fourth of July, successful and quiet.
- Successful June Lake Triathlon. Competed, and completed.
- Working with Supervisor Stump on a noise complaint at the Crowley Lake Community Center.

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of minutes from the Regular meeting held on June 5, 2018.

Action: Approve the minutes from the Regular meeting held on June 5, 2018.

Peters moved; Corless seconded

Vote: 4 yes; 0 no; 1 abstain

M18-140

Supervisor Halferty abstained.

B. Board Minutes

Departments: Clerk of the Board

Approval of minutes from the Regular meeting held on June 12, 2018.

Note:

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

Action: Approve the minutes from the Regular meeting held on June 12, 2018.
Peters moved; Corless seconded
Vote: 4 yes; 0 no; 1 abstain
M18-141
Supervisor Halferty abstained.

C. Board Minutes

Departments: Clerk of the Board

Approval of minutes from the Regular meeting held on June 19, 2018.

Action: Approve the minutes from the Regular meeting held on June 19, 2018.
Peters moved; Corless seconded
Vote: 4 yes; 0 no; 1 abstain
M18-142
Supervisor Halferty abstained.

D. Bilingual Pay for Deputy Probation Officers Unit

Departments: Human Resources

Proposed resolution adopting and approving Agreement and First Amendment to the Memorandum of Understanding between the County and the International Union of Operating Engineers, Stationary Local 39, on behalf of the Mono County Deputy Probation Officers Unit.

Action: Adopt proposed resolution R18-40, Approving Agreement and First Amendment to the Memorandum of Understanding between the County and the International Union of Operating Engineers, Stationary Local 39, on behalf of the Mono County Deputy Probation Officers Unit.

Stump moved; Halferty seconded
Vote: 5 yes; 0 no
R18-40

6. CORRESPONDENCE RECEIVED

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

A. Caltrans Speed Zone Survey of Tioga Pass Road

Letter from Caltrans regarding a speed zone survey conducted on State Route 120 which resulted in a recommendation that the speed limit be updated to 55 mph.

B. Los Angeles Department of Water and Power Transition of Responsibility

Letter from the Los Angeles Department of Water and Power advising the

Note:

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

Board of Supervisors that Mr. Clarence Martin will be replacing Mr. James Yannotta as Aqueduct Manager in the Water Operations Division.

Supervisor Stump:

- Would like to note, it's a complete ignoring of all the issues of concern received on this issue [Mono County water / LADWP].

C. Davis Wright Tremaine LLP Letter

Letter from Zeb Zankel of Davis Wright Tremaine LLP, attorneys for Altice USA, Inc. to Michael Pierce of the California Public Utilities Commission to advise that Altice USA completed a pro forma restructuring on June 8, 2018.

7. REGULAR AGENDA - MORNING

A. Proposed Ordinance Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy

Departments: County Counsel

(Christian Milovich) - Pursuant to recent Board direction, staff is presenting proposed Ordinance No. Ord18-___, Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy to Allow for the Sale of Certain Flavored Tobacco Products.

Action: Introduce, read title, and waive further reading of proposed ordinance amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy to Allow for the Sale of Certain Flavored Tobacco Products.

Peters moved; Corless seconded

Vote: 4 yes; 1 no

M18-143

Christy Milovich, Assistant County Counsel:

- Introduced item.
- Amended current ordinance to allow for flavored tobacco items.
- Sale and distribution by local businesses, flavored cigars, cigarillos, chewing tobacco, and snuff.
- Flavored Nicorette gum and patch are allowed.
- What is NOT allowed are flavored non-tobacco cartridges, or accessories for vape pens and smoking devices.

Dustlyne Beavers, Tobacco Control Program Coordinator:

- Presentation discussing youth and flavored tobacco, exhibit shown.

Nancy Mahannah, Public Health Nurse, Health Program Coordinator:

- Discussed results of survey performed earlier.

Public Comment:

Debie Bush, spoke in opposition of restriction of flavored tobacco sales.

Misti Sullivan, spoke in opposition.

Pam Hamic, spoke in opposition.

Note:

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

Supervisor Peters:

- This isn't a step back, what it is is no change in product.
- Handed out pictures of products on shelves from previous meetings (available in additional documents)

Supervisor Corless:

- Huge win in Mono County to finally have a ban on outdoor smoking, and a ban on vaping products and e cigs.
- Inconsistent policy with what there is in Mammoth Lakes. Would like Board to agree to advise staff to work on a plan to have consistent policy.
- Would like motion amended, agreement to work towards a goal of banning all flavored tobacco products, agree to work towards the goal in a set time frame.

Super Halferty:

- Would like to keep the ordinance as it is.

Super Gardner:

- Concerned with protecting the youth. Save taxpayers money from costs of tobacco use results, health-wise. If one life is saved, then it is worth it.

Supervisor Stump:

- When it comes to substance use, he falls on the Libertarian side.

Provided staff direction to develop a timeline and a plan for banning flavored tobacco products in Mono County.

Break: 10:47 am

Reconvene: 10:56 AM

B. Birch Creek Condo - Potential Sale

Departments: Community Development, Finance

(Wendy Sugimura, Megan Mahaffey) - The county-owned June Lake housing unit is currently vacant. This item will formally discuss the sale of the Birch Creek Condo # 5, located in June Lake.

Action: Direct staff to prepare a Resolution of Intention to sell Birch Creek #5 for consideration by the Board.

Halferty moved; Stump seconded

Vote: 5 yes; 0 no

M18-144

Direct staff to work with Mammoth Lakes Housing to deed restrict Birch Creek Condo # 5.

Stump moved; Peters seconded

Vote: 4 yes; 0 no; 1 abstain

M18-145

Supervisor Halferty abstained.

Direct Staff to obtain an appraisal of Birch Creek Condo #5 and bring back

Note:

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

detail of how the funds will be used to implement specific portions of the housing toolbox.

Halferty moved; Stump seconded

Vote: 5 yes; 0 no

M18-146

Wendy Sugimura, Interim Community Development Director:

- Introduced item.

Megan Mahaffey, Accountant II:

- Provided update of the unit.

C. Housing Mitigation Ordinance Suspension

Departments: Community Development

(Megan Mahaffey) - The current Housing Mitigation Ordinance suspension expires August 30, 2018. The suspension must be extended to allow time for the community-based planning approach to proceed.

Action: 1. Introduce, read title and waive further reading of proposed ordinance extending the current suspension of the Mono County Housing Mitigation Ordinance until June 30, 2019; and 2. Direct Staff to integrate Housing Mitigation Ordinance potential adoption with Housing toolbox so that the entire housing program package can be evaluated and implemented as directed by the Board.

Stump moved; Halferty seconded

Vote: 5 yes; 0 no

M18-147

Megan Mahaffey, Accountant II:

- Introduced item.

Supervisor Halferty:

- Square footage fee instead?
- Dynamic policy - different for different communities throughout the County.

D. Request for Proposals for Indigent Defense Services

Departments: CAO

(Leslie Chapman) - Request for Proposals (RFP) for Indigent Defense (Public Defender) Services for Mono County.

Action: Authorize County Administrative Officer to finalize and release RFP.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M18-148

Leslie Chapman, CAO:

- Gerry Mohun wants to leave office in October.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Note:

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

No one spoke.

9. CLOSED SESSION at 11:26 AM

A. Closed Session--Human Resources

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

B. Closed Session - Exposure to Litigation

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

C. Closed Session - Initiation of Litigation

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

Reconvene: 12:39 PM

Nothing to report out of closed session.

10. BOARD MEMBER REPORTS

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

Supervisor Corless:

- Welcome, Supervisor Halferty!
- Fourth of July – great tribute to Larry in Mammoth parade. Celebration of his life on July 21.
- Behavioral Health Advisory Board—updates on senior focus group (great turnout, another meeting scheduled for August 1), Mammoth and Walker housing projects, successful department audits.
- Continued meetings, focus on DWP de-watering issue.
- Prep for NACo conference, public lands steering committee.
- Sad news on the passing of Bill Taylor, ask to adjourn in his memory.

Supervisor Gardner:

- Last Saturday June 7 I worked as a volunteer at the June Lake Triathlon with my son. We

Note:

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

were quite busy providing water and other support to the hundreds of participants on the course. Kudos to our own Wendy Sugimura who was one those out there Saturday. I still owe her a popsicle!

- Yesterday I participated in a June Lake SCE town hall meeting to provide information about their work this summer on the Rush Creek Dam System. They will begin work next Monday building a notch in the Rush Meadows Dam at Waugh Lake, and expect to be completed by the end of October. There will be regular helicopter flights during the week, but these are planned to be fewer than last year and should be less noticeable and quieter.

Supervisor Halferty:

- The Town of Mammoth Lakes have been given authority to use their HOME down payment assistant award. Funds are for homes within the Town of Mammoth Lakes.
- The Town Council will be discussing next steps to the Parcel – formerly known as the Shady Rest Parcel, at their August 15th meeting. The Parcel is in District one surrounding streets include Center, Manzanita, and Shady Rest.
- Bill Taylor passed away a couple of days ago from complications from chemo and leukemia. Bill served on many boards and committees, and I got to know him most directly through his service on the Mammoth Lakes Housing Board. He was a calm and intelligent voice on the Board. And a mentor to me. I will miss him greatly. I'd like to dedicate my first meeting as District One Supervisor in his honor.

Supervisor Peters:

- Flyer to North Mono County Hospice Luau (available in additional docs).
- 7th Virginia Lakes Water District/Homeowners
- 9th Hospice meeting
- Ongoing Discussions Regarding DWP Rancher Leases
- Thanks To PW's staff for all of the time and effort put into a very successful 156th July 4th Celebration
- CHP concerns of speeding on Highway 182
- **Upcoming:**
- Fisheries and Wildlife Commission
- Great Basin Air Quality Control Board
- Hospice Training Thursday 12th – 14th.

Supervisor Stump:

- 7-4: Assisted with Community Events
- 7-6: Met with the owner of Wave Rave at the Crowley Skate Park - He appreciates the park and is willing to do everything he can to keep it nice. We need to use him because he has connections in the Skate Board community
- 7-9: Helped a potential affordable housing proponent (1 unit) with Land Use Designation and other planning concerns. Also helped facilitate communication involving noise complaints arising from a party held at the Crowley Community Center on Saturday night between one of the residents that complained and both Risk Management and the Sheriff. The Crowley Center is often used by Mammoth Residents because the Town does not make it's center available. Thanks to Gerry LeFrancois, Sheriff Braun, and Jay Sloan.

ADJOURNED in memory of Bill Taylor at 12:54 PM

ATTEST

Note:

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

BOB GARDNER
CHAIR OF THE BOARD

SCHEEREN DEDMAN
SR. DEPUTY CLERK



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the minutes from the regular Board meeting on July 17, 2018.

RECOMMENDED ACTION:

Approve the minutes from the regular Board meeting on July 17, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
7-17-18 Draft Minutes

History

Time	Who	Approval
7/23/2018 10:23 AM	County Administrative Office	Yes
7/30/2018 11:09 AM	County Counsel	Yes
7/23/2018 10:28 AM	Finance	Yes



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

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

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

**Regular Meeting
July 17, 2018**

Flash Drive	Not Used
Minute Orders	M18-149 – M18-154
Resolutions	R18-41 – R18-42
Ordinance	ORD18-11 – ORD18-12

9:04 AM Meeting Called to Order by Vice Chair Peters.
Supervisors Present: Corless, Halferty, Peters, and Stump.
Supervisor Gardner teleconferenced from Twenty Mile House, 700 Old Cromberg Rd., Blairsden - Graegle, CA 96103.

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

Pledge of Allegiance led by Supervisor Halferty.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Grady Dutton, Public Works Director, Town of Mammoth Lakes:

- Ribbon cutting tomorrow at 2:30 by the 76 station on Main Street. Upper Main Street Sidewalk project.
- Small Exhibit handed out showing phasing of the entire project over the years (available in additional documents).

Randy Short, Chairman, California Department of Boating and Waterways:

- Friend of Dick Knowles, who passed away in November 2015. He, and other friends of Dick's, felt compelled to complete the wounded warrior pathway across the sand and into the lake of June lake. First accessible lake of the Eastern Sierra.
- The Forest Service built new restrooms, pavers not kept in place. Any chance to restore the pathway at June Lake?
- **Supervisor Stump:** Would like to agendize a letter to the Forest Service. Asked Randy to supply information to CAO, how much money provided prior, who built it, and how

Note:

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

much you are asking for today.

- **Laura Beardsley, Deputy Director Disabled Sports Eastern Sierra:** Appreciates the conversation had about the path. Stresses the importance of an accessible path to the beach.

Supervisor Stump:

- Requested that the meeting be adjourned in memory of Steve March. Steve was a retired Deputy from the Mono County SO. He was the resident Deputy, when the County had those, in the Benton area and lived in Benton for many years. He passed away on 6-26-2018. His wife Judi was the Secretary at Edna Beeman school. Steve was well known and liked in the Tri Valley area.

2. RECOGNITIONS

A. Proclamation Declaring July 15 - 21 Pretrial, Probation and Parole Week

Departments: Probation

(Karin Humiston) - Proclamation declaring the week of July 15 - 21, 2018 Pretrial, Probation and Parole week.

Action: Approve proclamation declaring the week of July 15 - 21, 2018 Pretrial, Probation and Parole week.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

M18-149

Karin Humiston, Probation Chief:

- Introduced item; Presented proclamation.

Supervisor Peters:

- Read proclamation.

B. Presentation of Digital Counties Survey Award to Mono County Information Technology

Departments: Board of Supervisors; Information Technology

(Nate Greenberg) - The Digital Communities program is an initiative of the Center for Digital Government and Government Technology magazine and is especially designed to help local government IT leaders improve public service delivery through the efficient and effective use of information and communication technology. Mono County was presented with a 4th place award in the 'Up to 150,000 Population' category at the 2018 National Association of Counties conference on July 14, 2018. The recognition is tied to the work of the Information Technology Department and showing leadership in the adoption and utilization of technology across the organization.

Action: Present 4th place award in 'Counties up to 150,000 population' category to Mono County Information Technology.

Supervisor Corless:

- Mono County NACo (National Association of Counties) representative.
- Presented award to IT Director Nate Greenberg and his team.

Note:

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

- (Out of 3000 counties) Smallest county in the top 10 group.

Nate Greenberg:

- Accepted the award, introduced team.

Ron Day, Inyo-Mono Broadband Consortium:

- Would like to emphasize how much Nate has done to make all of this happen - he is so committed to this community. Wanted to thank him and the rest of the team.

Wendy Sugimura, Interim Director CDD:

- Thanked the department for all of their support.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Leslie Chapman, CAO:

- Vacation for 2.5 weeks. Tony will be here in her place with full authority to do everything. Checking emails in the evening.
- Put out request for budget items for September budget. They will be compiling requests for revisions, putting them in order of importance. She and Janet Dutcher, Finance Director, will be coming up with a CAO Recommendation, which she will bring back to the Board in mid-September.
- County Line Adjustment is still in mind. Gerald Frank did the financial analysis. She will bring the resolution forward soon.
- Prep work and meeting with EMS association for collective bargaining. Looking forward to starting that Mid to late August hopefully.

4. DEPARTMENT/COMMISSION REPORTS

Janet Dutcher, Finance Director:

- Appreciate infrastructure we have here in California. Was on vacation. Glad to be back.
- Update on open gov project. Completed programming the open portal. Live Link to accounting system, updates every night at midnight. Next piece is training.
- Consultants will be here August 16. Lee Vining. Several trainings throughout the day.
- Will have log ins for outside pool participants. Special Districts / School / Board.
- Next steps - Budget builder process.
- Looking forward to final piece – report writer, allow automatic reporting.

Wendy Sugimura, Interim Community Development Director:

- At the meeting last Tuesday, there was a Cal Trans letter Speed survey with an option for the Board to request public hearing.
- Mono Basin Regional Planning Advisory Committee recommended the Board schedule the public hearing. 4 – 1 vote. Chris Lizza voted no, didn't discuss why he wasn't in favor of it.
- Supervisor Stump: run by Mono Local Transportation Commission?

5. CONSENT AGENDA

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

Note:

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

A. Contract between Mono County Behavioral Health and Anne Sippe Clinic

Departments: Behavioral Health

(Robin Roberts) - Proposed contract with Anne Sippe Clinic and Mono County Behavioral Health (MCBH) to provide Transitional Social Rehabilitation services to those under LPS Conservatorship by MCBH.

Action: Approve County entry into proposed contract and authorize Robin K. Roberts, MFT, to execute said contract on behalf of the County.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M18-150

Corless Aye
Gardner Aye
Halferty Aye
Peters Aye
Stump: Aye

B. Housing Mitigation Ordinance Suspension

Departments: Community Development

Proposed ordinance amending Chapter 15.40.170 of the Mono County code extending the temporary suspension of all housing mitigation requirements.

Action: Adopt proposed ordinance ORD18-11, Amending Chapter 15.40.170 of the Mono County code extending the temporary suspension of all housing mitigation requirements.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

ORD18-11

Corless Aye
Gardner Aye
Halferty Aye
Peters Aye
Stump: Aye

C. Proposed Ordinance Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy

Departments: County Counsel

Pursuant to recent Board direction, staff is presenting proposed Ordinance No. Ord18-12, Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy to Allow for the Sale of Certain Flavored Tobacco Products.

Action: Adopt proposed ordinance Ord18-12, Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy to Allow for the Sale of Certain Flavored Tobacco Products.

Corless moved; Halferty seconded

Note:

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

Vote: 4 yes; 1 no

ORD18-12

Corless Aye

Gardner Aye

Halferty Aye

Peters Aye

Stump: No

D. Mental Health Plan Contract Amendment and 2017-2022 Mental Health Plan Contract

Departments: Behavioral Health

Proposed contract with Mono County Behavioral Health and the California Department of Health Care Services to provide services and programs in Mono County for the period of 2017-2022 and proposed amendment to prior contract.

Action: Approve County entry into proposed contract for 2017-2022 and contract amendment to prior contract and authorize the Director of Behavioral Health to execute said contract and contract amendment on behalf of the County.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M18-151

Corless Aye

Gardner Aye

Halferty Aye

Peters Aye

Stump: Aye

6. CORRESPONDENCE RECEIVED

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

A. Board of Supervisors Update Newsletter - May / June 2018

Newsletter of County-wide updates.

B. Agricultural Commissioner's Office Department Update July 2018

July 2018 department update from the Counties of Inyo and Mono Agricultural Commissioner's Office.

7. REGULAR AGENDA - MORNING

A. New Phone System

Departments: Information Technology

(Nate Greenberg) - Mono County has a need to replace three separate aging

Note:

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

telephone systems which have all reached 'end-of-life'. Through an open and competitive process, Mono County Information Technology selected Zones, Inc. to design and deliver a Cisco Unified Communications System for the organization. This will deliver new phones and necessary supporting infrastructure to all County facilities and provide staff with a modern and streamlined communication system to perform their daily operations.

Action: 1. Approve, and authorize the County Administrative Officer to sign, a Master Product and Services Agreement with Zones, Inc. for the delivery of a new Cisco Unified Communications System. 2. Approve, and authorize the County Administrative Officer to sign, a five-year lease-purchase agreement with De Lage Landen Public Finance LLC, for the System and maintenance services. 3. Approve, and authorize the County Administrative Officer to sign, Scope of Work letter and Purchase Order for the equipment, licenses and services.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M18-152

Corless Aye
Gardner Aye
Halferty Aye
Peters Aye
Stump: Aye

Nate Greenberg, IT Director:

- Provided overview of the item.

Break 10:16 AM

Reconvene: 10:26 AM

B. Home Investment Partnerships Program - HOME Grant Application

Departments: Finance

(Megan Mahaffey, Patricia Robertson) - The 2018 Home Investment Partnership Program (HOME) Notice of Funding Availability (NOFA) was released in June with \$72 million in funds. Staff recommends partnering with Mammoth Lakes Housing on an application for the Mono County First Time Homebuyer Program in amount of \$500,000.

Action: Approve Resolution R18-41, Authorizing the submittal of an application for funding under the Home Investment Partnerships Program (HOME) and if selected the execution of a Standard Agreement and amendments thereto and of any related documents necessary to participate in the HOME Investment Partnerships Program to fund the Mono County First Time Homebuyer Program.

Stump moved; Corless seconded

Vote: 5 yes; 0 no; 1 abstain Halferty

R18-41

Corless Aye
Gardner Aye

Note:

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

Halferty Abstain due to conflict of interest
Peters Aye
Stump: Aye

Supervisor Halferty, recused herself from the item since she is still employed by Mammoth Lakes Housing.

Megan Mahaffey, Accountant II:

- Presented item.

Patricial Robertson, Mammoth Lakes Housing:

- Provided additional information, discussed how the funding / competition works.

C. Mono County and Town of Mammoth Lakes Draft Multi-Jurisdictional Hazard Mitigation Plan

Departments: Community Development

(Wendy Sugimura, Della Acosta) - Presentation of the Draft Multi-Jurisdictional Local Hazard Mitigation Plan for information and public feedback.

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

Wendy Sugimura, Interim Community Development Director:

- Introduced item. PowerPoint presentation (available in additional documents).

Della Acosta, Michael Baker International:

- Purpose is to give brief overview of the plan.
- Public Comment close July 30.
- Talked about outreach and the plan itself.

Bill Chapin, Michael Baker International:

- Works on FEMA contract.
- Overview and purpose of the plan. Process of the plan.

D. Reimbursement of Election Costs

Departments: Clerk-Recorder

(Shannon Kendall) - Invoices for Town of Mammoth Lakes, Mammoth Unified School District and Mammoth Lakes Fire Protection District for partial reimbursement of races/measures on the June 5, 2018 ballot.

Action: Approve invoices to the Town of Mammoth Lakes, the Mammoth Unified School District and the Mammoth Lakes Fire Protection District as prepared by the Elections Official.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M18-153

Corless Aye
Gardner Aye
Halferty Aye
Peters Aye
Stump: Aye

Note:

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

Shannon Kendall, Clerk – Recorder – Registrar:

- Presented item.

E. Resolution of Support for the Veterans Affordable Housing Act of 2018

Departments: CAO

(Leslie Chapman) - Proposed resolution Supporting the Veterans and Affordable Housing Act of 2018.

Action: Approve resolution R18-42, Supporting the Veterans and Affordable Housing Act of 2018, as presented.

Halferty moved; Corless seconded

Roll Call Vote: 5 yes; 0 no

R18-42

Corless Aye

Gardner Aye

Halferty Aye

Peters Aye

Stump: Aye

Leslie Chapman, CAO:

- Read the schedule from RCRC of how the funding would be used.
- Funds won't be available unless the ballot is approved.

F. Upper Summers Meadow Road Bridge Guardrail Installation

Departments: Public Works

(Paul Roten) - This work will complete the Upper Summers Meadow Road Bridge installation.

Action: Approve bid package, including the project manual and project plans, for the Upper Summers Meadow Road Bridge Guardrail Installation. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

M18-154

Corless Aye

Gardner Aye

Halferty Aye

Peters Aye

Stump: Aye

Moved to Board Reports

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION at 11:54 AM

Note:

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

A. Closed Session - Human Resources

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

B. Closed Session - Initiation of Litigation

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

Reconvene: 12:34 PM

Pursuant to Government Code section 54957.1(a)(2), the Board directed staff to initiate litigation by "opting-into" the existing case of Kane County v. United States (Case 1:17-cv-00739-EDK) which seeks recovery of the underpayments by the Federal Government to counties for payments in lieu of taxes (PILT) for the years 2015, 2016, and 2017.

Vote: 5 Yes; 0 No

Corless Aye

Gardner Aye

Halferty Aye

Peters Aye

Stump: Aye

Moved to Adjourn.

10. BOARD MEMBER REPORTS

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

Supervisor Corless:

- As Mono's representative to National Association of Counties, I am very pleased to present (sort of, since the award isn't here) this prestigious award to IT Director Greenberg. The Digital Counties Survey Awards were given on Saturday at the NACo annual meeting/conference in Nashville. It's a big deal to receive recognition on this level, competing with counties across the country (remember that there are over 3,000 counties, most of which are NACo members!).
- Mono County won 4th place in the under 150,000 population category, and is by far the smallest-population county among the winners. (1st place was Nevada County, with over 100,000 residents and a \$235 million budget!).
- Especially in government, and especially with IT, it's easy for us to get stuck in the weeds and lose sight of what the day-to-day tasks really adds up to. Being recognized

Note:

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

on a national scale is evidence of the good work that we do and the value it brings to our staff and community.

- What this award is: The Digital Counties survey, conducted by the Center for Digital Government in partnership with NACo, identifies the best technology practices among U.S. counties, including initiatives that streamline delivery of government services, encourage open data, collaboration and shared services, enhance cybersecurity and contribute to disaster response and recovery efforts. Successful Digital Counties award winners also had a commitment to hiring and retaining competent IT personnel, implementing innovative initiatives and new technologies; working efficiently (especially under constrained budgets); adopting best practices; and improving connectivity through broadband and wireless infrastructure (this was something that was highlighted in Mono County's writeup, thanks to Nate and IT's efforts to increase connectivity to D395).
- More from CDG: *"Winners of the Digital Counties award have learned to cope with the unexpected and seen their thoughtful investments bear fruit in the face of unexpected challenges."*
- It was noted that elected leaders in many of the award-winning counties prioritized technological innovation and investment. It's important that Mono continues to invest in technology in order to better serve our community. We have the right team to do that! Thank you and congratulations!
- Report
- RCRC Executive Committee Meeting: support positions for AB 924, president/ceo evaluation—made recommendations for the whole board to consider, agreement that CEO Greg Norton is doing great work that provides so much benefit to its member counties.
- National Association of Counties Annual Meeting in Nashville:
- San Diego County Supervisor Greg Cox is now Chair of NACo—congratulations!
- Many California officials in leadership positions. Our neighbor, Tuolumne County Supervisor Randy Hanvelt is now Chair of the public lands steering committee. I'm staying on as vice-chair of the land management subcommittee.
- Two resolutions that Chair Gardner and I sponsored were passed by the NACo Board of Directors: Cannabis regulation, funding for public lands management agencies.

Supervisor Gardner:

- Son's wedding.
- Last Wednesday, attended the Mono Basin RPAC meeting. Their concern is with SCE replacement of power poles in Mono Basin. Specifically related to the incident in the Lundy Road area. Had a conversation about SCE keeping the group better informed.
- Yosemite Gateway Partners meeting last Thursday. Met Superintendent Mike Reynolds. He wants to come over and make a presentation to Board. He talked about Tioga road opening process. A consultant discussed different transportation and mobility options in the park, that may help us in Mono County as well.

Supervisor Halferty:

- More grant funding received by TOML from the Community Development Block Program.

Supervisor Peters:

- 11th Fisheries Commission
- 12th Great Basin Air Quality Control Board in Alpine County
- 12th-14th Hospice Training
- Ferguson Fire 12,500 Acres
- Thoughts and prayers go out to our neighbors in Mariposa County and the various

Note:

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

communities impacted by the Fire. Bridgeport has been impacted by the smoke.

- Brady Varney – How Dangerous this and other Fire incidents can be
- **Upcoming:**
- BCOC 18th
- IMACA 19th
- Larry Johnston 21st

Supervisor Stump:

- 7-11: Sat in on the meeting with the paving contractor and County staff to finish the paving at the Crowley Skate Park. Paving should occur on 7-17 and 7-18. Community Center/Park closed while that is underway. Thanks to Paul Roten, Claude Fiddler, and Bill Czeschin.
- 7-12: Attended the Owens Valley Groundwater Authority Meeting. Rather than try and cover all involved now I think it would be appropriate to have an agenda item / update in October or November so the entire Board is informed. I continue to serve as Chair of that 11 agency Board. Issues that the Authority is dealing with involving DWP may cross over into other DWP action concerns. I requested that Supervisor Gardner be forwarded copies of all related OVGA material since he is the alternate for Mono County. Thank you to Supervisor Peters for covering the Great Basin Unified Air Pollution District meeting in Markleville. I could not be in two places at the same time.
- 7-13: Attended the opening celebration of the Skate Park. More than 1 inch of rain fell in Crowley on Thursday evening and there was concern that would repeat but fortunately only sprinkles fell during the opening.
- Received a couple of emails during the meeting regarding Supervisor Corless' comment on the tribal cannabis bill – one from the Benton tribal chair thanking the Board.
- Steve March's dates of service with Mono County were Dec. 3, 1973 to March 22, 1984.

Moved to Opportunity for the Public to Address the Board

Supervisor Corless:

- Do we have a date set for an update on the LADWP de-watering of Long Valley?
- Leslie Chapman: Will be on the August 7 agenda.
- RCRC Early bird registration ends soon.

ADJOURN in memory of Steve March at 12:35 PM

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**SCHEEREN DEDMAN
SR. DEPUTY CLERK**

Note:

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Finance

TIME REQUIRED

SUBJECT Quarterly Investment Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Investment Report for the Quarter ending 6/30/2018.

RECOMMENDED ACTION:

Approve the Investment Report for the Quarter ending 6/30/2018.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Investment Report for the Quarter ending 6/30/2018](#)

History

Time	Who	Approval
7/23/2018 10:48 AM	County Administrative Office	Yes
7/26/2018 2:17 PM	County Counsel	Yes
7/23/2018 4:56 PM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM
Finance Director

Stephanie Butters
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

Date: August 7, 2018
To: Honorable Board of Supervisors
Treasury Oversight Committee
Treasury Pool Participants
From: Gerald Frank
Subject: Quarterly Investment Report

The Treasury Pool investment report for the quarter ended June 30, 2018 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par value, dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Distribution by Asset Category – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Face Value** – Provides a bar graph to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows growth in the current mix of cash and investments when compared to prior months and particularly the same time last year. Additionally, the section at the bottom shows maturity by month for all non-same day investments.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, the county pool performance in comparison to two-year US Treasuries and the California Local Agency Investment Fund (LAIF).
- **Mono County Treasury Pool Participants** – Provides a graphic to make it easy to see the types of pool participants.

The County also has monetary assets held outside the County Treasury including:

- The Sheriff's Department has two accounts: The Civil Trust Account and the Sheriff's Revolving Fund. The balances in these accounts as of June 30, 2018 were \$28,962 and \$4,047 respectively.
- Mono County's OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$19,765,083 as of May 31, 2018. This is an irrevocable trust to mitigate the liability for the County's obligation to pay for retiree health benefits.

The Treasury was in compliance with the Mono County Investment Policy on June 30, 2018.

Weighted Average Maturity (WAM) as of June 30, 2018 was 659 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a cost basis, the portfolio totaled \$93,638,816, and the market value was \$92,068,408 (calculated by Union Bank) or 98.323% of cost. Market value does not include accrued interest which was \$327,077 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	9/30/2017	12/31/2017	3/31/2018	6/30/2018
Average Daily Balance	\$79,874,308	\$89,830,940	\$96,454,256	\$99,054,354
Earned Interest (including accruals)	\$276,837	\$342,508	\$381,677	\$433,750
Earned Interest Rate	1.3751%	1.5127%	1.6048%	1.7564%
Number of Days in Quarter	92	92	90	91
Interest Received (net of amortized costs)	\$295,041	\$289,463	\$349,876	\$417,512
Administration Costs	\$6,735	\$11,738	\$16,598	\$10,736
Net Interest for Apportionment	\$288,306	\$277,725	\$333,278	\$406,776



Mono County Portfolio Holdings by Security Sector As of June 30, 2018

Description	CUSIP	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Cash												
Oak Valley Bank Cash	OAKVALLEY0670	02/28/2009	5,017,640.14	5,017,640.14	5,017,640.14	1.805	1.805	N/A	1	None		5.37
Sub Total / Average			5,017,640.14	5,017,640.14	5,017,640.14	1.805	1.805		1		0.00	5.37
Funds In Transit												
Funds in Transit Cash	FIT	03/31/2018	2,000,000.00	2,000,000.00	2,000,000.00	0.000	0.000	N/A	1	None		2.14
Sub Total / Average			2,000,000.00	2,000,000.00	2,000,000.00	0.000	0.000		1		0.00	2.14
Local Government Investment Pools												
California Asset Management Program LGIP	CAMP60481	08/03/2017	12,643,516.51	12,643,516.51	12,643,516.51	2.050	2.050	N/A	1	None		13.54
Local Agency Investment Fund LGIP	LAIF6000Q	07/01/2014	1,051,321.52	1,051,321.52	1,051,321.52	1.854	1.854	N/A	1	NR		1.13
Sub Total / Average			13,694,838.03	13,694,838.03	13,694,838.03	2.035	2.035		1		0.00	14.66
Local Government Notes												
Financial System Loan-Mono County 1.25 6/30/2019	LOAN2015	09/30/2016	68,194.81	68,194.81	68,194.81	1.250	1.250	06/30/2019	365	None	0.00	0.07
Mono County 2.5 8/1/2022	LOAN2017	08/01/2017	202,831.31	202,831.31	202,831.31	2.500	2.500	08/01/2022	1,493	None	2,098.74	0.22
WMFPD 1.65 10/3/2018-18	LOAN1017SD	10/03/2017	23,457.89	23,457.89	23,457.89	1.650	1.650	10/03/2018	95	None	286.31	0.03
Sub Total / Average			294,484.01	294,484.01	294,484.01	2.143	2.143		1,120		2,385.05	0.32
CD Negotiable												
ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022	01748DAX4	09/29/2017	245,000.00	245,000.00	235,079.95	2.150	2.150	09/29/2022	1,552	None	14.43	0.26
ALLY BK MIDVALE UTAH 1.45 2/11/2019	02006LYD9	02/11/2016	245,000.00	245,000.00	244,149.85	1.450	1.450	02/11/2019	226	None	1,352.87	0.26
American Express Bank, FSB 2.35 5/3/2022	02587CEM8	05/03/2017	245,000.00	245,000.00	236,302.50	2.350	2.350	05/03/2022	1,403	None	914.89	0.26
AMERICAN EXPRESS CENTURION BK 1.85 4/29/2020	02587DXK9	04/29/2015	245,000.00	245,000.00	241,219.65	1.850	1.850	04/29/2020	669	None	769.90	0.26
BEAL BANK USA 1.4 8/15/2018	07370W3J3	10/11/2017	245,000.00	245,000.00	244,830.95	1.400	1.400	08/15/2018	46	None	2,462.08	0.26
Belmont Savings Bank 2.7 2/28/2023	080515CHO	02/28/2018	245,000.00	245,000.00	239,227.80	2.700	2.700	02/28/2023	1,704	None	36.25	0.26
BENEFICIAL BANK 2.15 10/18/2022	08173QBX3	10/18/2017	245,000.00	245,000.00	234,918.25	2.150	2.150	10/18/2022	1,571	None	1,053.50	0.26
BMW Bank North America 2.7 3/9/2022	05580ALT9	03/09/2018	245,000.00	245,000.00	241,712.10	2.700	2.700	03/09/2022	1,348	None	2,047.93	0.26
CAPITAL ONE BANK USA NATL ASSN 1.8 1/22/2020	140420RD4	01/26/2015	245,000.00	245,000.00	243,365.85	1.800	1.800	01/22/2020	571	None	1,921.07	0.26
CAPITAL ONE, NATIONAL ASSOCIATION 1.7 10/5/2021	14042RCQ2	10/05/2016	245,000.00	245,000.00	233,053.80	1.700	1.700	10/05/2021	1,193	None	981.34	0.26
CIT BK SALT LAKE CITY 2.25 11/26/2019	17284C4F8	11/26/2014	245,000.00	245,000.00	243,951.40	2.250	2.250	11/26/2019	514	None	528.60	0.26
COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021	20033APV2	04/11/2016	245,000.00	245,000.00	238,034.65	1.600	1.600	04/12/2021	1,017	None	204.05	0.26
COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019	20070PHK6	06/26/2015	245,000.00	245,000.00	242,853.80	1.650	1.650	09/26/2019	453	None	44.30	0.26
CONNECTONE BK ENGLEWOOD 1.55 7/29/2019	20786ABA2	01/28/2015	245,000.00	245,000.00	244,115.55	1.550	1.550	07/29/2019	394	None	20.81	0.26
Crossfirst Bank 2.05 8/18/2022	22766ABN4	08/18/2017	245,000.00	245,000.00	234,572.80	2.050	2.050	08/18/2022	1,510	None	165.12	0.26
DISCOVER BK GREENWOOD DEL 1.9 5/6/2020	254672NC8	05/06/2015	245,000.00	245,000.00	241,249.05	1.900	1.900	05/06/2020	676	None	701.44	0.26
Dollar BK Fed Savings BK 2.9 4/13/2023	25665QAX3	04/13/2018	245,000.00	245,000.00	241,033.45	2.900	2.900	04/13/2023	1,748	None	1,518.33	0.26
ENERBANK USA SALT LAKE CITYUTAH 1.05 8/31/2018	29266N3Q8	08/31/2016	245,000.00	245,000.00	244,632.50	1.050	1.050	08/31/2018	62	None	0.00	0.26
EVERBANK 1.3 11/4/2019	29976DW48	11/04/2016	245,000.00	245,000.00	240,293.55	1.300	1.300	11/04/2019	492	None	497.38	0.26
Farmers State Bank 2.35 9/19/2022	310567AB8	01/19/2018	245,000.00	245,000.00	237,120.80	2.350	2.350	09/19/2022	1,542	None	173.51	0.26
First Bank of Highland 2.2 8/9/2022	319141HD2	08/09/2017	245,000.00	245,000.00	236,133.45	2.200	2.200	08/09/2022	1,501	None	2,082.16	0.26



Mono County Portfolio Holdings by Security Sector As of June 30, 2018

Description	CUSIP	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
FIRST BUSINESS BK MADISON WIS 1.9 1/13/2021	31938QQ98	01/13/2016	245,000.00	245,000.00	238,963.20	1.900	1.900	01/13/2021	928	None	2,142.58	0.26
First Premier Bank 2.05 8/22/2022	33610RQY2	08/22/2017	245,000.00	245,000.00	234,580.15	2.050	2.050	08/22/2022	1,514	None	1,775.08	0.26
First Technology Federal Credit Union 2.3 8/23/201	33715LBE9	02/23/2018	245,000.00	245,000.00	244,593.30	2.300	2.300	08/23/2019	419	None	108.07	0.26
FLUSHING BANK N Y 1.8 12/10/2018	34387ABA6	12/10/2014	245,000.00	245,000.00	244,544.30	1.800	1.800	12/10/2018	163	None	181.23	0.26
FNB BANK INC 2 2/25/2022	330459BY3	08/25/2017	245,000.00	245,000.00	235,846.80	2.000	2.000	02/25/2022	1,336	None	67.12	0.26
FREEDOM FIN BK W DES MOINES 1.5 7/26/2019	35637RCQ8	01/27/2015	245,000.00	245,000.00	244,130.25	1.500	1.500	07/26/2019	391	None	30.21	0.26
GOLDMAN SACHS BK USA NEW YORK 1.9 4/22/2020	38148JRS2	05/05/2015	244,387.50	245,000.00	241,829.70	1.900	1.953	04/22/2020	662	None	879.99	0.26
Industrial and Commercial Bank of China USA, NA 2.	45581EAR2	02/14/2018	245,000.00	245,000.00	238,818.65	2.650	2.650	02/14/2023	1,690	None	284.60	0.26
KS Statebank Manhattan KS 2.1 5/17/2022	50116CBE8	11/17/2017	245,000.00	245,000.00	235,964.40	2.100	2.100	05/17/2022	1,417	None	183.25	0.26
LAKESIDE BANK 1.4 8/13/2018	51210SNP8	10/13/2017	245,000.00	245,000.00	244,848.10	1.400	1.400	08/13/2018	44	None	159.75	0.26
LCA Bank Corporation 2.3 1/12/2022	501798LJ9	01/12/2018	245,000.00	245,000.00	238,747.60	2.300	2.300	01/12/2022	1,292	None	2,609.08	0.26
MAHOPAC NATL BK N Y 1.45 7/30/2019	560160AQ6	01/30/2015	245,000.00	245,000.00	244,083.70	1.450	1.450	07/30/2019	395	None	1,469.66	0.26
MARLIN BUSINESS BANK 1.4 10/28/2020	57116AMW5	10/28/2016	245,000.00	245,000.00	236,140.80	1.400	1.400	10/28/2020	851	None	592.03	0.26
MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021	55266CQE9	01/15/2016	245,000.00	245,000.00	241,587.15	1.800	1.800	01/15/2021	930	None	181.23	0.26
MEDALLION BANK 2.15 10/11/2022	58404DAP6	10/11/2017	245,000.00	245,000.00	234,994.20	2.150	2.150	10/11/2022	1,564	None	1,168.95	0.26
Mercantil Bank NA 1.9 3/2/2020	58733AEJ4	08/29/2017	245,000.00	245,000.00	241,908.10	1.900	1.900	03/02/2020	611	None	1,555.92	0.26
Merrick Bank 2.05 8/10/2022	59013JZP7	08/10/2017	245,000.00	245,000.00	234,661.00	2.050	2.050	08/10/2022	1,502	None	275.21	0.26
MIDDLETON COMMUNITY BANK 1.4 11/27/2018	596689EC9	01/27/2015	245,000.00	245,000.00	244,830.95	1.400	1.400	11/27/2018	150	None	28.19	0.26
Morgan Stanley Bank 2.65 1/11/2023	61747MF63	01/11/2018	245,000.00	245,000.00	239,139.60	2.650	2.650	01/11/2023	1,656	None	3,023.90	0.26
Morgan Stanley Private Bank 2.7 5/4/2020	61760AKS7	05/03/2018	245,000.00	245,000.00	244,791.75	2.700	2.700	05/04/2020	674	None	1,051.15	0.26
Mountain America Federal Credit Union 3 3/27/2023	62384RAF3	03/27/2018	245,000.00	245,000.00	242,221.70	3.000	3.000	03/27/2023	1,731	None	302.05	0.26
MUFG Union Bank NA 1.96 7/23/2018	62478TB73	03/28/2018	245,000.00	245,000.00	245,009.80	1.960	1.960	07/23/2018	23	None	1,236.68	0.26
Northland Area Federal Credit Union 2.6 2/13/2023	666496AB0	02/13/2018	245,000.00	245,000.00	238,336.00	2.600	2.600	02/13/2023	1,689	None	2,408.38	0.26
SALLIE MAE BK SALT LAKE CITY UT 1.8 2/18/2021	795450YG4	02/18/2016	245,000.00	245,000.00	239,220.45	1.800	1.800	02/18/2021	964	None	1,594.85	0.26
STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021	855736DA9	02/17/2016	245,000.00	245,000.00	239,808.45	1.600	1.600	02/17/2021	963	None	139.62	0.26
STERLING BANK 1.7 7/26/2019	85916VBY0	08/28/2017	245,000.00	245,000.00	243,145.35	1.700	1.700	07/26/2019	391	None	22.82	0.26
SYNCHRONY BANK 2 3/20/2020	87164WGC6	03/20/2015	245,000.00	245,000.00	242,224.15	2.000	2.000	03/20/2020	629	None	1,369.32	0.26
Third Federal Savings and Loan Assn. of Cleveland	88413QBD9	03/26/2015	245,000.00	245,000.00	242,287.85	1.800	1.800	03/26/2020	635	None	1,159.89	0.26
UNITY BK CLINTON NJ 1.5 9/26/2019	91330ABA4	05/26/2015	245,000.00	245,000.00	242,821.95	1.500	1.500	09/26/2019	453	None	40.27	0.26
University of Iowa Community Credit Union 3 4/28/2	91435LAB3	04/30/2018	245,000.00	245,000.00	242,001.20	3.000	3.000	04/28/2023	1,763	None	583.97	0.26
WASHINGTON TR CO WESTERLY RI 1.1 8/30/2018	940637HT1	08/30/2016	245,000.00	245,000.00	244,581.05	1.100	1.100	08/30/2018	61	None	893.41	0.26
WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021	9497486Z5	08/03/2016	245,000.00	245,000.00	233,803.50	1.600	1.600	08/03/2021	1,130	None	289.97	0.26
WEX BANK 2 10/19/2020	92937CGB8	10/18/2017	245,000.00	245,000.00	240,264.15	2.000	2.000	10/19/2020	842	None	980.00	0.26
Whitney Bank 1.75 10/25/2019	966594BD4	10/25/2017	245,000.00	245,000.00	242,545.10	1.750	1.750	10/25/2019	482	None	775.27	0.26
Worlds Foremost Bk Sidney NE 1.75 5/5/2021	981571CE0	05/05/2016	200,000.00	200,000.00	193,064.00	1.750	1.750	05/05/2021	1,040	None	239.73	0.21
Sub Total / Average			13,674,387.50	13,675,000.00	13,414,190.10	1.958	1.959		913		47,293.39	14.64



Mono County Portfolio Holdings by Security Sector As of June 30, 2018

Description	CUSIP	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Corporate Bonds												
Apple Inc 2.15 2/6/2022-15	037833AY6	10/20/2017	500,095.39	500,000.00	484,480.00	2.150	2.145	02/06/2022	1,317	Moody's-Aa1	4,210.42	0.54
Bank of New York Mellon 3.5 4/28/2023	06406RAG2	04/30/2018	500,250.92	500,000.00	500,220.00	3.500	3.489	04/28/2023	1,763	Moody's-A1	2,916.67	0.54
Bank of New York Mellon 5.45 5/15/2019	06406HBM0	04/20/2017	537,325.00	500,000.00	511,585.00	5.450	1.760	05/15/2019	319	Moody's-A1	3,406.25	0.54
Berkshire Hathaway Inc 3.4 1/31/2022	084670BF4	04/25/2017	528,500.00	500,000.00	507,035.00	3.400	2.135	01/31/2022	1,311	Moody's-Aa2	7,083.33	0.54
Cisco Systems Inc 2.45 6/15/2020-15	17275RAX0	01/23/2018	501,300.00	500,000.00	496,880.00	2.450	2.337	06/15/2020	716	Moody's-A1	510.42	0.54
Colgate-Palmolive 2.25 11/15/2022-17	19416QEL0	11/15/2017	499,805.00	500,000.00	484,135.00	2.250	2.258	11/15/2022	1,599	Moody's-Aa3	1,406.25	0.54
General Electric Co. 4.375 9/16/2020	36962G4R2	10/11/2016	553,655.00	500,000.00	512,115.00	4.375	1.550	09/16/2020	809	Moody's-A2	6,319.44	0.54
International Business Machine Corp 1.875 8/1/2022	459200HG9	10/19/2017	490,400.00	500,000.00	469,645.00	1.875	2.301	08/01/2022	1,493	Moody's-A1	3,880.21	0.54
John Deere Cap 2.3 9/16/2019	24422ESS9	01/16/2018	501,908.75	500,000.00	497,355.00	2.300	2.065	09/16/2019	443	Moody's-A2	3,322.22	0.54
JPMORGAN CHASE 2.35 1/28/2019	46625HJR2	04/14/2015	1,021,450.00	1,000,000.00	998,420.00	2.350	1.762	01/28/2019	212	Moody's-A3	9,922.22	1.07
MICROSOFT CORP 2 11/3/2020-20	594918BG8	12/28/2015	501,580.00	500,000.00	492,115.00	2.000	1.931	11/03/2020	857	Moody's-Aaa	1,583.33	0.54
Microsoft Corp 2.65 11/3/2022-22	594918BH6	11/03/2017	507,740.00	500,000.00	491,750.00	2.650	2.320	11/03/2022	1,587	Moody's-Aaa	2,097.92	0.54
Pfizer Corp 2.1 5/15/2019-14	717081DL4	01/19/2017	505,935.00	500,000.00	498,365.00	2.100	1.577	05/15/2019	319	Moody's-A1	1,312.50	0.54
Toyota Motor Credit 1.55 7/13/2018	89236TCP8	04/20/2017	500,855.00	500,000.00	499,850.00	1.550	1.409	07/13/2018	13	Moody's-Aa3	3,595.14	0.54
United Parcel Service 2.5 4/1/2023-23	911312BK1	04/05/2018	485,225.00	500,000.00	483,055.00	2.500	3.145	04/01/2023	1,736	Moody's-A1	3,090.28	0.54
US Bancorp 3 3/15/2022-22	91159HHC7	04/25/2017	517,195.00	500,000.00	494,590.00	3.000	2.253	03/15/2022	1,354	Moody's-A1	4,375.00	0.54
Sub Total / Average			8,653,220.06	8,500,000.00	8,421,595.00	2.721	2.129		945		59,031.60	9.10
Municipal Bonds												
California State GO UNLTD 2.367 4/1/2022	13063DAD0	04/27/2017	251,937.50	250,000.00	243,477.50	2.367	2.200	04/01/2022	1,371	Moody's-Aa3	1,462.94	0.27
California State GO UNLTD 2.367 4/1/2022	13063DAD0	04/27/2017	252,287.50	250,000.00	243,477.50	2.367	2.170	04/01/2022	1,371	Moody's-Aa3	1,462.94	0.27
City of San Jose CA Airport 4.75 3/1/2020-11	798136TK3	09/14/2016	550,655.00	500,000.00	516,395.00	4.750	1.724	03/01/2020	610	Moody's-A2	7,850.69	0.54
HAWTHORNE CA CTFS 1.846 8/1/2018	420507CE3	05/17/2016	251,867.50	250,000.00	249,797.50	1.846	1.501	08/01/2018	32	S&P-AA	1,910.10	0.27
HAWTHORNE CA CTFS 2.096 8/1/2019	420507CF0	05/17/2016	252,680.00	250,000.00	247,142.50	2.096	1.751	08/01/2019	397	S&P-AA	2,168.78	0.27
Lancaster Ca Redev Agy 2.08 8/1/2019	513802EB0	04/18/2017	377,756.25	375,000.00	371,981.25	2.080	1.751	08/01/2019	397	S&P-AA	3,228.33	0.40
LANCASTER REDEV AGY A 2.125 8/1/2021	513802CE6	08/01/2016	661,995.40	655,000.00	633,365.35	2.125	1.900	08/01/2021	1,128	S&P-AA	5,760.82	0.70
Long Beach CA Tidelands 1.794 11/1/2018	54245HAJ3	11/15/2017	700,819.00	700,000.00	698,649.00	1.794	1.671	11/01/2018	124	Moody's-A1	2,058.12	0.75
MALIBU CA COPS (MALCTF) 1.6 11/1/2018	56117PDQ6	07/15/2016	252,935.00	250,000.00	249,295.00	1.600	1.080	11/01/2018	124	S&P-AA+	655.56	0.27
Monrovia CA Redev Agy 2 5/1/2019	611583CP8	04/18/2017	151,195.50	150,000.00	148,530.00	2.000	1.601	05/01/2019	305	S&P-AA	491.67	0.16
N ORANGE CNTY CA CMNTY CLG DIST 1.54 8/1/2018	661334DS8	10/15/2015	604,764.00	600,000.00	599,760.00	1.540	1.250	08/01/2018	32	Moody's-Aa1	3,824.33	0.64
Palm Desert CA Redev 2.25 10/1/2020	696624CC7	04/26/2018	247,077.50	250,000.00	246,442.50	2.250	2.750	10/01/2020	824	S&P-AA	1,390.62	0.27
Riverside Unified School District-Ref 1.94 8/1/202	769059XS0	05/25/2016	387,156.00	385,000.00	377,065.15	1.940	1.801	08/01/2020	763	Moody's-Aa2	3,091.34	0.41
SALDEV 1.25 7/1/2019	794881BQ4	08/23/2016	159,774.40	160,000.00	157,064.00	1.250	1.300	07/01/2019	366	Fitch-AA+	994.44	0.17
San Bernardino City CA SCH Dist 4 8/1/2020	796711C56	01/16/2018	410,985.65	395,000.00	402,497.10	4.000	2.350	08/01/2020	763	Moody's-A2	6,539.44	0.42
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2.136	796720JH4	07/15/2016	510,950.00	500,000.00	499,945.00	2.136	1.050	08/01/2018	32	Moody's-Aa2	4,420.33	0.54
Victor Valley CA Cmnty Clg Dist 1.324 8/1/2019	92603PEP3	05/05/2016	276,078.00	275,000.00	271,169.25	1.324	1.200	08/01/2019	397	Moody's-Aa2	1,506.97	0.29
Victor Valley CA Cmnty Clg Dist 1.676 8/1/2020	92603PEQ1	05/05/2016	261,869.40	260,000.00	253,936.80	1.676	1.500	08/01/2020	763	Moody's-Aa2	1,803.56	0.28



Mono County Portfolio Holdings by Security Sector As of June 30, 2018

Description	CUSIP	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
WALNUT VALLEY CA USD 2 8/1/2018	932889VJ4	06/26/2015	507,500.00	500,000.00	499,900.00	2.000	1.502	08/01/2018	32	Moody's-Aa1	4,138.89	0.54
Sub Total / Average			7,070,283.60	6,955,000.00	6,909,890.40	2.236	1.670		484		54,759.87	7.45
US Agency												
FAMC 1.75 6/15/2020	3132X0BG5	01/04/2017	224,977.50	225,000.00	221,294.25	1.750	1.753	06/15/2020	716	None	164.06	0.24
FFCB 1.06 11/19/2018-16	3133EGBE4	05/19/2016	1,000,000.00	1,000,000.00	995,760.00	1.060	1.060	11/19/2018	142	Moody's-Aaa	1,207.22	1.07
FFCB 1.18 10/18/2019-16	3133EGLD5	07/18/2016	999,250.00	1,000,000.00	982,480.00	1.180	1.204	10/18/2019	475	Moody's-Aaa	2,360.00	1.07
FFCB 1.3 4/21/2020-16	3133EGNF8	07/22/2016	998,400.00	1,000,000.00	974,730.00	1.300	1.344	04/21/2020	661	Moody's-Aaa	2,491.67	1.07
FFCB 1.49 5/3/2021-17	3133EGC78	11/03/2016	999,250.00	1,000,000.00	967,000.00	1.490	1.507	05/03/2021	1,038	Moody's-Aaa	2,359.17	1.07
FFCB 2.08 11/1/2022	3133EHM91	11/15/2017	998,080.00	1,000,000.00	971,040.00	2.080	2.121	11/01/2022	1,585	Moody's-Aaa	3,408.89	1.07
FFCB 2.35 1/17/2023	3133EH7F4	01/17/2018	999,770.00	1,000,000.00	980,410.00	2.350	2.355	01/17/2023	1,662	Moody's-Aaa	10,640.28	1.07
FFCB 2.7 4/11/2023	3133EJKN8	04/11/2018	999,196.41	1,000,000.00	994,080.00	2.700	2.717	04/11/2023	1,746	Moody's-Aaa	5,925.00	1.07
FHLB 1.15 1/28/2019-16	3130A8WC3	07/28/2016	1,000,000.00	1,000,000.00	993,590.00	1.150	1.150	01/28/2019	212	Moody's-Aaa	4,855.56	1.07
FHLB 1.375 9/1/2020-16	3130A9AK7	09/28/2016	549,862.50	550,000.00	535,771.50	1.375	1.381	09/01/2020	794	Moody's-Aaa	2,499.83	0.59
FHLB 1.45 2/28/2019	3130AAYV4	03/15/2017	499,800.00	500,000.00	497,360.00	1.450	1.467	02/28/2019	243	Moody's-Aaa	2,416.67	0.54
FHLB 1.5 9/30/2021-16	3130A9MG3	11/04/2016	998,750.00	1,000,000.00	960,660.00	1.500	1.526	09/30/2021	1,188	Moody's-Aaa	3,750.00	1.07
FHLB 1.55 12/20/2019	313383FF3	01/17/2018	990,510.00	1,000,000.00	985,740.00	1.550	2.055	12/20/2019	538	Moody's-Aaa	430.56	1.07
FHLB 2 9/9/2022	313380GJ0	09/29/2017	1,002,290.00	1,000,000.00	969,250.00	2.000	1.951	09/09/2022	1,532	Moody's-Aaa	6,166.67	1.07
FHLB 2.08 4/27/2022-18	3130AB6Q4	04/27/2017	1,000,000.00	1,000,000.00	970,600.00	2.080	2.080	04/27/2022	1,397	Moody's-Aaa	3,640.00	1.07
FHLMC 1.25 12/28/2018-16	3134G8U72	03/28/2016	1,000,000.00	1,000,000.00	995,770.00	1.250	1.250	12/28/2018	181	Moody's-Aaa	69.44	1.07
FHLMC 1.5 2/25/2021-16	3134GADG6	08/25/2016	1,250,000.00	1,250,000.00	1,198,737.50	1.500	1.500	02/25/2021	971	Moody's-Aaa	6,510.42	1.34
FHLMC 1.75 5/30/2019	3137EADG1	12/31/2015	1,007,770.00	1,000,000.00	994,430.00	1.750	1.516	05/30/2019	334	Moody's-Aaa	1,458.33	1.07
FHLMC 1.75 8/25/2021-16	3134G92E6	08/30/2016	1,000,000.00	1,000,000.00	952,650.00	1.750	1.750	08/25/2021	1,152	Moody's-Aaa	6,076.39	1.07
FHLMC 2.125 4/27/2022-17	3134GBKY7	04/27/2017	1,000,000.00	1,000,000.00	975,620.00	2.125	2.125	04/27/2022	1,397	Moody's-Aaa	3,718.75	1.07
FHLMC 2.375 1/13/2022	3137EADB2	01/13/2017	1,016,560.00	1,000,000.00	986,870.00	2.375	2.025	01/13/2022	1,293	Moody's-Aaa	11,017.36	1.07
FNMA 1.06 4/26/2019-17	3136G3F59	08/19/2016	999,490.00	1,000,000.00	989,690.00	1.060	1.079	04/26/2019	300	Moody's-Aaa	1,884.44	1.07
FNMA 1.25 11/27/2019-17	3136G32J3	08/30/2016	1,250,000.00	1,250,000.00	1,228,912.50	1.250	1.250	11/27/2019	515	Moody's-Aaa	1,432.29	1.34
FNMA 1.25 5/6/2021	3135G0K69	10/26/2016	747,270.00	750,000.00	721,567.50	1.250	1.333	05/06/2021	1,041	Moody's-Aaa	1,406.25	0.80
FNMA 1.3 1/28/2020-16	3136G3L52	07/28/2016	1,000,000.00	1,000,000.00	981,450.00	1.300	1.300	01/28/2020	577	Moody's-Aaa	5,488.89	1.07
FNMA 1.32 8/26/2019-16	3136G2YB7	02/26/2016	1,000,000.00	1,000,000.00	987,370.00	1.320	1.320	08/26/2019	422	Moody's-Aaa	4,546.67	1.07
FNMA 1.375 10/7/2021	3135G0Q89	10/26/2016	997,470.00	1,000,000.00	958,550.00	1.375	1.428	10/07/2021	1,195	Moody's-Aaa	3,170.14	1.07
FNMA 1.4 8/24/2020-17	3135G0N66	08/24/2016	999,900.00	1,000,000.00	973,300.00	1.400	1.402	08/24/2020	786	Moody's-Aaa	4,900.00	1.07
FNMA 1.45 1/27/2021-17	3136G3H81	07/27/2016	999,100.00	1,000,000.00	970,910.00	1.450	1.471	01/27/2021	942	Moody's-Aaa	6,162.50	1.07
FNMA 1.5 11/30/2020	3135G0F73	12/31/2015	983,000.00	1,000,000.00	973,270.00	1.500	1.863	11/30/2020	884	S&P-AA+	1,250.00	1.07
FNMA 1.5 5/25/2021-17	3136G4GG2	11/23/2016	1,000,000.00	1,000,000.00	966,320.00	1.500	1.500	05/25/2021	1,060	Moody's-Aaa	1,458.33	1.07
FNMA 1.5 5/28/2021-17	3136G33W3	08/30/2016	1,000,000.00	1,000,000.00	966,100.00	1.500	1.500	05/28/2021	1,063	Moody's-Aaa	1,333.33	1.07
FNMA 1.5 9/29/2020-17	3136G3VG7	01/04/2017	245,627.50	250,000.00	244,107.50	1.500	1.988	09/29/2020	822	Moody's-Aaa	947.92	0.27
FNMA 1.55 6/15/2020-16	3136G3CU7	03/15/2016	1,000,000.00	1,000,000.00	980,840.00	1.550	1.550	06/15/2020	716	Moody's-Aaa	4,520.83	1.07



Mono County Portfolio Holdings by Security Sector As of June 30, 2018

Description	CUSIP	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
FNMA 1.55 7/28/2021-16	3136G3C78	07/28/2016	1,000,000.00	1,000,000.00	964,190.00	1.550	1.550	07/28/2021	1,124	Moody's-Aaa	6,544.44	1.07
FNMA 1.6 10/28/2021-17	3136G4EU3	10/28/2016	999,200.00	1,000,000.00	953,080.00	1.600	1.617	10/28/2021	1,216	Moody's-Aaa	2,755.56	1.07
FNMA 1.625 1/21/2020	3135G0A78	06/24/2015	997,400.00	1,000,000.00	986,660.00	1.625	1.684	01/21/2020	570	Moody's-Aaa	7,177.08	1.07
FNMA 1.625 10/28/2021-17	3136G4EV1	10/28/2016	1,000,000.00	1,000,000.00	955,020.00	1.625	1.625	10/28/2021	1,216	Moody's-Aaa	2,798.61	1.07
FNMA 1.875 12/28/2020	3135G0H55	12/31/2015	1,000,000.00	1,000,000.00	981,540.00	1.875	1.875	12/28/2020	912	Moody's-Aaa	104.17	1.07
FNMA 2 10/5/2022	3135G0T78	10/06/2017	999,340.00	1,000,000.00	967,740.00	2.000	2.014	10/05/2022	1,558	Moody's-Aaa	4,722.22	1.07
FNMA 2.375 1/19/2023	3135G0T94	01/23/2018	994,410.00	1,000,000.00	981,920.00	2.375	2.495	01/19/2023	1,664	Moody's-Aaa	10,357.64	1.07
Sub Total / Average			38,746,673.91	38,775,000.00	37,836,380.75	1.623	1.646		936		154,127.58	41.51
US Treasury												
T-Note 1.25 12/31/2018	912828U99	11/09/2017	996,718.75	1,000,000.00	995,470.00	1.250	1.541	12/31/2018	184	Moody's-Aaa	0.00	1.07
T-Note 1.375 9/30/2018	912828RH5	11/09/2017	999,026.53	1,000,000.00	998,480.00	1.375	1.485	09/30/2018	92	Moody's-Aaa	3,418.72	1.07
T-Note 1.625 3/31/2019	912828C65	01/04/2018	1,495,605.47	1,500,000.00	1,492,740.00	1.625	1.865	03/31/2019	274	Moody's-Aaa	6,060.45	1.61
T-Note 1.625 6/30/2019	912828WS5	01/09/2018	995,937.50	1,000,000.00	992,700.00	1.625	1.906	06/30/2019	365	Moody's-Aaa	0.00	1.07
Sub Total / Average			4,487,288.25	4,500,000.00	4,479,390.00	1.486	1.718		234		9,479.17	4.82
Total / Average			93,638,815.50	93,411,962.18	92,068,408.43	1.848	1.773		659		327,076.66	100.00



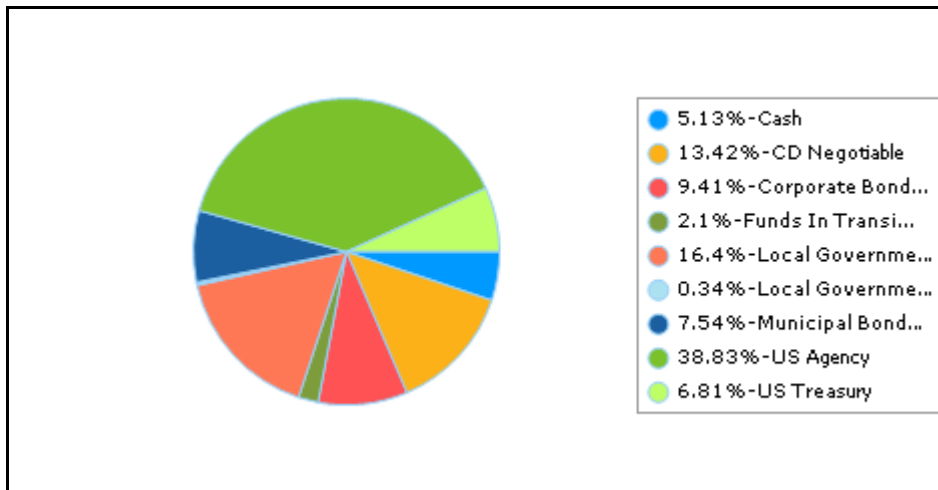
Mono County Distribution by Asset Category - Market Value Investment Portfolio

Begin Date: 3/31/2018, End Date: 6/30/2018

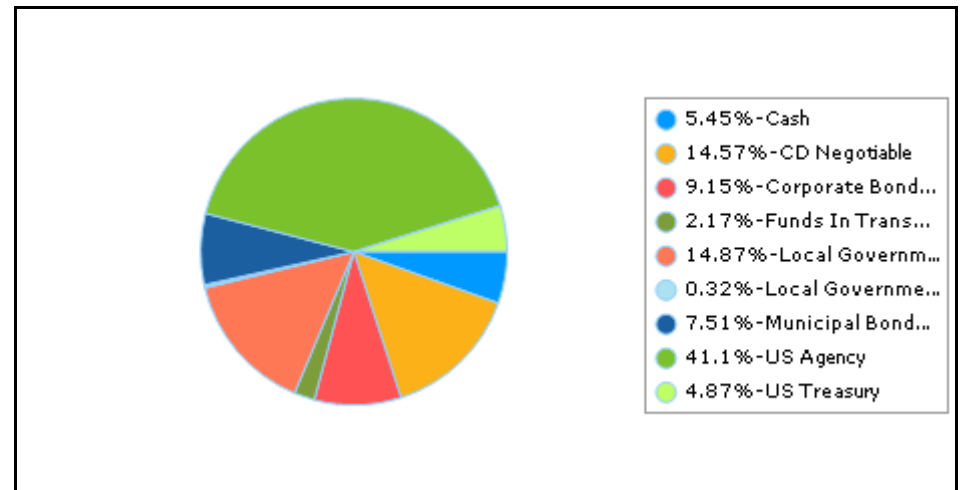
Asset Category Allocation

Asset Category	Market Value 3/31/2018	% of Portfolio 3/31/2018	Market Value 6/30/2018	% of Portfolio 6/30/2018
Cash	4,880,951.56	5.13	5,017,640.14	5.45
CD Negotiable	12,764,570.25	13.42	13,414,190.10	14.57
Corporate Bonds	8,950,690.00	9.41	8,421,595.00	9.15
Funds In Transit	2,000,000.00	2.10	2,000,000.00	2.17
Local Government Investment Pools	15,597,787.22	16.40	13,694,838.03	14.87
Local Government Notes	320,531.31	0.34	294,484.01	0.32
Municipal Bonds	7,168,152.05	7.54	6,909,890.40	7.51
US Agency	36,924,686.00	38.83	37,836,380.75	41.10
US Treasury	6,479,540.00	6.81	4,479,390.00	4.87
Total / Average	95,086,908.39	100.00	92,068,408.43	100.00

Portfolio Holdings as of 3/31/2018

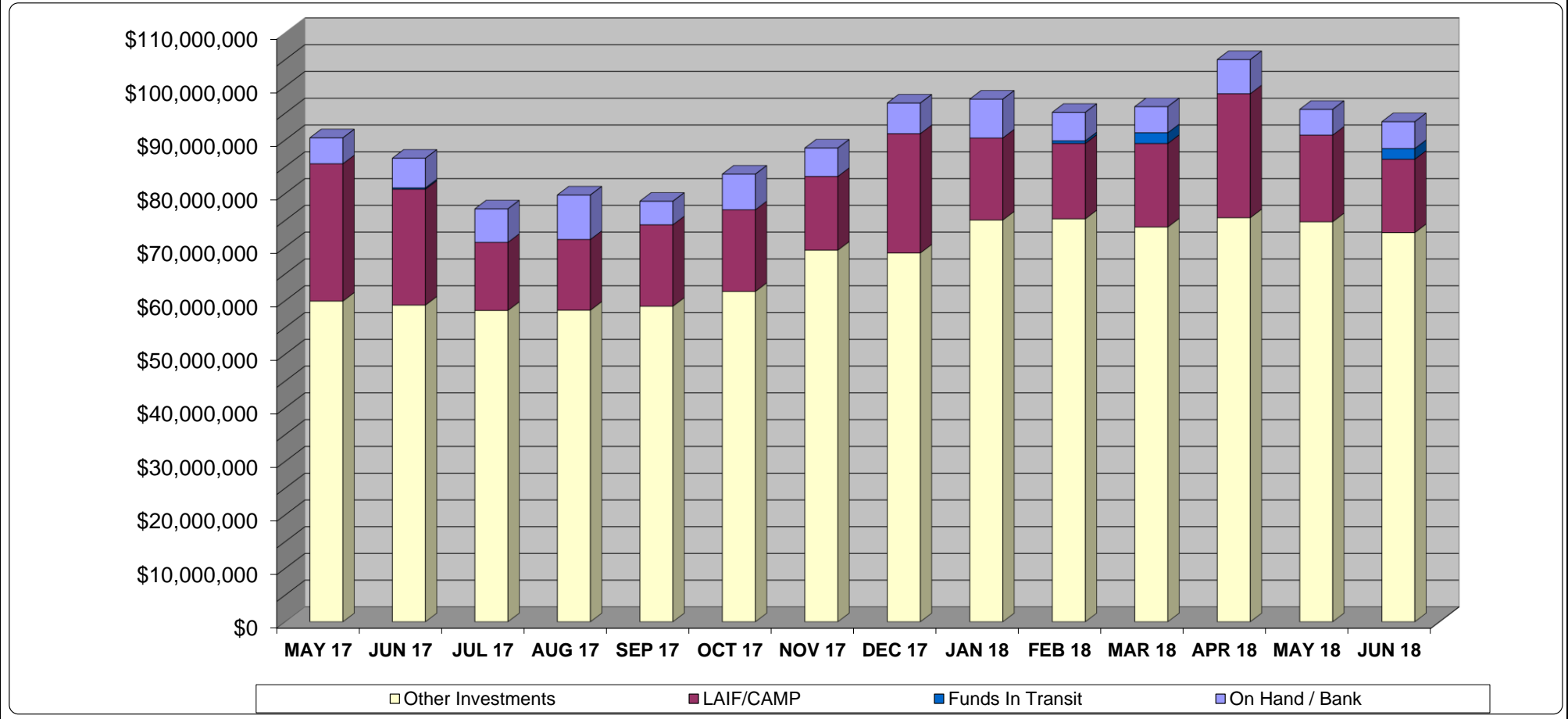


Portfolio Holdings as of 6/30/2018



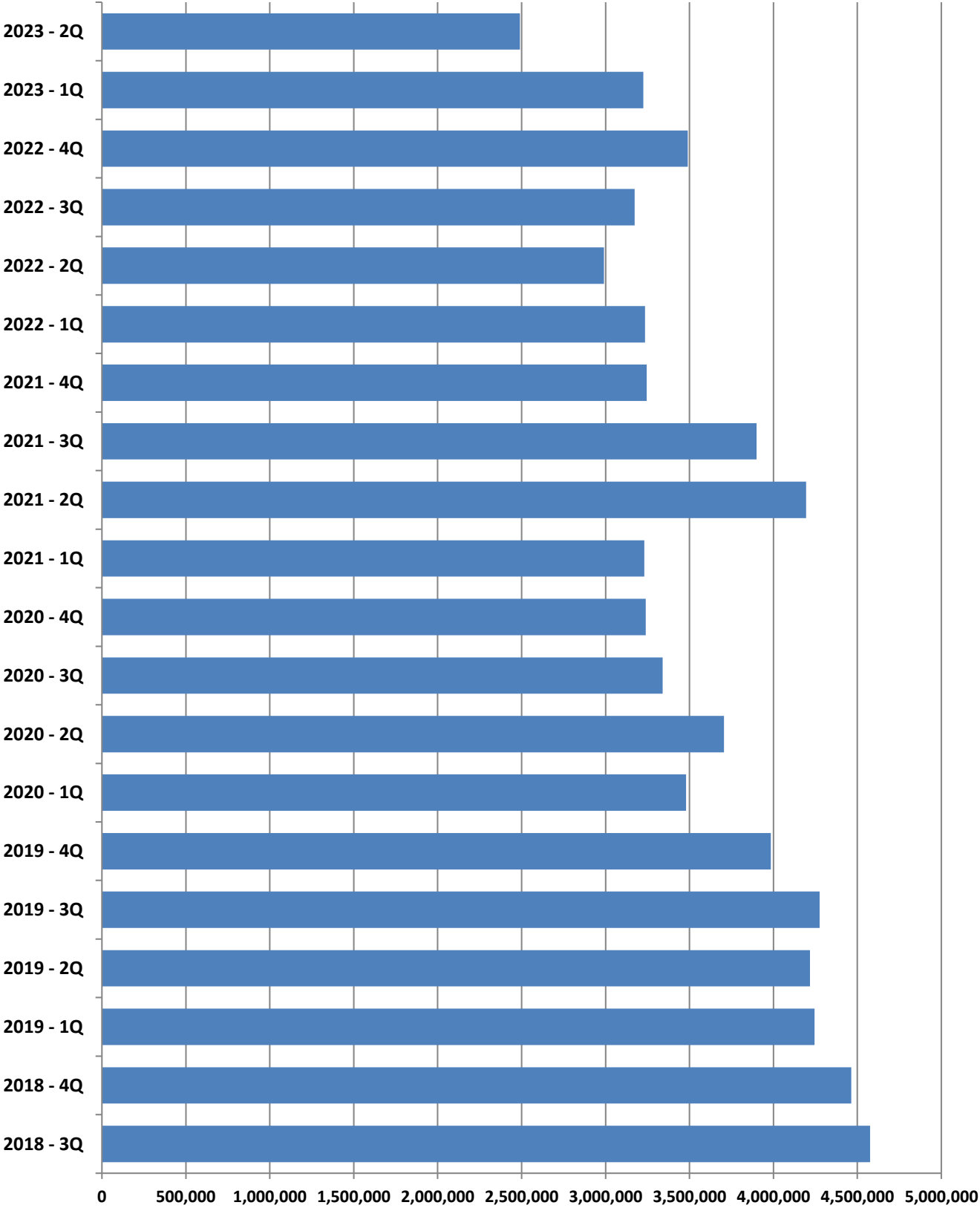
TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS

	MAY 17	JUN 17	JUL 17	AUG 17	SEP 17	OCT 17	NOV 17	DEC 17	JAN 18	FEB 18	MAR 18	APR 18	MAY 18	JUN 18
On Hand / Bank	\$4,840,671	\$5,537,267	\$6,256,560	\$8,298,117	\$4,395,282	\$6,655,525	\$5,299,437	\$5,716,233	\$7,245,740	\$5,304,391	\$4,880,952	\$6,378,611	\$4,809,632	\$5,017,640
Funds In Transit		\$245,000								\$490,000	\$2,000,000			\$2,000,000
LAIF/CAMP	\$25,638,995	\$21,638,995	\$12,706,282	\$13,206,282	\$15,208,708	\$15,251,771	\$13,765,638	\$22,275,140	\$15,319,858	\$14,081,744	\$15,597,787	\$23,145,852	\$16,172,083	\$13,694,838
Other Investments	\$59,921,696	\$59,170,229	\$58,170,229	\$58,219,229	\$58,955,736	\$61,714,193	\$69,424,194	\$68,901,424	\$75,051,424	\$75,275,256	\$73,740,531	\$75,480,531	\$74,725,531	\$72,699,484
TOTAL	\$90,401,363	\$86,591,491	\$77,133,070	\$79,723,627	\$78,559,726	\$83,621,489	\$88,489,269	\$96,892,797	\$97,617,022	\$95,151,390	\$96,219,270	\$105,004,994	\$95,707,246	\$93,411,962

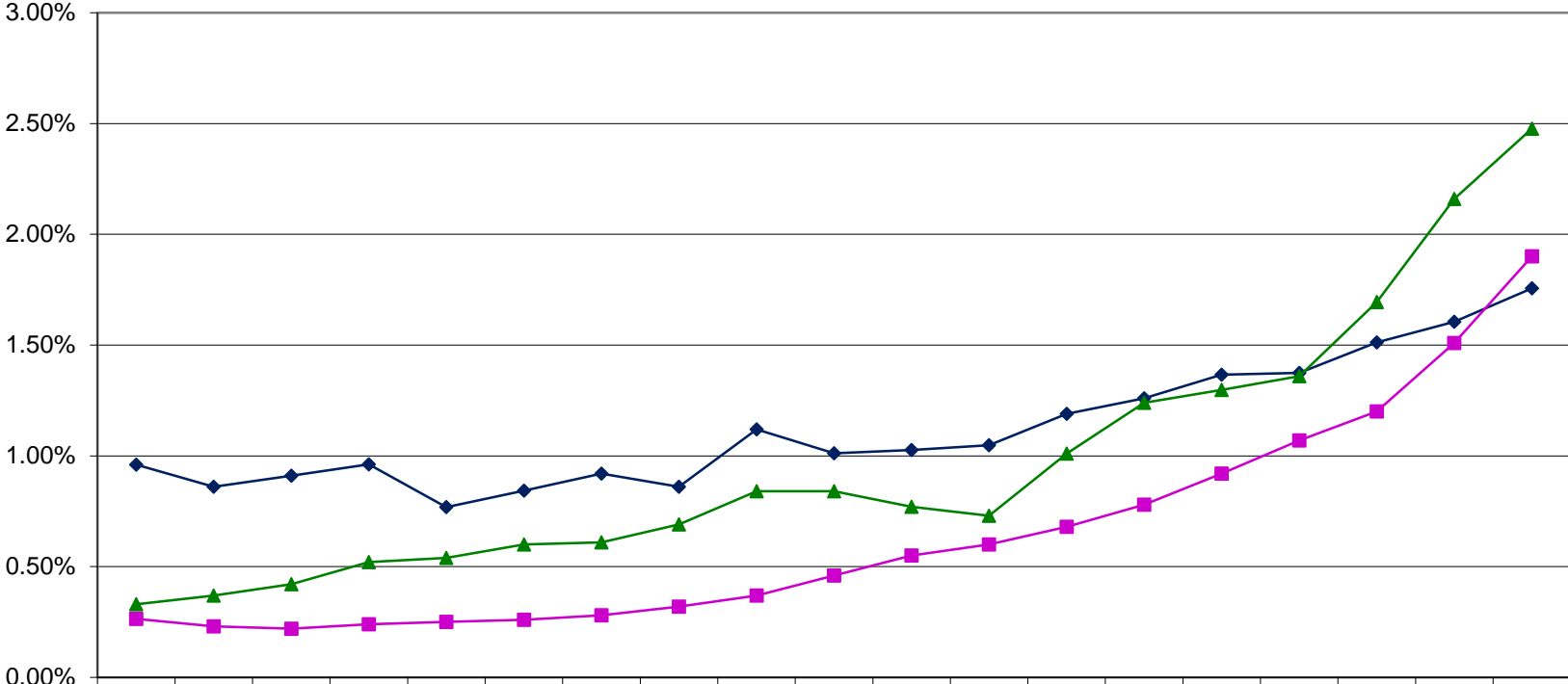


MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2018							\$745,000.00	\$2,830,000.00	\$1,000,000.00	\$23,457.89	\$2,195,000.00	\$2,245,000.00	\$9,038,457.89
Calendar Year 2019	\$2,000,000.00	\$745,000.00	\$1,500,000.00	\$1,000,000.00	\$2,150,000.00	\$1,068,194.81	\$1,140,000.00	\$2,145,000.00	\$990,000.00	\$1,245,000.00	\$1,740,000.00	\$1,000,000.00	\$16,723,194.81
Calendar Year 2020	\$2,245,000.00		\$1,235,000.00	\$1,490,000.00	\$490,000.00	\$1,725,000.00		\$2,040,000.00	\$1,300,000.00	\$740,000.00	\$1,500,000.00	\$1,000,000.00	\$13,765,000.00
Calendar Year 2021	\$1,490,000.00	\$1,740,000.00		\$245,000.00	\$3,950,000.00		\$1,000,000.00	\$1,900,000.00	\$1,000,000.00	\$3,245,000.00			\$14,570,000.00
Calendar Year 2022	\$1,745,000.00	\$745,000.00	\$745,000.00	\$2,500,000.00	\$490,000.00			\$1,682,831.31	\$1,490,000.00	\$1,490,000.00	\$2,000,000.00		\$12,887,831.31
Calendar Year 2023	\$2,245,000.00	\$735,000.00	\$245,000.00	\$2,490,000.00									\$5,715,000.00
TOTAL													\$72,699,484.01

Maturity Distribution As of 6/30/2018

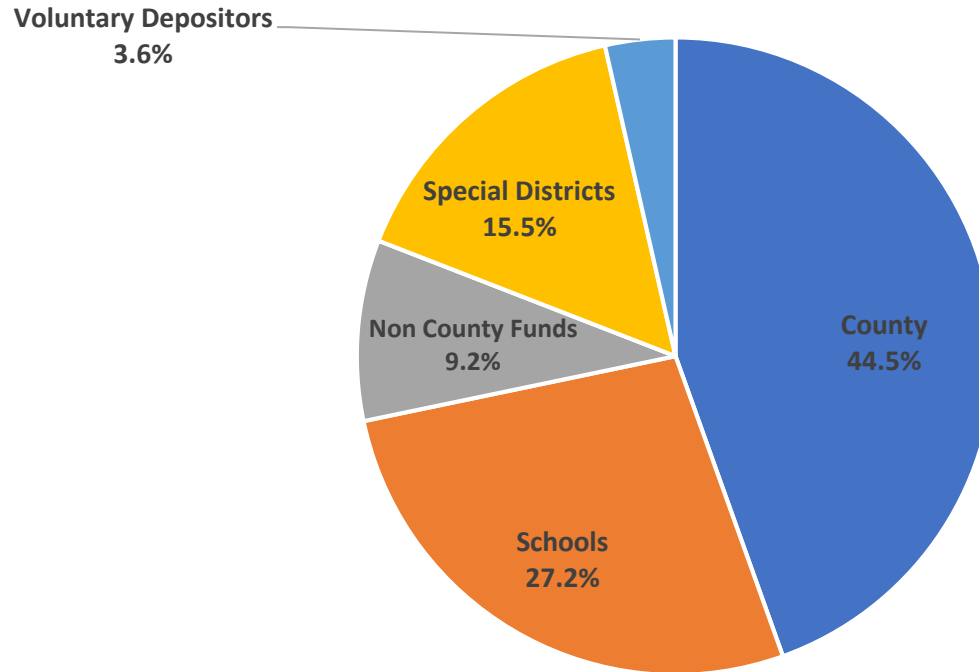


MONO COUNTY TREASURY POOL
 QUARTERLY YIELD COMPARISON



	12/31 2013	3/31 2014	6/30 2014	9/30 2014	12/31 2014	3/31 2015	6/30 2015	9/30 2015	12/31 2015	3/31 2016	6/30 2016	9/30 2016	12/30 2016	3/31 2017	6/30 2017	9/30 2017	12/31 2017	3/31 2018	6/30 2018
—◆— COUNTY	0.96%	0.86%	0.91%	0.96%	0.77%	0.84%	0.92%	0.86%	1.12%	1.01%	1.03%	1.05%	1.19%	1.26%	1.37%	1.38%	1.51%	1.60%	1.76%
—■— LAIF	0.26%	0.23%	0.22%	0.24%	0.25%	0.26%	0.28%	0.32%	0.37%	0.46%	0.55%	0.60%	0.68%	0.78%	0.92%	1.07%	1.20%	1.51%	1.90%
—▲— 2YR TREAS	0.33%	0.37%	0.42%	0.52%	0.54%	0.60%	0.61%	0.69%	0.84%	0.84%	0.77%	0.73%	1.01%	1.24%	1.30%	1.36%	1.69%	2.16%	2.48%

Investment Pool Participants as of 6/30/2018



The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.

Districts Participating in Pool

Antelope Valley Fire Protection District, Antelope Valley Water District, Birchim Community Service District, Bridgeport Fire Protection District, Chalfant Valley Fire Protection District, County Service Area #1, County Service Area #2, County Service Area #5, Hilton Creek Community Services District, June Lake Fire Protection District, Lee Vining Fire Protection District, Lee Vining Public Utility District, Long Valley Fire Protection District, Mammoth Community Service District, Mammoth Lakes Mosquito Abatement District, Mono City Fire Protection District, Mono County Resource Conservation District, Paradise Fire Protection District, Tri-Valley Ground Water Management District, Wheeler Crest Community Service District, Wheeler Crest Fire Protection District, White Mountain Fire Protection District.

Districts Not Participating in Pool

Bridgeport Public Utility District, Inyo-Mono Resource Conservation District, June Lake Public Utility District, Mammoth Lakes Community Water District, Mammoth Lakes Fire Protection District, Southern Mono Healthcare District.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 6/30/2018

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 6/30/2018

FISCAL IMPACT:

None

CONTACT NAME: Gerald Frank

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 6/30/2018](#)

History

Time	Who	Approval
7/23/2018 1:50 PM	County Administrative Office	Yes
7/26/2018 2:15 PM	County Counsel	Yes
7/23/2018 10:29 AM	Finance	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 5/31/2018, End Date: 6/30/2018

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Deposit	6/29/2018	CAMP60481	22,755.42	California Asset Management Program LGIP	100.00	22,755.42	0.00	0.00	22,755.42
Deposit	6/29/2018	OAKVALLEY0670	7,259.33	Oak Valley Bank Cash	100.00	7,259.33	0.00	0.00	7,259.33
Deposit	6/29/2018	OAKVALLEY0670	8,165,045.61	Oak Valley Bank Cash	100.00	8,165,045.61	0.00	0.00	8,165,045.61
Deposit	6/30/2018	FIT	2,000,000.00	Funds in Transit Cash	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Subtotal			10,195,060.36			10,195,060.36	0.00		10,195,060.36
Total Buy Transactions			10,195,060.36			10,195,060.36	0.00		10,195,060.36
Interest/Dividends									
Interest	6/1/2018	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	624.25	0.00	624.25
Interest	6/3/2018	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	332.93	0.00	332.93
Interest	6/5/2018	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	297.26	0.00	297.26
Interest	6/10/2018	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	426.57	0.00	426.57
Interest	6/11/2018	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	332.93	0.00	332.93
Interest	6/13/2018	51210SNP8	0.00	LAKESIDE BANK 1.4 8/13/2018		0.00	291.32	0.00	291.32
Interest	6/14/2018	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	551.42	0.00	551.42
Interest	6/15/2018	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	374.55	0.00	374.55
Interest	6/15/2018	17275RAX0	0.00	Cisco Systems Inc 2.45 6/15/2020-15		0.00	6,125.00	0.00	6,125.00
Interest	6/15/2018	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	374.55	0.00	374.55
Interest	6/15/2018	3132X0BG5	0.00	FAMC 1.75 6/15/2020		0.00	1,968.75	0.00	1,968.75
Interest	6/15/2018	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	624.25	0.00	624.25
Interest	6/17/2018	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	332.93	0.00	332.93
Interest	6/17/2018	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	436.97	0.00	436.97
Interest	6/18/2018	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	426.57	0.00	426.57
Interest	6/19/2018	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	488.99	0.00	488.99
Interest	6/20/2018	313383FF3	0.00	FHLB 1.55 12/20/2019		0.00	7,750.00	0.00	7,750.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 5/31/2018, End Date: 6/30/2018

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	6/23/2018	33715LBE9	0.00	First Technology Federal Credit Union 2.3 8/23/201		0.00	478.59	0.00	478.59
Interest	6/25/2018	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	416.16	0.00	416.16
Interest	6/26/2018	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	343.34	0.00	343.34
Interest	6/26/2018	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	312.12	0.00	312.12
Interest	6/27/2018	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	312.12	0.00	312.12
Interest	6/27/2018	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	291.32	0.00	291.32
Interest	6/28/2018	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	561.82	0.00	561.82
Interest	6/28/2018	3134G8U72	0.00	FHLMC 1.25 12/28/2018-16		0.00	6,250.00	0.00	6,250.00
Interest	6/28/2018	3135G0H55	0.00	FNMA 1.875 12/28/2020		0.00	9,375.00	0.00	9,375.00
Interest	6/28/2018	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	322.53	0.00	322.53
Interest	6/28/2018	85916VBY0	0.00	STERLING BANK 1.7 7/26/2019		0.00	353.74	0.00	353.74
Interest	6/29/2018	CAMP60481	0.00	California Asset Management Program LGIP		0.00	22,755.42	0.00	22,755.42
Interest	6/29/2018	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	447.38	0.00	447.38
Interest	6/29/2018	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	7,259.33	0.00	7,259.33
Interest	6/30/2018	LAIF6000Q	0.00	Local Agency Investment Fund LGIP		0.00	21,148.20	0.00	21,148.20
Interest	6/30/2018	912828WS5	0.00	T-Note 1.625 6/30/2019		0.00	8,125.00	0.00	8,125.00
Interest	6/30/2018	LOAN2015	0.00	Financial System Loan-Mono County 1.25 6/30/2019		0.00	293.70	0.00	293.70
Interest	6/30/2018	29266N3Q8	0.00	ENERBANK USA SALT LAKE CITYUTAH 1.05 8/31/2018		0.00	211.44	0.00	211.44
Interest	6/30/2018	912828QT0	0.00	T-Note 2.375 6/30/2018		0.00	23,750.00	0.00	23,750.00
Interest	6/30/2018	912828U99	0.00	T-Note 1.25 12/31/2018		0.00	6,250.00	0.00	6,250.00
Interest	6/30/2018	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	3.96	0.00	3.96
Subtotal			0.00			0.00	131,020.41		131,020.41
Total Interest/Dividends			0.00			0.00	131,020.41		131,020.41
Sell Transactions									
Matured	6/30/2018	912828QT0	500,000.00	T-Note 2.375 6/30/2018	0.00	500,000.00	0.00	0.00	500,000.00
Matured	6/30/2018	912828QT0	1,500,000.00	T-Note 2.375 6/30/2018	0.00	1,500,000.00	0.00	0.00	1,500,000.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 5/31/2018, End Date: 6/30/2018

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Subtotal			2,000,000.00			2,000,000.00	0.00		2,000,000.00
Sell	6/30/2018	LOAN2015	2,242.69	Financial System Loan-Mono County 1.25 6/30/2019	0.00	2,242.69	0.00	0.00	2,242.69
Sell	6/30/2018	LOAN2015	10,802.92	Financial System Loan-Mono County 1.25 6/30/2019	0.00	10,802.92	0.00	0.00	10,802.92
Sell	6/30/2018	LOAN2015	13,001.69	Financial System Loan-Mono County 1.25 6/30/2019	0.00	13,001.69	0.00	0.00	13,001.69
Subtotal			26,047.30			26,047.30	0.00		26,047.30
Withdraw	6/4/2018	CAMP60481	500,000.00	California Asset Management Program LGIP	0.00	500,000.00	0.00	0.00	500,000.00
Withdraw	6/22/2018	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	6/26/2018	CAMP60481	1,000,000.00	California Asset Management Program LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	6/29/2018	OAKVALLEY0670	7,964,297.26	Oak Valley Bank Cash	0.00	7,964,297.26	0.00	0.00	7,964,297.26
Subtotal			10,464,297.26			10,464,297.26	0.00		10,464,297.26
Total Sell Transactions			12,490,344.56			12,490,344.56	0.00		12,490,344.56



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Public Health

TIME REQUIRED

SUBJECT 2018 WIC Contract Amendment #15-10093 A03

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Standard Agreement Amendment with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program pertaining to Contract #15-10093 A03.

RECOMMENDED ACTION:

Approve County entry into proposed contract amendment and authorize Board Chairman to execute said contract on behalf of the County by signing the following: 2 copies of Standard Agreement Amendment (STD 213A); 1 copy of California Civil Rights Laws Attachment (DGS OLS 04).

FISCAL IMPACT:

This item has no fiscal impact to the General Fund. Mono County WIC Program has a budget of \$277,451 for Year 3 (October 1st, 2017 to September 30th, 2018) of the 4-year contract. This item does not change the amount budgeted; only the line item (object) amounts change.

CONTACT NAME: Amber Hise

PHONE/EMAIL: (760) 924-4613 / ahise@mono.ca.gov

SEND COPIES TO:

Sandra Pearce

Kim Bunn

Amber Hise

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[2018 Staff Report](#)

[Standard Agreement Amendment](#)

[California Civil Rights Laws Attachment](#)

History

Time	Who	Approval
7/23/2018 9:56 AM	County Administrative Office	Yes
7/26/2018 2:18 PM	County Counsel	Yes
8/1/2018 2:53 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Public 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

Date: August 7, 2018
To: Honorable Board of Supervisors
From: Amber Hise, Women Infants and Children (WIC) Program Director
Subject: Women Infants and Children (WIC) Program
Contract Amendment #15-10093, A03

Recommendation:

Proposed Standard Agreement Amendment with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program pertaining to Contract #15-10093 A03. Approve County entry into proposed contract amendment and authorize Board Chairman to execute said contract on behalf of the County by signing the following:

- 2 copies of Standard Agreement Amendment (STD 213A)
- 1 copy of California Civil Rights Laws Attachment (DGS OLS 04)

Discussion:

The California State WIC Program is a nutrition education program, federally funded by the United States Department of Agriculture (USDA) and serves low income families that are at or below 185% of the poverty level. The WIC program is designed to provide supplemental resources to eligible individuals at nutritionally vulnerable times of life and to help reduce the risk of medical problems because of a lack of nutritious foods or information about nutrition. Pregnant woman, children 0-5 years of age and postpartum women are provided supplemental healthy food options, nutrition education, breastfeeding education and support as well as referrals to health care and other services the county provides. The Mono County WIC Program was established in 2010, serving over 250 families since that time.

Fiscal Impact/Budget Projections:

There will be no fiscal impact to the General Fund.

Mono County WIC Program has a budget of \$277,451.00 for Year 3 (October 1st, 2017 to September 30th, 2018) of the 4-year contract. Currently there is no change to the budget amount, only line item changes.

For questions regarding this item, please call Amber Hise at (760) 924-4613

Submitted by: Amber Hise, WIC Program Director

Reviewed by: Sandra Pearce, Public Health Director

STANDARD AGREEMENT AMENDMENT

Check here if additional pages are added: 1 Page(s)

Agreement Number 15-10093	Amendment Number A03
Registration Number:	

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

State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name County of Mono	(Also referred to as Contractor)
2. The term of this Agreement is: **October 1, 2015** through **September 30, 2019**
3. The maximum amount of this Agreement after this amendment is: **\$ 1,104,364** One Million One Hundred Four Thousand Three Hundred Sixty-Four Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of amendment:** *This amendment revises the Contractor's name from "Mono County Health Department WIC Program" to "County of Mono". This amendment also shifts funds for fiscal years 3 and 4 of the Exhibit B, Attachments I and II Budget and Detail Worksheet in order to compensate the Contractor for actual expenditures invoiced.*
- II. *Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).*

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Mono		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Bob Gardner, Chairperson, Board of Supervisors		
Address P.O. Box 3329 Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Jeffrey Mapes, Chief, Contracts Management Unit		
Address 1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

Exempt per:

III. Exhibit A, Scope of Work, Provision 5 is revised as follows:

5. Project Representatives

A. The project representatives during the term of this Agreement will be:

California Department of Public Health	Mono County Health Department WIC Program <u>County of Mono</u>
Chris Camacho <u>Pia Boling</u> Contract Manager Telephone: (916) 928-8897 <u>8543</u> Fax: (916) 440-5580 E-mail: Christopher.Camacho@cdph.ca.gov <u>Pia.Boling@cdph.ca.gov</u>	Sandra Pearce Interim Director of Public Health Telephone: (760) 924-1830 Fax: (760) 924-1831 E-mail: spearce@mono.ca.gov

B. Direct all inquiries to:

California Department of Public Health	Mono County Health Department WIC Program <u>County of Mono</u>
CDPH/WIC Division Attention: Chris Camacho <u>Pia Boling</u> Local Operations Section 3901 Lennane Drive Sacramento, CA 95834 Telephone: (916) 928-8897 <u>8543</u> Fax: <u>(916) 440-5580</u> E-mail: Christopher.Camacho@cdph.ca.gov <u>Pia.Boling@cdph.ca.gov</u>	Mono County Health Department WIC Program Attention: Amber Hise WIC Program Manager, RD 437 Old Mammoth Road, #Q Mammoth Lakes, CA 93546 Telephone: (760) 924-4613 Fax: (760) 924-1831 E-mail: ahise@mono.ca.gov

C. **All payments from CDPH to the Contractor shall be sent to the following address:**

Remittance Address
<u>Contractor: County of Mono</u>
<u>Attention: Finance Department</u>
<u>P.O. Box 556</u>
<u>Bridgeport, CA 93517</u>
<u>Phone: (760) 932-5494</u>
<u>Fax:</u>
<u>E-mail: jdutcher@mono.ca.gov</u>

~~C.~~ **D.** Either party may change the information in paragraphs A or B **A, B or C** above by giving written notice to the other party. These changes shall not require an amendment to this Agreement.

Exhibit B, Attachment I A2-A3
Budget

	Year 1	Year 2			Year 3			Year 4			Totals	Total Adj.	Totals Amendment A02
	10/1/2015 - 9/30/2016	10/1/2016 - 9/30/2017			10/1/2017 - 9/30/2018			10/1/2018 - 9/30/2019					
	Budget Amendment-A02	Budget	Budget Adj.	Budget Amendment-A02	Budget	Budget Adj.	Budget Amendment-A02	Budget	Budget Adj.	Budget Amendment A02			
Personnel													
Total Salaries and Wages	122,138	121,860	-	121,860	116,834	(502)	116,332	120,311	(1,191)	119,120	481,143	(1,693)	479,450
Fringe Benefits	94,058	93,832	-	93,832	91,130	872	92,002	89,583	4,521	94,104	368,603	5,393	373,996
Personnel	216,196	215,692	-	215,692	207,964	370	208,334	209,894	3,330	213,224	849,746	3,700	853,446
Operating Expenses	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Totals	Adj.	Total Amendment A02
Minor Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
General Office Expenses	-	3,948	-	3,948	8,536	(462)	8,074	4,524	(1,434)	3,090	17,008	(1,896)	15,112
Training	800	520	-	520	2,000	-	2,000	3,600	(1,139)	2,461	6,920	(1,139)	5,781
Travel	966	3,308	-	3,308	6,900	-	6,900	6,900	(1,590)	5,310	18,074	(1,590)	16,484
Professional Certifications	-	60	-	60	60	-	60	60	-	60	180	-	180
Outreach	-	-	-	-	-	-	-	-	-	-	-	-	-
Media/Promotion	-	-	-	-	-	-	-	-	-	-	-	-	-
Program Materials	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Facility Costs (See Exhibit B Attachment III for breakdown)	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Expenses	1,766	7,836	-	7,836	17,496	(462)	17,034	15,084	(4,163)	10,921	42,182	(4,625)	37,557
Major Equipment	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Totals	Adj.	Total Amendment A02
Telephone System	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle (s)	-	-	-	-	-	-	-	-	-	-	-	-	-
Photocopy Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Major Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Subcontracts	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Totals	Adj.	Total Amendment A02
Subcontracts	-	-	-	-	-	-	-	-	-	-	-	-	-
Indirect Costs	Budget Amendment-A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment-A02	Totals	Adj.	Total Amendment A02
Indirect Costs	54,049	53,923	-	53,923	51,991	92	52,083	52,473	833	53,306	212,436	925	213,361
TOTAL COSTS	272,011	277,451	-	277,451	277,451	-	277,451	277,451	-	277,451	1,104,364	-	1,104,364

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: County Counsel

TIME REQUIRED

SUBJECT Agreement for Legal Services for
Mono County Childcare Council

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Mono County Childcare Council pertaining to the provision of legal services by the Office of the County Counsel.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Dependent upon amount of work required by Child Care Council. Reimbursement for services would be at actual cost.

CONTACT NAME: Jenny Senior

PHONE/EMAIL: 1702 / jsenior@mono.ca.gov

SEND COPIES TO:

Queenie Barnard, Coordinator of Mono County Childcare Council

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract

History

Time	Who	Approval
7/30/2018 9:32 AM	County Administrative Office	Yes

7/26/2018 2:19 PM

County Counsel

Yes

8/1/2018 4:21 PM

Finance

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: August 7, 2018

Re: Agreement to Provide Legal Services to the Mono County
Childcare Council

Recommended Action

Approve Agreement to Provide Legal Services to the Mono County Childcare Council

Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

Dependent upon the amount of legal services requested.

Discussion

The Mono County Childcare Council was established in 1997 as the Local Planning Council for Mono County, as mandated by State law. The purpose of Local Childcare Councils is to meet and provide a forum to identify the priorities of local child care and the development of policies to meet the needs identified within those priorities.

Under Government Code section 26520, which is made applicable to county counsels by Government Code section 26529, a county counsel is authorized to provide legal services to local public entities, and to charge a fee for such services.

The MCCC wishes to retain legal services from Mono County through its

County Counsel's Office (as an independent contractor), and would pay for those services at actual cost

If you have any questions on this matter prior to your meeting, please call me at 924-1704 or 932-5417.

**AGREEMENT REGARDING LEGAL SERVICES TO BE
PROVIDED BY THE MONO COUNTY COUNSEL'S OFFICE
TO THE MONO COUNTY CHILDCARE COUNCIL**

This Agreement is entered into by and between the Mono County Childcare Council ("MCCC") and the County of Mono, a political subdivision of the State of California ("County").

Recitals:

A. The Mono County Childcare Council was established in 1997 as the Local Planning Council for Mono County, as mandated by State law. The purpose of Local Childcare Councils is to meet and provide a forum to identify the priorities of local child care and the development of policies to meet the needs identified within those priorities.

B. Under Government Code section 26520, which is made applicable to county counsels by Government Code section 26529, a county counsel is authorized to provide legal services to local public entities, and to charge a fee for such services.

C. The MCCC wishes to retain legal services from Mono County through its County Counsel's Office (as an independent contractor). The County is willing to provide such services on the terms and conditions set forth below.

Terms and Conditions:

1. Mono County shall provide legal services to the MCCC through the Mono County Counsel's Office (hereinafter referred to as "the County Counsel"), when and if requested by the MCCC. The MCCC shall be deemed a client of the County Counsel for purposes of this Agreement. Individual attorneys employed by the County in the County Counsels' Office shall at all times remain employees of the County and not employees of the MCCC. All legal services provided shall be through the County as an independent contractor.

2. As compensation for any and all legal services provided under this Agreement, and any expenses associated therewith, the MCCC shall reimburse the County its the actual costs of providing the services. The current costs for County Counsel services are set forth in Attachment A to this Agreement, which is incorporated by this reference. Upon any increase to the County in costs to provide County Counsel services, Attachment A shall automatically be updated to include the increases.

3. Invoices for County Counsel services shall be sent to the MCCC in care of its Executive Director on a quarterly basis, or at such other intervals as may be mutually

agreeable to the parties. Invoices shall contain descriptions of work performed, time spent and any reimbursable expenses (postage, mileage, etc.). The MCCC shall pay invoices within 30 days of receipt.

4. The County Counsel's Office shall notify the parties hereto of any actual or potential conflicts of interest that may arise between them as respective clients of the County Counsel's office, and the County Counsel shall endeavor to avoid providing any services under this Agreement that would create a conflict. Nevertheless, in the event that a conflict does arise between the County (or any of its boards, commissions, officers or employees) on the one hand and the MCCC on the other hand, or if for any reason the County Counsel's office declines to or resigns from providing services to the MCCC, then the MCCC agrees that the County Counsel's Office may thereafter continue to act as legal counsel for the County and that the County Counsel's Office shall not be disqualified from representing or otherwise carrying out any of its powers and duties on behalf of the County.

5. This Agreement shall remain in full force and effect until terminated by any party, with or without cause, by supplying 30 days' written notice of termination to the other party.

6. The MCCC acknowledges that it has been or has had the opportunity to be represented by separate legal counsel with respect to the negotiation and preparation of this Agreement or has knowingly waived its right to do so, and that it is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party. The MCCC specifically acknowledges that the County Counsel has only represented the County with respect to the negotiation and preparation of this Agreement and that the MCCC has consented to such representation and has knowingly and voluntarily waived any actual or potential conflict associated with such representation.

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

Execution:

This Agreement shall be deemed entered into as of its date of execution by the parties.

MONO COUNTY CHILDCARE
COUNCIL

By: _____
Queenie Barnard, Chair

COUNTY OF MONO

By: _____
Bob Gardner, Chair
County Board of Supervisors

Attachment A
County Counsel rates as of 1/1/2018

County Counsel	\$116.32/hour
Assistant County Counsel	\$87.47/hour
Deputy County Counsel III	\$86.31/hour
Deputy County Counsel II	\$73.31/hour
Paralegal/Legal Secretary	\$40.30/hour
Costs (mailing, copies, etc.)	Actual cost



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: CAO

TIME REQUIRED

SUBJECT Amendment and Extension of
Contract with Willdan Engineering-
Interim Director of Public Works

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Willdan Engineering pertaining to Interim Director of Public Works services.

RECOMMENDED ACTION:

Approve entry and authorize CAO to extend contract with Doug Wilson of Willdan Consulting, for the provision of Interim Director of Public Works Services.

FISCAL IMPACT:

Contract limit increases from \$73,000 to \$173,000. This contract limit, in its entirety, will be offset by salary savings related to the vacancy of the Director position.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760.932.5414 / lchapman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract Amendment/Extension
Original Agreement

History

Time	Who	Approval
7/23/2018 10:14 AM	County Administrative Office	Yes

7/25/2018 2:06 PM

County Counsel

Yes

8/1/2018 4:46 PM

Finance

Yes



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

Date: August 14, 2018
To: Honorable Board of Supervisors
From: Leslie Chapman, CAO
Subject: Amendment and Extension of Contract with Willdan Consulting to provide Interim Public Works Director Services

Recommended Action:

Approve entry and authorize CAO to extend contract with Doug Wilson of Willdan Consulting, for the provision of Interim Director of Public Works Services.

Fiscal Impact:

Contract limit increases from \$73,000 to \$173,000. This contract limit, in its entirety, will be offset by salary savings related to the vacancy of the Director position.

Discussion:

Doug Wilson of Willdan Engineering has been serving as Interim Director of Public Works since March, 2018.

During that time, Mr. Wilson has contributed his experience and leadership to Public Works day-to-day operations while leading the recruitment effort for a permanent Public Works Director, and other key Department positions. As those positions are yet to be filled, the recommendation from the CAO is to continue to have Mr. Wilson serve as the Interim Director of the Department, until a permanent Public Works Director is appointed.

If you have any questions regarding this item, please contact me at (760) 932-5414.

Respectfully submitted,

Leslie Chapman
CAO

**AGREEMENT AND FIRST AMENDMENT TO AGREEMENT
BETWEEN COUNTY OF MONO AND WILLDAN ENGINEERING
PROVIDING FOR INTERIM DIRECTOR OF PUBLIC WORKS SERVICES**

This AGREEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN COUNTY OF MONO AND WILLDAN ENGINEERING PROVIDING FOR INTERIM DIRECTOR OF PUBLIC WORKS SERVICES ("First Amendment") is entered into on or about August 14, 2018, by and between the County of Mono ("County"), a political subdivision of the State of California, and Willdan Engineering, of Fresno, California ("Contractor"), for the purpose of amending the AGREEMENT BETWEEN COUNTY OF MONO AND WILLDAN ENGINEERING FOR THE PROVISION OF INTERIM DIRECTOR OF PUBLIC WORKS SERVICES ("the Agreement"). County and Contractor are sometimes referred to herein collectively as the "Parties."

RECITALS

- A. The Parties entered into the Agreement on or about [DATE] for the provision of interim director of public works services.
- B. County has been satisfied with the services performed by Contractor under the Agreement to date, and continues to have a need for Contractor's services.
- C. In light of the foregoing, the Parties wish to extend the Term and increase the Contract Limit included in the Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. The Term provided in Paragraph 2 of the Agreement shall be amended to extend through June 30, 2019, unless sooner terminated as provided in the Agreement.
- 2. The Contract Limit provided in Paragraph 3.D. of the Agreement shall be amended and increased to \$173,000.00.
- 3. All other provisions of the Agreement not herein modified shall remain in full force and effect.
- 4. This First Amendment may be executed in one or more counterparts (including electronic transmission), each of which shall be deemed an original and all of which constitute one and the same written instrument.

**AGREEMENT BETWEEN COUNTY OF MONO
AND WILLDAN ENGINEERING
FOR THE PROVISION OF INTERIM DIRECTOR OF PUBLIC WORKS SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Interim Director of Public Works services of Willdan Engineering, of Fresno, CA (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

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

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

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

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

2. TERM

The term of this Agreement shall be from March 13, 2018, to August 31, 2018, unless sooner terminated as provided below.

3. CONSIDERATION

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

B. Travel and Per Diem. Except as otherwise set forth in Attachment B, Contractor will not be paid or reimbursed for travel expenses or per diem that 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 County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Seventy Three Thousand Dollars (\$73,000). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should 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.

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. It is understood that Attachment A may include specific details regarding work schedule, and such schedule(s) shall be adhered to, unless circumstances outside Contractor's control cause delays and contractor provides timely notice of such circumstances.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

The County shall provide such office space, supplies, equipment, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. The cost and expenses incurred by Contractor in providing and maintaining additional office space, beyond what is provided by County, is the sole responsibility and obligation of the Contractor.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of 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, that is the result of Contractor's negligence.

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

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

8. WORKERS' COMPENSATION

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

9. INSURANCE^{ac}

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

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

contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

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

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

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

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

10. STATUS OF CONTRACTOR

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

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

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

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless County, its officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, , including reasonable litigation costs and attorney's fees, arising out of, resulting from, the performance of this Agreement by Contractor, or Contractor's officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its employees, arising out of the negligence, reckless or willful misconduct of the Contractor.

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

If the 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 the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from 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 (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with 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.

21. SEVERABILITY

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

22. FUNDING LIMITATION

The ability of 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, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
County Administrative Officer
County of Mono
P.O. Box 696
Bridgeport, CA 93517
760-932-5410

Contractor:
Willdan Engineering

c/o Doug Wilson
1881 Business 2014 Tulare Street, Sui 515
Fresno, CA 93721
dwilson@willdan.com

25. ENTIRE AGREEMENT

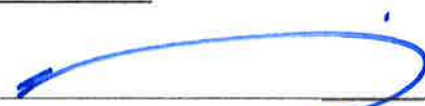
This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived,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

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

COUNTY OF MONO

CONTRACTOR

By: Leslie L. Chapman

By: 

Name: Leslie Chapman


Name: Bill Pagett

Dated: 3/20/18

Dated: 3. 19. 18

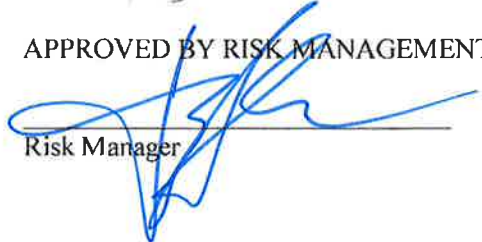
Taxpayer's Identification or Social Security
Number: 95-2295858

APPROVED AS TO FORM:



County Counsel

APPROVED BY RISK MANAGEMENT:



Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND WILLDAN ENGINEERING FOR THE PROVISION OF
INTERIM DIRECTOR OF PUBLIC WORKS SERVICES**

TERM:

FROM: March 13, 2018 TO: August 31, 2018

SCOPE OF WORK:

During the term of this Agreement, Mr. Douglas Wilson, PE, a Willdan employee, is hereby designated as the Interim Mono County Director of Public Works and Director of Transportation. Mr. Wilson will provide requested services in accordance with the duties detailed below. Willdan, through Mr. Wilson, will generally provide services in the Bridgeport, CA offices of the County two to three days per week as mutually agreed, with recommended days per week as mutually agreed.

Interim Director of Public Works Duties:

Plan, organize, direct and manage the functions and activities of the Public Works Department
Develop and implement Department goals, objectives, and priorities
Provide administrative direction and oversight for Department staff
Develop and administers the Department budget
Formulate Department procedures and policies
Oversee the planning, design, construction, and maintenance of County roads and transportation facilities
Perform long range Capital Improvement Planning and develop a Capital Improvement Budget
Provide oversight and direction for engineering and surveying functions
Exercise oversight and management of County landfill and solid waste facilities
Oversee the development and operation of the County Airports
Direct and coordinate the work of the County Engineer, County Surveyor and engineering consultants
Develop and administer various grants
Provide expertise and coordinate the functions of a variety of boards and commissions
Manage and direct the maintenance of vehicles and heavy equipment
Develop, submit and present Department reports
Approve department claims
Maintain current knowledge of legislation, practices, and case decisions regarding Public Works operations and development
Maintain contact with the press and community organizations
Perform special assignments for the Board of Supervisors
Interpret policies and regulations for the public
Represent the Public Works Department with regional and local boards, commissions and other government agencies.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND WILLDAN ENGINEERING
FOR THE PROVISION OF INTERIM DIRECTOR OF PUBLIC WORKS SERVICES**

TERM:

FROM: March 13, 2018 TO: August 31, 2018

SCHEDULE OF FEES:

The County shall pay Contractor for services and work performed under this Agreement in accordance with Contractor's Schedule of Fees, which is set forth below or in Attachment B1 to this Agreement, which is incorporated herein by this reference.

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

ATTACHMENT B1

Contractor will provide Interim Public Works Director services to Mono County on an as needed basis. It is understood that the services will require the Interim Public Works Director to be available in the Mono County offices two (2) to three (3) days per week on a schedule that mutually agreed.

Fees:

Contractor's time will be invoiced monthly at a rate of \$175 per hour.

The invoice will include a per diem amount equal to the charges for lodging for the days Contractor is working from the County's offices. Upon mutual agreement of Contractor and County, the County may provide lodging directly to Contractor, thereby eliminating associated lodging charges



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Approval of Two New Positions in the Behavioral Health Department

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution amending the County List of Allocated Positions to include 2 new positions in the Behavioral Health Department.

RECOMMENDED ACTION:

Consider and potentially adopt Resolution No. 18-____, A Resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to add one (1) .60 Case Manager I Position, and one (1) Office Assistant I/II Position, in the Behavioral Health Department.

FISCAL IMPACT:

The positions are included within the approved FY 18/19 budget. Case Manager I at 24 hours per week (.60): \$29,772 salary; \$11,000 benefits; Total \$40,772. Office Assistant I/II: \$26,460 to \$30,684 salary; \$11,000 benefits; Bilingual pay \$3,000 Total \$40,460 to \$44,684.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1740 / rroberts@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution

History

Time

Who

Approval

7/27/2018 10:56 AM	County Administrative Office	Yes
7/27/2018 1:53 PM	County Counsel	Yes
8/1/2018 3:43 PM	Finance	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

To: Mono County Board of Supervisors

From: Robin K. Roberts, MFT, Behavioral Health Director

Date: August 7, 2018

SUBJECT:

Consider and potentially adopt Resolution No. 18-____ "A Resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to add one (1) .60 Case Manager I Position, and one (1) Office Assistant I/II Position, in the Behavioral Health Department.

DISCUSSION:

To meet existing capacity needs, Mono County Behavioral Health requires an Office Assistant I/II to answer phones, provide data entry into the Electronic Health Record, engage with and provide appointment times for consumers, and other duties as assigned.

Currently, the duties are being performed by Case Manager I (MCPEA level 54A) instead of the Office Assistant I (MCPEA Level 39A). Behavioral Health would like to use the Case Manager on more advanced work for which they are being compensated, and fill the Office Assistant I/II position.

In an effort to promote more client and resident engagement in the Northern part of Mono County, Behavioral Health would like to hire a part time, 24-hour a week, Case Manager I to work out of the Walker Wellness Center.

FISCAL IMPACT:

The total fiscal impact of these positions is as follows:

Case Manager I at 24 hours per week (.60): \$29,772.00 salary; \$11,000.00 benefits; Total \$40,772.00.

Office Assistant I/II: \$26,460.00 to \$30,684.00 salary; \$11,000.00 benefits; Bilingual pay \$3,000.00 Total \$40,460.00 to \$44,684.00.

SUBMITTED BY:

Robin K. Roberts, Director Mono County Behavioral Health
760-924-1740



RESOLUTION NO. R18-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY
OF MONO LIST OF ALLOCATED POSITIONS TO ADD ONE (1)
.60 CASE MANAGER POSITION, AND ONE (1) OFFICE ASSISTANT I/II POSITION IN
THE BEHAVIORAL HEALTH DEPARTMENT**

WHEREAS, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

WHEREAS, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

WHEREAS, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of job classifications on the Allocation List; and

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accountability for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES as follows:

The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Increase the allocation of a full-time permanent Office Assistant I/II in the Behavioral Health Department by One (1) (new total of One (1)) (salary range of \$26,987-\$36,209/year).

Increase the allocation of a Case Manager I in the Behavioral Health Department by .60 (24hrs/wk, new total of .6) (salary range of \$39,086-\$47,509/year).

PASSED AND ADOPTED this 7th day of August, 2018, by the following

Vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTEST: _____
Clerk of the Board

Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Elections

TIME REQUIRED

SUBJECT Consolidation of Elections - Antelope
Valley Fire Protection District

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Antelope Valley Fire Protection District has requested that its Special Election on the imposition of a special tax on each parcel of land within the boundaries of the District to pay for fire protection services be consolidated with the 2018 Statewide General Election on November 6, 2018, and that the Mono County Elections Division conduct the election and canvass the returns.

RECOMMENDED ACTION:

Consider and potentially adopt Resolution R18-____, Approving the Antelope Valley Fire Protection District's Request to Consolidate its Special Election with the November 6, 2018 Statewide General Election.

FISCAL IMPACT:

Minor costs associated with adding an extra item(s) to the already scheduled ballot. These costs will not be known until after the election. In accordance with Elections Code Section 10002, the Antelope Valley Fire Protection District shall reimburse the County for these additional costs.

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Draft Resolution Approving Consolidation](#)

[AVFPD Resolution and Ordinance](#)

History

Time	Who	Approval
7/23/2018 10:27 AM	County Administrative Office	Yes
7/26/2018 2:14 PM	County Counsel	Yes
7/23/2018 4:34 PM	Finance	Yes



CLERK – RECORDER – REGISTRAR COUNTY OF MONO

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Shannon Kendall
Registrar of Voters
(760) 932-5533
skendall@mono.ca.gov

To: Honorable Board of Supervisors
From: Shannon Kendall, Registrar of Voters
Date: August 7, 2018

Subject

Consolidation of the November 6, 2018 Antelope Valley Fire Protection District's Special Election.

Recommended Action

Consider and potentially adopt a resolution consolidating the Antelope Valley Fire Protection District's Special Election with the November 6, 2018 Statewide General Election.

Discussion

At the July 7, 2018 meeting of the Antelope Valley Fire Protection District Board, Ordinance No. 2018-01 was adopted calling for and giving notice of a Special Election to be held on November 6, 2018, for imposing a special tax for fire protection services.

At the July 7, 2018 meeting, Resolution 180702 was adopted requesting that the Mono County Board of Supervisors consent and agree to consolidate the Special Election with the Statewide General Election to be held on the same date.

As part of these resolutions, the Antelope Valley Fire Protection District is requesting that the Mono County Elections Division be responsible for the conduct of the consolidated election.

Fiscal Impact

There will be minor prorated costs associated with the consolidated election. These costs will be determined after the election. In accordance with §10002 of the California Elections Code, the Antelope Valley Fire Protection District shall reimburse the County in full for these services performed.



R18-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING THE ANTELOPE VALLEY FIRE PROTECTION
DISTRICT'S REQUEST TO CONSOLIDATE ITS SPECIAL
ELECTION WITH THE NOVEMBER 6, 2018, STATEWIDE
GENERAL ELECTION**

WHEREAS, the Antelope Valley Fire Protection District has called a Special Election to be held on November 6, 2018, to submit to the voters of the Antelope Valley Fire Protection District the adoption of a proposed ordinance imposing a special tax for fire protection services within the district; and

WHEREAS, the Antelope Valley Fire Protection District has requested that the Special Election be consolidated with the November 6, 2018, Statewide General Election; and

WHEREAS, it is desirable that the Special Election be consolidated with the Statewide General Election to be held on the same date, and that within the district, the precincts, polling places and election officers of the two elections be the same, and that the Mono County Election Division canvass the returns of the Special Election, and that the election be held in all respects as if there were only one election; and

WHEREAS, the Board of Supervisors is requested to consent and agree to the consolidation of a Special Election with the Statewide General Election, and issue instructions to the Mono County Elections Division to take any and all steps necessary for the holding of the consolidated election.

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

SECTION 1: Pursuant to §10400, *et seq.*, of the California Elections Code, the Mono County Board of Supervisors consents and hereby orders the consolidation of the Antelope Valley Fire Protection District's Special Election with the Statewide General Election on Tuesday, November 6, 2018, for the purpose of submitting to the voters of the Antelope Valley Fire Protection District the adoption of a proposed ordinance imposing a special tax for fire protection services within the district.

SECTION 2: The Mono County Elections Division is instructed to take any and all steps necessary for the holding of the consolidated election. The election shall be held in all respects as if there were only one election and shall be in form and content as required by law.

SECTION 3: The Mono County Elections Division is authorized to canvass the returns of the Special Election.

1 **SECTION 4:** Pursuant to California Elections Code § 10002, the Mono County
2 Elections Division will bill the Antelope Valley Fire Protection District for any costs incurred
3 because of this consolidation, and shall be reimbursed by the Antelope Valley Fire Protection
4 District accordingly.

5 **PASSED, APPROVED and ADOPTED** this 7th day of August 2018, by the following
6 vote, to wit:

7 **AYES:**

8 **NOES:**

9 **ABSENT:**

10 **ABSTAIN:**

11
12
13 _____
14 Bob Gardner, Chair
15 Mono County Board of Supervisors

16 **ATTEST:**

17 **APPROVED AS TO FORM:**

18
19 _____
20 Clerk of the Board

21 _____
22 County Counsel

RESOLUTION NO. 180702

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE ANTELOPE VALLEY FIRE PROTECTION DISTRICT
CALLING A SPECIAL ELECTION TO SUBMIT TO THE VOTERS
OF THE ANTELOPE VALLEY FIRE PROTECTION DISTRICT
THE ADOPTION OF A PROPOSED ORDINANCE
IMPOSING A SPECIAL TAX FOR INCREASED FIRE PROTECTION
SERVICES, AND ORDERING THAT THE SPECIAL
ELECTION BE CONSOLIDATED WITH THE
STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 6, 2018**

WHEREAS, Section 53978 of the California Government Code authorizes any local agency which provides fire protection services to propose by ordinance a special tax for fire protection provided by the agency; and

WHEREAS, the Board of Commissioners of the Antelope Valley Fire Protection District has adopted an ordinance (Ordinance No. 2018-01) imposing a special tax for fire protection provided by the Fire Protection District, which ordinance will take effect if it is approved by two-thirds of the voters of the District voting upon it; and

WHEREAS, a copy of said ordinance is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, according to County Assessor's office records there are approximately 822 parcels within the Antelope Valley Fire Protection District and, therefore, the special tax proposed in the ordinance attached as Exhibit "A" could generate an estimated \$98,640 for the District annually;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Antelope Valley Fire Protection District that pursuant to Elections Code Section 12001 and Government Code Section 53978 a special election is hereby called and ordered to be held within the Antelope Valley Fire Protection District on November 6, 2018, to submit to the voters of the District the following proposition:

PROPOSITION A:

<i>"Shall there be levied a flat tax of \$120.00 (adjusted annually for inflation but not to exceed \$160.00) on each parcel within the Antelope Valley Fire Protection District to fund static water supplies, staffing, training and equipment to enhance the District's ability to combat structural and wildland fire; levied annually until repealed by the voters or the District Board of Commissioners and expected to generate \$98,640 the first year?"</i>	YES 4	
	NO 0	

BE IT FURTHER RESOLVED that pursuant to Elections Code sections 10400 et seq., the special election called by this resolution shall be, and is hereby, ordered to be consolidated with the statewide general election to be held on November 6, 2018.

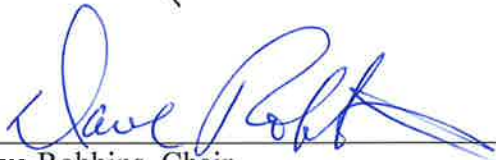
NOW, THEREFORE, BE IT RESOLVED that this Resolution is APPROVED AND ADOPTED at a duly held regular meeting of the Antelope Valley Protection District Board of Fire Commissioners on the 7th day of July 2018.

AYES: Robbins, Mandichuk, Morris, Dunn

NOES:

ABSTAIN:

ABSENT:



Dave Robbins, Chair
Antelope Valley Board of Fire Commissioners

ATTEST:


Sue Robbins, Commission Secretary

APPROVED AS TO CONTENT:


Mike Curti, Fire Chief

ORDINANCE 2018-01

**AN ORDINANCE OF THE ANTELOPE VALLEY FIRE PROTECTION DISTRICT
IMPOSING A SPECIAL TAX ON REAL PROPERTY WITHIN THE
DISTRICT TO PAY FOR INCREASED FIRE PROTECTION SERVICES, TO
TAKE EFFECT ONLY UPON APPROVAL BY
TWO-THIRDS OF THE VOTERS OF THE DISTRICT**

WHEREAS, the Antelope Valley Protection District’s purpose is to protect life and property within the District’s jurisdictional boundaries by preventing and responding to fires and assisting in emergency situations requiring immediate response; and

WHEREAS, in order to provide a level of service consistent with the needs of the District, all moneys collected through this tax will be used for static water supplies, staffing, training and equipment to enhance the capabilities of the Fire District to combat wildland and structural fires; and

WHEREAS, section 53978 of the California Government Code authorizes a local agency which provides fire protection services to propose by ordinance a special tax, other than an ad valorem property tax, for fire protection services provided by the local agency; and

WHEREAS, section 53978 allows the local agency proposing the tax to set in the ordinance the amount of the tax to be levied; and

WHEREAS, section 53978 provides that the special tax shall take effect upon approval of two-thirds of the voters voting upon the measure; and

WHEREAS, the procedures above are consistent with the requirements of California Constitution, Article XIII C (Proposition 218); and

WHEREAS, for the reasons stated herein, the Board of Commissioners of the District wishes to impose a special tax on real property within the District as set forth in this ordinance;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE ANTELOPE VALLEY FIRE PROTECTION DISTRICT ORDAINS as follows:

SECTION ONE: Subject to voter approval and enactment of this ordinance pursuant to Elections Code section 9204 and Article XIII C of the California Constitution, a special tax of \$120.00 shall be imposed upon each taxable parcel of real property within the Antelope Valley Fire Protection District as set forth below.

SECTION TWO: The special tax shall be levied once during the 2019-20 fiscal year at the rates set forth herein, and then levied once during each fiscal year thereafter with percentage adjustments (either increasing or decreasing the amount of the tax) based on the percentage change (if any) during the preceding 12-month period in the Consumer Price Index (specifically, “CPI-U” for the U.S. City Average for All Items) of the bureau of Labor Statistics, United States

Department of labor, or any index substituted by the Department of Labor therefor, but not to exceed \$160.00 per year.

SECTION THREE: The County of Mono is requested to collect the special tax of the Antelope Valley Fire Protection District, as enacted by this ordinance and subject to approval by the voters, for the 2019-20 fiscal year and for each fiscal year thereafter, unless and until the District provides otherwise by ordinance or resolution. The County may deduct its reasonable costs of collection before remitting the balance to the District, as provided by subdivision (d) of Government Code section 59739.

SECTION FOUR: For each fiscal year in which the District desires the County to collect the special tax, it shall determine the amount to be levied on each property within the District and identify the properties upon which the tax is to be charged, in accordance with law. The District will provide such information, as approved by the District Board, to the Mono County Finance Department no later than August 10th of each year, or as soon thereafter as is reasonably practicable and agreed-upon by the County's Finance Director.

ADOPTED this 7th day of July 2018, by the Board of Commissioners of the Antelope Fire Protection District on the following roll call vote:

AYES: Robbins, Mandichak, Morris, Dunn

NOES:

ABSENT:

ABSTAIN:



Dave Robbins, Chair

ATTEST:



Sue Robbins, Commission Secretary

APPROVED AS TO CONTENT:



Mike Curti, Fire Chief



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Sheriff

TIME REQUIRED

SUBJECT New Hire for Public Safety Officer I at
C Step

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

On July 2, 2018, a new employee was hired as a PSO I. This employee has three years of experience as a Police Officer in the state of Nevada and possesses a Nevada Basic POST Certificate. The combination of law enforcement experience and training make this employee overqualified for the entry level, and therefore we are requesting a starting salary at Step C.

RECOMMENDED ACTION:

Approve moving New Public Safety Officer from Step A to Step C.

FISCAL IMPACT:

This is an allocated and budgeted position in the Fiscal Year 18-19 General Fund. The difference in annual salary between the A step and the C step is \$4,560.

CONTACT NAME: Sarah Roberts

PHONE/EMAIL: 760-932-5279 / sroberts@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
7/23/2018 1:50 PM	County Administrative Office	Yes
7/27/2018 1:56 PM	County Counsel	Yes

8/1/2018 4:26 PM

Finance

Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun

MONO COUNTY SHERIFF'S OFFICE

Michael Moriarty

Sheriff-Coroner

Undersheriff

DATE: August 7, 2018

TO: The Honorable Board of Supervisors

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: New Hire for Public Safety Officer I at C Step

BACKGROUND

The Public Safety Officer (PSO) position in the Jail is a dual trained position in both custody and dispatch. This is generally an entry level position, as most of our applicants have no experience in custody or dispatch, and new hires almost always start as a PSO I, A Step.

DISCUSSION:

On July 2, 2018, a new employee was hired as a PSO I. This employee has three years of experience as a Police Officer in the state of Nevada and possesses a Nevada Basic POST Certificate. The combination of law enforcement experience and training make this employee overqualified for the entry level, and therefore we are requesting a starting salary at Step C.

FINANCIAL IMPACT:

This is an allocated and budgeted position in Fiscal Year 18-19 General Fund.

RECOMMENDATION:

Approve a starting salary for the new PSO I at C Step.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", written over a white background.

Ingrid Braun
Sheriff-Coroner



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Appointment of Supervisor Halferty to Eastern Sierra Transit Authority Board

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Appointment of Supervisor Halferty to the Eastern Sierra Transit Authority Board of Directors, to replace Kirk Stapp.

RECOMMENDED ACTION:

Appoint Supervisor Halferty to the Eastern Sierra Transit Authority Board of Directors.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
7/31/2018 10:56 AM	County Administrative Office	Yes
7/31/2018 10:44 AM	County Counsel	Yes
8/1/2018 2:46 PM	Finance	Yes



Jennifer Halferty ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

To: Honorable Board of Supervisors

From: Shannon Kendall, Clerk of the Board

Date: August 7, 2018

Subject

Appointment of Supervisor Halferty to Eastern Sierra Transit Authority Board.

Recommendation

Appoint Supervisor Halferty to Eastern Sierra Transit Authority Board of Directors.

Discussion

The Eastern Sierra Transit Authority Board of Directors comprises eight members. Each member jurisdiction appoints two representatives from their respective governing bodies.

Current representative Kirk Stapp is stepping down as the Mono County representative, after having been elected to the Town of Mammoth Lakes Council. Supervisor Halferty would fill the open Board position.

Fiscal Impact

None



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: CAO, County Counsel

TIME REQUIRED

SUBJECT Sierra Center Mall Estoppel
Certificate

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Tenant estoppel certificate for Sierra Center Mall.

RECOMMENDED ACTION:

Authorize Board Chair to sign estoppel certificate.

FISCAL IMPACT:

This item has no fiscal impact.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 (Mammoth) 760-932-5417 (Bridgeport) / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Certificate

History

Time	Who	Approval
7/31/2018 10:58 AM	County Administrative Office	Yes
7/31/2018 5:19 PM	County Counsel	Yes
8/1/2018 2:45 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: August 7, 2018

Re: Sierra Center Mall Estoppel Certificate

Recommended Action

Authorize Board Chair to sign estoppel certificate.

Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

None.

Discussion

As is standard with commercial leases, the County's lease for the Sierra Center Mall requires it to approve an estoppel certificate (which is a written representation of current conditions associated with the tenancy) upon the request of the landlord. The owners of the Sierra Center Mall are pursuing refinancing of the building and have therefore requested that the County provide an estoppel certificate for the new lender. The estoppel certificate has been reviewed by Public Works, Finance, the CAO's office and County Counsel.

If you have any questions on this matter prior to your meeting, please call me at 924-1704 or 932-5417.

TENANT ESTOPPEL CERTIFICATE

To: OWS BCA Funding, LLC
1290 Avenue of the Americas
34th Floor
New York, NY 10104

Re: Lease Dated: August 1, 2006 ([as amended,] the "Lease")
Tenant: County of Mono (the "Tenant")
Landlord: 452 OM RD, LLC and
Highmark Mammoth Investments, LLC,
as Tenants in Common,
as successors to Doheny V LLC (the "Landlord")
Sierra Center Mall
452 Old Mammoth Road, Mammoth Lakes, CA (the "Building")
Leased Premises within the Building: Suite 301 (the "Premises")

The Tenant acknowledges that (a) OWS BCA Funding, LLC, a Delaware limited liability company (together with its successors and assigns, the "Lender") has agreed, subject to the satisfaction of certain terms and conditions, to make a loan (the "Loan") to 452 OM RD, LLC and Highmark Mammoth Investments, LLC, as Tenants in Common DBA "Old Mammoth Highmark Associates" (the "Landlord"), secured by a mortgage lien on the Landlord's interest in the Building and the land on which the Building is located, and (b) the Lender is requiring this Certificate as a condition to its making the Loan. Accordingly, the Tenant hereby certifies and confirms to the Lender and acknowledges and agrees as follows:

1. The Tenant is in full and complete possession of the Premises demised under the Lease, such possession having been delivered by the Landlord pursuant to the Lease and having been accepted by the Tenant.

2. The improvements to the Premises that the Landlord is required to furnish under the Lease have been completed in all respects to the satisfaction of the Tenant, and the Premises are open for the use of the Tenant, its customers, employees and invitees. All contributions required to be paid by the Landlord to the Tenant in connection with improvements to the Premises have been paid in full.

3. All duties or obligations of the Landlord required under the Lease which were an inducement to the Tenant to enter into the Lease have been fully performed.

4. The Lease is in full force and effect. No default exists on the part of the Landlord or the Tenant under the Lease, nor does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would be such a default. The Lease constitutes the entire agreement between the Landlord and the Tenant with respect to the Premises and has not been amended, modified or supplemented, except as attached hereto, and has not been superseded. There are no oral agreements between the Landlord and the Tenant with respect to the Premises. A true and correct copy of the Lease (including all amendments thereto) is attached to this Certificate as Exhibit "A", and has not been amended, modified or supplemented except

as set forth in Exhibit "A". The Tenant agrees not to amend or modify the Lease without the prior written consent of the Lender.

5. No rents under the Lease have been prepaid, except the current month's rent. The Tenant agrees that it shall not prepay any rents under the Lease more than one month from the date when such rents are due. The Tenant does not now have or hold any claim or defense against the Landlord which might be set off or credited against future accruing rents or which might otherwise excuse the Tenant's performance under the Lease.

6. The Tenant has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or of the rents secured therein.

7. The Tenant does not have any options or rights of first refusal to purchase the Premises, or any part thereof, or to purchase or lease any other part of the Building, except (state none, if applicable): None.

8. No actions, whether voluntary or involuntary, are pending against the Tenant or any guarantor of the Lease under any bankruptcy, insolvency or similar laws of the United States or any state thereof.

9. The term of the Lease commenced on: August 1, 2006 and ends on October 31, 2019, subject to the following options to renew, if any, set forth in the Lease: Two, 10 Year Options.

10. The current monthly base rental payable by Tenant under the Lease is \$51,830.98, Percentage rent is not payable, as provided in the Lease. The current estimated monthly payments made by the Tenant under the Lease in respect of common area maintenance costs and real estate taxes are collectively \$0.75 per square foot per month.

11. The security deposit under the Lease is currently \$ None

12. So long as the Loan is outstanding, the Tenant shall pay any termination fees payable for the early termination of the Lease to the Landlord and the Lender jointly.

13. The Tenant has not assigned the Lease and has not subleased the Premises or any part thereof.

14. The Lender will rely on the representations and agreements made by the Tenant herein in connection with the Lender's agreement to make the Loan and the Tenant agrees that the Lender may so rely on such representations and agreements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of
August 7, 2018

TENANT, County of Mono, a political
subdivision of the State of California

Bob Gardner, Board of Supervisors Chair



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Public Works

TIME REQUIRED

SUBJECT Reclassification of Vacant
Administrative Services Specialist to
Fiscal and Administrative Services
Officer

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one fiscal and administrative services officer and delete one Administrative Services Specialist in the Department of Public Works.

RECOMMENDED ACTION:

Adopt proposed resolution R18-___, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one fiscal and administrative services officer and delete one Administrative Services Specialist in the Department of Public Works.

FISCAL IMPACT:

The changing of the allocation list has no direct fiscal impact, as the position is not funded at this time. Associated fiscal impact will be identified during the Phase II Budget process.

CONTACT NAME: Doug Wilson

PHONE/EMAIL: 760 932 5449 / dwilson@mono.ca.us

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
R 18-XX
Position Description

History**Time**

8/2/2018 11:49 AM

8/2/2018 1:50 PM

8/2/2018 11:58 AM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

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: August 7, 2018
To: Honorable Chair and Members of the Board of Supervisors
From: Doug Wilson, Interim Public Works Director
Subject: Reclassification of Vacant Administrative Services Specialist to Fiscal and Administrative Services Officer

Recommended Action:

Consider and potentially adopt Resolution No. 18- . "A Resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to add one (1) Fiscal and Administrative Services officer and delete one (1) Administrative Services Specialist in the Department of Public Works."

Fiscal Impact:

The existing position is allocated in Public Works – Road Department. There will be no direct impact from this action. The existing Administrative Services Specialist position is allocated but not funded. Changing the title of the allocated will not directly fund the position.

If the request is approved, funding the Fiscal and Administrative Services Officer will be requested in the Phase II budget for 10 months with an anticipated cost of \$113,160. The cost of the position is anticipated to be split between the various budget units of Public Works. The existing vacant Administrative Services Specialist at an A Step has an annual cost of \$116,825 (salary \$56,608 / benefits \$60,217). A Fiscal and Administrative Services Officer at an A Step has an annual cost of \$135,789 (salary \$68,971 / benefits \$66,818). The total difference is \$18,964, or a 16.2% increase. The difference in the two positions for 10 months is \$15,803.

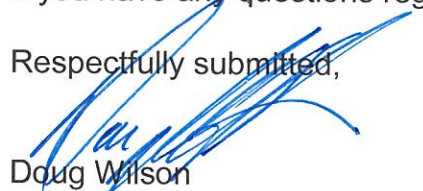
Discussion:

The administrative staff for the Public Works Department was substantially reduced during the economic downturn that effected the entire County, and the department has been functioning with minimal administrative staff. As a result, the division managers are devoting excessive time to administrative duties, particularly the clerical aspects of contract/grant administration. The current Administrative Services Specialist position has not been filled in more than a year. Changing the allocation to the Fiscal and Administrative Services Officer will provide for an incumbent who can perform the higher level administrative duties as well as allow for the creation of an Administrative Division of the department by serving as the Administrative Division Manager.

The vacant Administrative Services Specialist position was allocated and funded) in the 2017-18 budget in Public Works – Engineering. During the 2018-19 budget process the allocation and funding were initially eliminated along with other vacant positions. Because of the critical nature of the position, the position was restored to the allocation list when it was adopted. The funding for the position is anticipated to be recommended as part of the Phase II budget. The position will not be filled prior to your Board’s consideration of the Phase II budget. This decision will have no fiscal impact if the position is not funded in the Phase II budget.

If you have any questions regarding this item, please contact Doug Wilson at 932-5459.

Respectfully submitted,



Doug Wilson
Interim Public Works Director



RESOLUTION NO. R18-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY
OF MONO LIST OF ALLOCATED POSITIONS TO ADD ONE (1)
FISCAL AND ADMINISTRATIVE SERVICES OFFICER AND DELETE
ONE ADMINISTRATIVE SERVICES SPECIALIST
IN THE DEPARTMENT OF PUBLIC WORKS -**

WHEREAS, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

WHEREAS, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

WHEREAS, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of job classifications on the Allocation List; and

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accountability for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES as follows:

The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Increase the allocation of a full-time permanent Fiscal and Administrative Services Officer in the Department of Public Works by One (1) (new total of One (1)) (salary range of 77 \$68,971.00 - \$83,834.00).

Decrease the allocation of full-time permanent Administrative Services Specialist in the Department of Public Works by One (1) (new total of One (1)) (salary range of 69 \$56,608.00 - \$68,807.00).

PASSED AND ADOPTED this ___th day of _____ 2018, by the following

Vote:

AYES :
NOES :
ABSTAIN :

1 ABSENT :

2

3 ATTEST: _____
Clerk of the Board

Bob Gardner, Chair
Board of Supervisors

4

5 APPROVED AS TO FORM:

6

7

COUNTY COUNSEL

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

PUBLIC WORKS FISCAL AND ADMINISTRATIVE SERVICES OFFICER

DEFINITION

Under direction, to plan, organize, coordinate, and perform in the most highly specialized administrative support, fiscal support, and/or program operation functions of the Public Works Department; to assist the department management staff with preparing and monitoring the department and County budget; to perform complex administrative support, fiscal support and/or program operation functions requiring in-depth knowledge of the County services, policies, and programs of the department; to prepare administrative, program, and/or fiscal reports, specialized documents, and other items necessary to the department; supervise and/or manage the administrative staff; manage agreements; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a highly specialized and diverse administrative/ fiscal classification for planning, organizing, coordinating, and performing administrative support, fiscal support, budget preparation and/or program operation functions of the major department assigned. An incumbent in this class may be assigned supervisory responsibilities for the day-to-day direction and oversight of administrative support staff.

The incumbent works with department and other County staff to develop, monitor and revise the annual department budget per County policy, as well as develop budgets for programs and grants within the department.

The Public Works Department operates with six divisions, Administration, Engineering, Facilities, Motor Pool, Roads and Solid Waste. Through the divisions, the Department operates within 11 budget units. These budget units are funded through various sources, including, general funds, user fees, gas taxes, special assessments, and various state and federal grants. Each of the funding sources has its own specific requirements and limitations.

The incumbent must work closely with State/Federal staff to administer programs in a rapidly changing environment. The incumbent must stay current on state legislation that may affect revenues or administration of grants and programs. The incumbent may be required to develop new procedures as new sources of revenue are identified.

The incumbent supervises and trains staff and oversees daily operations, and must be able to step in when needed to assist the public, process records, answer phones, etc.

REPORTS TO

The Department Director or Assistant Director

CLASSIFICATIONS SUPERVISED

Office Assistants and/or Fiscal & Technical Specialist positions, as assigned.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES *(The following is used as a partial description and is not restrictive as to duties required.)*

Develop, monitor and revise budgets for Department, grants, and programs.
Prepare requests for payment from various grants and programs.
Monitor revenues and expenses for various programs and budgets.
Operate the CAMS cost accounting system.
Work with staff and the California State Controller's office to complete the Annual Road Report.
Review staff time studies, request adjustments to reflect grant/program allocations.
Prepare required reports and documentation as needed for County/State/Federal agencies.
Attend trainings, seminars, peer meetings to remain current on legislation and policies.
Supervise and train staff on daily operations.
Reconcile expenses and revenues to County records.
Prepare journal entries.
Prepare inter departmental transfers of revenues and expenses.
Review and approve vendor invoices and credit card charges for payment.
Assist or prepare contracts and purchase orders.
Process monthly payroll.
Prepare fee schedule updates as required.
Prepare annual fund accruals.
Work with County/State staff/ auditors as needed.
Answer phones, greet clients, process invoices and deposits when needed.
Assist with software upgrades at the county/state/grant level as needed.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; stool, kneel and crouch to pick up or move objects; normal manual dexterity and eye-hand coordination; physical ability to lift, push, carry, and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment, including telephone, calculator, copiers, FAX and personal computers.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; continuous contact with other staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

Finance with a firm understanding of accounting and budgeting procedures.
Basic accounting principles.
Principles of budget development and administration.
State/Federal grant/program administration.
Principles of supervision, training, and staff development.
Program development, monitoring, and evaluation.
Computers and software used in Department and County information systems.
Statistical and financial record keeping methods, procedures, and techniques.

Techniques for the development and analysis of a variety of specialized information as well as information and report presentation and development.

DESIRABLE QUALIFICATIONS (continued)

Ability to:

Plan, organize, schedule, coordinate, and perform most highly specialized administrative support, fiscal support, and/or program operation functions of the Public Works Department.

Provide supervision, training, and work evaluation for assigned staff.

Gather, organize, analyze, and present a variety of narrative and statistical data and information.

Develop and Administer Department, grant and program budgets.

Prepare administrative reports and correspondence.

Analyze situations accurately and determine effective courses of action.

Prioritize work load to meet established time lines and special requests.

Work within multiple time frames and deadlines.

Prepare, maintain, and submit complex fiscal and/or statistical records and reports.

Maintain confidentiality of materials and use discretion in sensitive situations.

Deal tactfully and courteously with the public, other County staff, and representatives of other government agencies, when explaining the functions, policies, and programs of the Public Works Department.

Establish and maintain cooperative working relationships at the county or state level.

Training and Experience:

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Five years of increasingly responsible experience in performing a variety administrative support work, including substantial experience in fiscal and/or monitoring and reporting.

Desirable Training and Experience:

A bachelor's degree in Business/Public Administration with an emphasis in finance.

Being a Certified Public Accountant

Special Requirements:

The contents of this class specification shall not be construed to constitute any expressed or implied warranty or guarantee, nor shall it constitute a contract of employment. The County of Mono assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this specification may be modified or revoked without notice. Terms and conditions of employment are determined through a meet and confer process and are subject to the Memorandum of Understanding currently in effect.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Elections

TIME REQUIRED

SUBJECT California Secretary of State Thank
You Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A letter from the California Secretary of State thanking Shannon Kendall, Mono County Registrar of Voters, for a successful June Primary Election and participating in the Election Observation Program.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

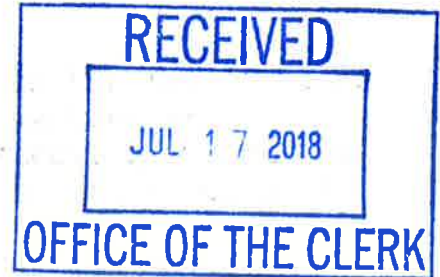
<p>Click to download</p> <p> Letter</p>

History

Time	Who	Approval
7/24/2018 11:13 AM	County Administrative Office	Yes
7/26/2018 2:26 PM	County Counsel	Yes
8/1/2018 2:43 PM	Finance	Yes



ALEX PADILLA
CALIFORNIA SECRETARY OF STATE



July 13, 2018

Ms. Shannon Kendall
Registrar of Voters
Mono County
P.O. Box 237
Bridgeport, CA 93517

Dear Ms. Kendall:

On behalf of every voter in California, I want to thank you for a successful June Primary Election and thank you for taking part in the Election Observation Program!

In the coming weeks, my staff will share with you the items our observers took note of when visiting your county. Later this year, all of the reports covering the counties where I sent observers for the June Primary and November General Elections will be published in a combined report that will be posted on the Secretary of State website at: <http://www.sos.ca.gov/elections>.

Once again, I greatly appreciate your commitment to improving our electoral system by making sure that Californians have the ability to exercise their right to vote!

Sincerely,

A handwritten signature in black ink that reads 'Alex Padilla'.

Alex Padilla
Secretary of State



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Agricultural Commissioner's Office
Department Update August 2018

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

August 2018 department update from the Counties of Inyo and Mono Agricultural Commissioner's Office.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
August 2018 Update

History

Time	Who	Approval
7/31/2018 10:58 AM	County Administrative Office	Yes
7/31/2018 10:45 AM	County Counsel	Yes
8/1/2018 2:46 PM	Finance	Yes



COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT
EASTERN SIERRA WEED MANAGEMENT AREA • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

DEPARTMENT REPORT

August 2018

Agriculture

The Mono County lease situation continues to fester. The City of Los Angeles Department of Water and Power (LADWP) has written several responses to stakeholders ranging from the county to environmental groups to state representatives, all of which include some amount of untrue information. It is unclear whether the letter writers are unaware of certain facts. One example is a [recent response](#) to Friends of the Inyo from LADWP Board of Commissioners President, Mel Levine, in which the statement that ranchers “continue to demand more” water is reiterated several times. Our local ranchers have never asked for more water as a part of the current lease negotiations, only that the city consider committing to continuing irrigation at historic levels. Additionally, the letter says that “ranchers have never stepped to the table with any adjustments in their farming practices”. This is also false, as a proposal to measure water allotments on a tiered basis linked to snowpack levels and expected runoff was presented to LADWP early this year.

It is important that we continue to respond these false claims with the facts of what has really transpired. Removing irrigation from these areas will have economic and environmental impacts to Mono County residents. Despite the many proactive steps that our ranching community has taken to protect native species such as the sage grouse, if water is removed from the land we will lose valuable wetlands and grasslands which will have a negative impact on these species. This will surely also reduce flood control capacity of lands, create an environment conducive to invasive plant establishment, and lead to an increased threat of wildfire.

The Inyo and Mono Counties’ Agricultural Commissioner assisted the California Department of Food and Agriculture (CDFA) and California Department of Pesticide Regulation (CDPR) last month by sitting on an interview panel for potential agricultural commissioners and sealers as well as deputy commissioner/sealers. This interview portion of the license testing process includes a commissioner and representatives from the two state agencies to ensure that passing applicants are up to the standards of all involved. Those that make it to the interview portion must first pass a written test that includes multiple choice questions and an essay. This testing process is the only one of its kind in California.

Our office currently has five employees in various stages of this licensing, with a sixth looking to start the process shortly. This is the highest number of licensed employees that the department has ever seen – we have in the past had as few as one licensed employee. The large number of employees currently in the state testing system is good news for the department, as it helps us build capacity and assures some level of succession in the future.

Weights and Measures

Our weights and measures inspector was busy in July with several consumer complains. One was regarding a local retail location of a national chain not ringing up items at sale pricing as indicated in their weekly flier. When these types of complaints come in, our staff conducts undercover purchases which follow strict state guidelines. If an issue is found, a notice of violations will be written requiring the business to fix the issue.

Another complaint that came in was with regard to fuel signage and associated pricing. Many fuel stations advertise separate cash and credit pricing. This is legal as long as conditions are met that remove the possibility of enticement. The California Department of Measurement Standards has answers to frequent consumer concerns [posted online](#), including information on cash/credit pricing, whether air is required to be supplied, if a business can charge a surcharge for credit cards and debit cards, and much more.

Mosquito Abatement

Testing for West Nile virus began at the end of July. Until then, our traps had not been able to produce enough mosquitoes to meet the threshold required by testing labs for submittal. Typically, we do not see positive West Nile results until later in the summer. Our first human cases of this virus were confirmed last year and we hope that we do not see much West Nile activity this year given the lower runoff conditions. Our current mosquito species of concern, *Aedes floodwater* species, result from water fluctuation and not general high water conditions. These very aggressive mosquitoes do not carry the virus, but can be a serious biting nuisance. There has been some recent concern based on recent studies that certain [native *Aedes*](#) species may be able to transmit Zika.



Staff has received word that there will be some significant flows coming out of Pleasant Valley Reservoir soon. Crews will be monitoring potential mosquito breeding sources in down flow areas in the coming weeks. We hope that the fires that impacted the area recently may have removed the threat of floodwater mosquito eggs in the burnt areas. These eggs can lay dormant in dried mud for years and then hatch once water returns.

Although no complaints have been received, we did see an increase in mosquito counts coming in from traps in the Mammoth Lakes area. Crews have been working diligently in the area to reduce population numbers.

Invasive Plant Management Program

Our invasive plant program recently submitted a project proposal to CDFA and USFS. We hope this proposal will be successful. If it is, we will be able to continue work on the few small infestations of Yellow starthistle that occur in Inyo and Mono. It is critical that we remove this weed before it has the chance to establish in our area. Our crews have kept this weed to only a few pioneer populations for decades while it has invaded most of California with severe consequences. This plant is not only spiny and aggressive, but is also fatally toxic to horses. The project proposal would also allow our crews to continue some work in the Antelope Valley area and on areas owned by the Eastern Sierra Land Trust, as well as begin a few new projects.



Welcome to our newest Invasive Plant Management Program seasonal staff member, Aaron Parker!

Inyo County Commercial Cannabis Permit Office

Of the 35 applications that we began reviewing last month, it appears that 28 have the potential to move to round two scoring if the applicants provide requested missing information. Several applications were not able to move forward to round two due to inappropriate zoning or other concerns. We appreciate the help scoring applications we have received so far from other departments and the cannabis task force.

The Inyo County Commercial Cannabis Permit Office still does not have authorization to receive live scan results. Department of Justice staff has contacted our office several times recently to confirm information, so this will hopefully happen soon. The state just received similar authorization late in July, so they may begin issuing annual licenses for the almost 800 applications they have received soon. Just over 3,500 temporary licenses have been issued by the state to date.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Human Resources

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Dave Butters

SUBJECT Employment Agreement for
Community Development Director

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Wendy Sugimura as Community Development Director, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R18-____, Approving a contract with Wendy Sugimura as Community Development Director, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for this position for the remainder of FY 2018-2019 (August 6, 2018 through June 30, 2019) is approximately \$184,672 of which \$109,000 is salary, and \$75,672 is the cost of the benefits and was included in the approved budget.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 760 932 5413 / dbutters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report_Community Development Director
Resolution_Employment Agreement_Comm Dev Dir
Employment Contract_Community Development Director

History

Time	Who	Approval
7/23/2018 10:30 AM	County Administrative Office	Yes
7/26/2018 2:17 PM	County Counsel	Yes
7/23/2018 4:38 PM	Finance	Yes



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: August 7, 2018

Subject: Employment Agreement for Wendy Sugimura as Community Development Director

Recommendation:

Approve the Employment Agreement for Wendy Sugimura as Community Development Director for a term of 3 years. Announce fiscal impact.

Background:

Wendy began her career with Mono County as an intern for Community Development in 2009. In May of 2010 she was promoted into the Analyst I position and in July 2012 Wendy was promoted to the Analyst II position. Wendy continued her career progression in September 2016 when she advanced to the Analyst III position. Wendy's experience and outstanding performance have paved the way for her being selected for the role of Community Development Director.

Fiscal Impact:

The cost for this position for the remainder of FY 2018-2019 (August 6, 2018 through June 30, 2019) is approximately \$184,672 of which \$109,000 is salary, and \$75,672 is the cost of the benefits and was included in the approved budget.



R18-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE EMPLOYMENT AGREEMENT OF
WENDY SUGIMURA**

WHEREAS, The Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the Employment Agreement of Wendy Sugimura, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Ms. Sugimura. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2018, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

AGREEMENT EMPLOYMENT OF WENDY SUGIMURA

This Agreement is entered into this 7th day of August 2018, by and between Wendy Sugimura and the County of Mono.

I. RECITALS

The County wishes to employ Ms. Sugimura as the Community Development Director on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Sugimura wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall August 7, 2018, until August 6, 2021, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Sugimura in writing no later than February 6, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Sugimura shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Sugimura that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Sugimura as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Commencing August 7, 2018, Ms. Sugimura shall be employed by Mono County as Community Development Director, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Sugimura accepts such employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Sugimura's employment.
3. Effective August 7, 2018, Ms. Sugimura's salary shall be \$10,000 per month. The Board may unilaterally increase Ms. Sugimura's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Ms. Sugimura's salary. During such negotiations, the County shall consider and discuss the issue of

increased compensation with Ms. Sugimura in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Sugimura shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Sugimura understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Sugimura's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Sugimura shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.7% at 55), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Sugimura understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Sugimura cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning

or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Sugimura's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the "at will" nature of Ms. Sugimura's employment, the County Administrative Officer may terminate Wendy Sugimura's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Sugimura understands and acknowledges that as an "at will" employee, she will not have permanent status, nor will her employment be governed by the County Personnel System, except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Sugimura's employment.
9. On or before the effective date of any such termination without cause, Ms. Sugimura shall receive as severance pay a lump sum equal to six months salary or to the extent that fewer than six full calendar months remain (as of its effective date) before this Agreement would have expired, Ms. Sugimura shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Sugimura shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Sugimura that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
10. Notwithstanding the foregoing, Ms. Sugimura shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time she gives her notice of termination. For

purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel Rules or any successor provision, as the same may be amended from time to time. Ms. Sugimura shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.

11. Ms. Sugimura may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Sugimura shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Wendy Sugimura. Consistent with Ms. Sugimura's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Sugimura may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Sugimura date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Sugimura's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Sugimura's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 Ms. Sugimura shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Sugimura is convicted of a crime involving abuse of office or position.
14. Ms. Sugimura acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Sugimura further acknowledges that she has participated in the

negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of August 7, 2018.

EMPLOYEE

THE COUNTY OF MONO

By: Wendy Sugimura

By: Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Behavioral Health

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Resolution for Sale of 71 Davison,
Mammoth Lakes, CA

AGENDA DESCRIPTION:

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

Proposed resolution declaring the County's intention to sell property located at 71 Davison Street in Mammoth Lakes, California.

RECOMMENDED ACTION:

Adopt proposed resolution R18-____, Declaring its intention to sell certain county-owned surplus real property (APN 031-070-011) and specifying the terms and conditions of the sale.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund nor to the Behavioral Health Department at this time. There is the potential for revenue to each should the property sell. The minimum bid amount is \$300,000. Records indicate the property was acquired in 1997 for \$220,000 with Behavioral Health providing \$191,400 (87%) of the funding and the County's General Fund providing \$28,600 (13%).

CONTACT NAME: Robin Roberts or Amanda Greenberg

PHONE/EMAIL: 760-924-1740 / rroberts@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution

History

Time

Who

Approval

7/30/2018 9:36 AM

County Administrative Office

Yes

7/27/2018 2:56 PM

County Counsel

Yes

8/1/2018 5:15 PM

Finance

Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Amanda Greenberg, Mono County Behavioral Health, Mental Health Services Act Coordinator

DATE: August 7, 2018

SUBJECT:

Approve Resolution of Intention to Sell County-Owned Real Property at 71 Davison Road in Mammoth Lakes.

DISCUSSION:

The Davison House, which is located at 71 Davison Road in the Town of Mammoth Lakes, was purchased by Mono County Behavioral Health (MCBH) and the Mono County General Fund in 1997. The property functioned as a sober living and transitional housing facility until 2011 when the property was put up for sale; however, the property did not sell, and it has been vacant since that time.

In 2016, MCBH re-started its efforts re-open the Davison House as a permanent supportive housing facility for clients. After much work by County employees, as well external architects and engineers, it was determined that the cost to renovate the Davison House was too great, and that the property should be sold. This plan and the process required for the sale was most recently discussed before the Mono County Board of Supervisors in a housing workshop on March 20, 2018.

FISCAL IMPACT:

Mono County purchased the Davison House with funds from MCBH (87 percent) and the County General Fund (13 percent). Therefore, 13 percent of the proceeds of the sale of the property may be returned to the County General Fund, where the Mono County Board of Supervisors may determine its future use. MCBH intends to use its proceeds of the sale for other housing projects.

SUBMITTED BY:

Amanda Greenberg, Mono County Behavioral Health Mental Health Services Act Coordinator, Contact:
760.924.1754



R18-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS DECLARING
ITS INTENTION TO SELL CERTAIN COUNTY-OWNED
SURPLUS REAL PROPERTY (APN 031-070-011)
AND SPECIFYING THE TERMS AND CONDITIONS OF THE SALE**

WHEREAS, the County of Mono owns certain real property located at 71 Davison Street in the Town of Mammoth Lakes, more particularly described as Assessor's Parcel Number 031-070-011 and by the Exhibit attached hereto (the "Davison Property"), which is not needed for County purposes now or in the future and which the Board of Supervisors wishes to sell; and

WHEREAS, the Davison Property is not in an area of statewide, regional or areawide concern identified in the California Environmental Quality Act (CEQA) Guidelines § 15206(b)(4) and therefore the sale is exempt from CEQA review under CEQA Guidelines § 15312 (Class 12) and there is no exception applicable to the exemption; and

WHEREAS, the Board wishes to invite and consider bids pursuant to the process for sale of surplus property described in Government Code section 25520 et seq.;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

SECTION ONE: The statements set forth above are hereby adopted as findings of the Board of Supervisors.

SECTION TWO: Pursuant to Government Code section 25526, by a two-thirds vote of all its members, the Board hereby declares its intention to sell certain real property owned by the County which is located at 71 Davison Street in the Town of Mammoth Lakes and described by Assessor's Parcel Number 031-070-011 and by the Exhibit attached hereto (the "Davison Property").

SECTION THREE: The information contained in this Resolution shall be posted and published in the manner required by law, and shall constitute the notice of the offer of the Davison Property for sale, on the following terms and conditions:

1. Bids are to be made in writing and must be received on or before 9:00 a.m. on Tuesday September 4, 2018. Bids must be in a sealed enveloped marked "Davison Property Bid," which shall be mailed or delivered in another envelope addressed to the Clerk of the Board of Supervisors, Courthouse Annex I, P.O. Box 715, Bridgeport, CA 93517.
2. Bids must be signed by the person or entity on whose behalf it is submitted.

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
3. At the date and time specified above, and during the Board of Supervisors' regular meeting on September 4, 2018, the Clerk of the Board will open the bids. Thereafter, the Chair of the Board will call for oral bids. An oral bid will be accepted only:
 - a. If it is at least 5% higher than the highest sealed bid; and
 - b. If it is reduced to writing and signed by the person or entity on whose behalf the bid is made or the duly authorized agent (who shall possess sufficient written proof of agency); and
 - c. In the case of a bid following the first oral bid, if it is at least \$1,000 higher than the last oral bid.
 4. All sealed bids shall be accompanied by a money order or cashier's check in the amount of one thousand dollars (\$1,000.00) as a guarantee that the bidder will, if the bid is accepted, purchase the Davison Property. If the successful bidder fails to purchase the Davison Property in accordance with the bid, the \$1,000.00 shall be retained by the County as damages. Money tendered by an unsuccessful bidder shall be returned within thirty (30) calendar days after the successful bid is accepted. If an oral bid is the highest bid, then a money order or cashier's check in the amount of \$1,000.00 must accompany such bid when it is reduced to writing and signed by the bidder.
 5. The County reserves the right to reject any and all bids and/or to waive irregularities in any bid received.
 6. The minimum bid is three hundred thousand dollars (\$300,000.00). No written or oral bid below that amount will be considered.
 7. The County will not pay a broker's or agent's commission. All amounts specified herein shall be exclusive of any commission the bidder may elect to pay to a broker.
 8. Payment of any amount due shall be in cash, lawful money of the United States, at the close of escrow. The bid security of \$1,000 set forth above shall be applied to the purchase price.
 9. The Title Company shall be selected by the County. The escrow shall close, title shall pass, and possessions shall be delivered within thirty (30) calendar days after the date of acceptance by the Board of Supervisors of the successful bid. Closing costs shall be borne equally by the County and the buyer.
 10. The County will convey all right, title and interest which it owns in the Davison Property and title conveyed shall be subject to all liens and encumbrances, easements, rights of way, taxes and assessments, if any, and deed and tract covenants, conditions and restrictions, whether recorded or not.

30 **PASSED, APPROVED and ADOPTED** this 7th day of August, 2018, by the following
31 vote, to wit:

32 **AYES:**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

NOES:
ABSENT:
ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

1 EXHIBIT TO RESOLUTION DECLARING INTENTION TO SELL CERTAIN
2 COUNTY-OWNED REAL PROPERTY (APN 031-070-011)

3 **Davison Property Legal Description**

4
5 LOT 11 OF ADDITION NO. 3, TIMBER RIDGE ESTATES SUBDIVISION, IN THE
6 COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2,
PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

7 TOGETHER WITH THAT PORTION OF AN ALLEY, ADJACENT IN THE SOUTH,
8 ABANDONED BY MONO COUNTY RESOLUTION 20-71, DATED APRIL 20, 1971, A
9 CERTIFIED COPY OF WHICH IS RECORDED JUNE 2, 1971 IN BOOK 123 PAGE 423,
10 AND SEPTEMBER 30, 1973 IN BOOK 128 PAGE 150, THAT WOULD PASS BY A
11 CONVEYANCE OF SAID LOT 11.
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Various

TIME REQUIRED 2 hours (30 minute presentation, 1.5 hour discussion) **PERSONS APPEARING BEFORE THE BOARD** Staff

SUBJECT Los Angeles Department of Water and Power Removal of Water from Little Round and Long Valleys

AGENDA DESCRIPTION:

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

Item 1: Staff presentation on the County's attempts to work collaboratively with the Los Angeles Department of Water and Power (LADWP) to address negative impacts to environmental, aesthetic, recreational, agricultural, economic and other resources in Mono County resulting from LADWP's reduction in water to approximately 6,400 acres of wetland and meadow habitat in Long Valley and Little Round Valley this summer. Proposed letters to LADWP Board of Commissioners President Mel Levine and Los Angeles Mayor Eric Garcetti regarding same.

Item 2: Staff presentation and public comment on current conditions in the Long Valley and Little Round Valley areas, discussion of next steps and direction to staff.

RECOMMENDED ACTION:

Item 1:

1A. Approve proposed letter to LADWP Commission President Mel Levine correcting inaccurate information contained in various communications regarding this issue; provide any desired direction to staff.

1B. Approve proposed letter to Los Angeles Mayor Eric Garcetti thanking him for his attempts to encourage a negotiated solution with LADWP but informing him that the negotiations between the County and LADWP have ended without Mono County's concerns having been addressed; provide any desired direction to staff.

Item 2:

2A. Continue outreach to elected officials, agencies and others to further a political/collaborative solution;

2B. Continue participation with interested parties including environmental organizations, recreational groups, wildlife agencies, state and federal representatives, ranchers and others to coordinate efforts in response to LADWP's actions;

2C. Pursue state and/or federal legislation restraining LADWP's actions in Mono County to protect the natural environment and related Eastern Sierra values;

2D. Pursue the development of a long-term water management plan for Long Valley and Little Round Valley which is based on sound science and protects environmental and other Eastern Sierra values; and/or

2E. File litigation against LADWP to restrain LADWP's actions this year and prevent further harm.

FISCAL IMPACT:

Depends on direction given.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760 924-1704 / ssimon@mono.ca.gov

SEND COPIES TO:

See addresses and cc list on letters.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Proposed Letter to Levine
<input type="checkbox"/> Proposed Letter to Garcetti
<input type="checkbox"/> ROLG Letter to Garcetti
<input type="checkbox"/> Audubon Letter to Garcetti
<input type="checkbox"/> FOI Letter to Garcetti
<input type="checkbox"/> Letter to Bigelow and Berryhill
<input type="checkbox"/> Letter to Cook
<input type="checkbox"/> Letter to FOI
<input type="checkbox"/> Letter to ROLG
<input type="checkbox"/> Letter to Laird
<input type="checkbox"/> Letter to Audubon
<input type="checkbox"/> Congressional Members Letter
<input type="checkbox"/> Taton Letter
<input type="checkbox"/> Change.org
<input type="checkbox"/> instagram2
<input type="checkbox"/> instagram3
<input type="checkbox"/> instagram4

History

Time	Who	Approval
7/30/2018 9:38 AM	County Administrative Office	Yes
8/2/2018 5:26 PM	County Counsel	Yes
8/1/2018 3:32 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon and Jason Canger

Date: August 7, 2018

Re: Removal of water from Long Valley and Little Round Valley by Los Angeles Department of Water and Power

Item No. 1: Staff presentation on the County's attempts to work collaboratively with the Los Angeles Department of Water and Power (LADWP) to address negative impacts to environmental, aesthetic, recreational, agricultural, economic and other resources in Mono County resulting from LADWP's reduction in water to approximately 6,400 acres of wetland and meadow habitat in Long Valley and Little Round Valley this summer.

Recommended Action

- 1A. Approve proposed letter to LADWP Board of Commissioners' President Mel Levine correcting inaccurate information contained in various communications regarding this issue; provide any desired direction to staff.
- 1B. Approve proposed letter to Los Angeles Mayor Eric Garcetti thanking him for his attempts to encourage a negotiated solution with LADWP but informing him that the negotiations between the County and LADWP have ended without the Mono County's concerns having been addressed; provide any desired direction to staff.

Item No. 2: Staff presentation and public comment on current conditions in the Long Valley and Little Round Valley areas. Provide any desired direction to staff regarding next steps to address this situation including, but not limited to:

Recommended Action

- 2A. Continue outreach to elected officials, agencies and others to further a political/collaborative solution;
- 2B. Continue participation with interested parties including environmental organizations, recreational groups, wildlife agencies, state

and federal representatives, ranchers and others to coordinate efforts in response to LADWP's actions;

2C. Pursue state and/or federal legislation restraining LADWP's actions in Mono County to protect the natural environment and related Eastern Sierra values;

2D. Pursue the development of a long-term water management plan for Long Valley and Little Round Valley which is based on sound science and protects environmental and other Eastern Sierra values; and/or

2E. File litigation against LADWP to restrain LADWP's actions and prevent further harm.

Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Background and Discussion

Beginning in May, LADWP increased water export from southern Mono County, resulting in the drying of approximately 6,400 acres of pasture, wetland and wet meadow habitat in Long Valley and Little Round Valley (near Hot Creek and around Crowley Lake). LADWP has also indicated its long-term plans to further (and permanently) reduce the amount of water supplied to these lands, following environmental review under CEQA.

In April of this year, this Board sent a letter to Los Angeles Mayor Eric Garcetti asking for his assistance in dissuading LADWP from taking these actions. The Mayor responded by recognizing the value of Los Angeles' relationship with Mono County and expressing his commitment to preserving natural habitat and associated values in Mono County. Mayor Garcetti also represented that LADWP would provide an amount of water consistent with anticipated runoff for this summer and directed Mono County to work with Mel Levine, the LADWP Board of Commissioners President, to address the County's concerns.

Since that time, County representatives have met and spoken with Mel Levine and LADWP managers on several occasions in an attempt to reach a reasonable solution for this year, and to propose a plan going forward that is based on water availability and sound science and avoids and minimizes harm to fragile ecosystems and other important Eastern Sierra resources and values.¹ As a part of those efforts, the County suggested a reduced water allocation for this

¹California Resources Agency Secretary John Laird, conservation groups Friends of the Inyo, California Audubon and the local Audubon chapter, the Sierra Club Range of Light Group and state and federal legislators Tom Berryhill, Frank Bigelow and Paul Cook have all written to LADWP to express similar concerns.

summer, based on anticipated runoff (approximately 80% of normal) and a process for analyzing and studying impacts to inform a management plan for the future. Throughout the discussions, the County has communicated to LADWP its understanding that future management would take into account a drying climate and Los Angeles' needs for water but, equally importantly, that the needs of the Eastern Sierra region for sufficient water to support species, habitat, aesthetic, recreational, agricultural, economic and other values must also be considered.

Those discussions have had little result. This year, LADWP will provide approximately 5,000 AF of water to the affected region compared to historic amounts of between 25,000-30,000 AF – with announced plans as of this writing to shut off all water supplies effective August 4. LADWP represents publicly that its actions are beneficial to the environment because additional water will flow in natural creeks before being exported to Los Angeles.² In addition, LADWP expresses a commitment to analyze the impacts of its actions in the future. What LADWP fails to mention is that it has already increased export from and reduced water supply to Long Valley and Little Round Valley by approximately 80% and implemented new land management practices for these areas *with no environmental review*.

As a result of these new LADWP water management policies and practices, lands in Long Valley and Little Round Valley are now dry and brown; important habitat (including for the Bi-State Sage Grouse) is threatened or has already been lost; significant impacts to the County's recreational and agricultural economy are expected; and the risk of catastrophic wildfire is increased as dry grasses and non-native species (e.g., cheatgrass) take over formerly irrigated areas.

If you have any questions on this matter prior to your meeting, please call Stacey Simon at 760-924-1704 or Jason Canger at 760-924-1712.

² There may indeed be environmental benefits from this. However, as with all impacts/benefits of the proposal, it should be analyzed as part of a comprehensive environmental review before it is implemented.



Jennifer Halferty ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

August 7, 2018

Via U.S. Mail and Email

Mel Levine, President
Board of Water and Power Commissioners
Los Angeles Department of Water and Power
111 North Hope Street, Room 1555-H
Los Angeles, CA 90012

RE: Erroneous Information and Misleading Statements Regarding LADWP's Reduction in Water Supplies to Mono County Lands

Dear Mr. Levine:

The purpose of this letter is to correct erroneous information and respond to misleading statements contained in letters sent by the Los Angeles Department of Water and Power (LADWP) to United States Congressman Paul Cook, California State Senator Tom Berryhill, California State Assemblymember Frank Bigelow, California Resources Agency Secretary John Laird, Sierra Club Range of Light Group, Eastern Sierra Audubon Society, and Friends of the Inyo (collectively, the "Letters") in the past month regarding LADWP's decision to transfer water from 6,400 acres of land in Mono County to the City of Los Angeles. The County makes this correction and response with every effort to accurately and objectively represent the truth and its understanding of LADWP's actions and statements regarding the reduction in water supplies to lands in southern Mono County.

1. LADWP Has Eliminated Most of the Water Provided to These Lands Without Any Review of Environmental Impacts

The Letters state that "LADWP places a high importance on environmental stewardship in all regions where it operates and maintains lands, and Mono County is no exception." The Letters continue to explain that LADWP will "carefully evaluate any potential environmental impacts," "complete a full Environmental Impact Report," and "fully evaluate any impacts to the Sage Grouse habitat and ensure that those impacts are fully mitigated." The truth is that LADWP has committed only to reviewing and evaluating the environmental impacts of its proposed future agricultural leases under which it intends to supply no irrigation water. But this year LADWP will reduce the amount of water it supplies from a total annual average of 25,000 AF to approximately 4,500 AF for irrigation and 500 AF for sage grouse and habitat. At this time, LADWP has not committed to reviewing or evaluating the environmental impacts of this 80 percent reduction yet Long and Little Round Valleys are brown and dry. Furthermore, LADWP would have proceeded to dewater these valleys – without even the minimal amounts now being provided – under the new leases without consideration of environmental impacts were it not for the County bringing to its attention the fact that it must comply with CEQA before the new leases are adopted. Only

after it learned that its proposed action would violate the law did LADWP retract the new leases and pursue its plans to reduce irrigation water under the old leases.

2. LADWP's Current Water Management Activities Have Not Been Accepted or Approved by Any Wildlife or Resources Agency

The Letters suggest that state and federal wildlife and resources agencies have approved LADWP's changed water management policies. There is no agency approval or science that supports the conclusion that the reduced amount of water that LADWP is currently supplying to sage grouse habitat (500 AF) is sufficient to prevent harm to the species. The United States Fish and Wildlife Service, the United States Bureau of Land Management, the United States Geologic Survey, and the California Department of Fish and Wildlife are currently monitoring LADWP's changed water management policies to identify and evaluate impacts to sage grouse and habitat – something that LADWP should have done prior to changing the amount of water it supplies to these lands. It is misleading to suggest that the agencies acquiesced in LADWP's water management changes based merely on the fact that LADWP has informed them of its current actions and that they (with the exception of the California Resources Agency, which includes the California Department of Fish and Wildlife) have not yet formulated a response. In fact, the agencies lack the data necessary to assess impacts to, among other things, sage grouse and its habitat. Furthermore, only now are the agencies beginning to respond to the suddenness of LADWP changes and engage in the process of evaluating its new water management policies.

3. LADWP's Change in Water Management Policies and Practices Does Not "Protect the Environment"

The Letters state that "diverting less water for artificial irrigation...could help restore natural flow patterns in creeks and streams" and "divert[ing] more water away from streams and riparian habitats to send to meadows for grazing...is inconsistent with the California Department of Fish and Wildlife's approach to environmental protection and preservation." These statements lack support and are contrary to the position of those with greater expertise on such matters. On May 17, John Laird, Secretary of the California Resources Agency, which oversees the California Department of Fish and Wildlife, wrote to Los Angeles Mayor Eric Garcetti to express his concern with LADWP's current and proposed future water management policies in Long and Little Round Valleys, including the "significant consequences to wildlife by destroying wetlands and riparian areas, and eliminating habitat for sensitive species such as the bi-state sage grouse." Clearly, there is a disconnect between the leader of the state agency responsible for wildlife protection and LADWP. Yet, notwithstanding Secretary Laird's statement to the contrary, the Letters reiterate these precatory statements without offering any support for their veracity. In the absence of any study or science that supports the claims, it is disingenuous that the Letters suggest water reductions will result in beneficial impacts to the environment, especially the sage grouse and its habitat.

4. The Water LADWP Supplies to Ranchers is Not Free

The Letters characterize water supplied to ranchers as "free water." The water is not free but instead supplied pursuant to the terms of agricultural leases for which the ranchers pay regular rents and remain in good standing. It is correct that the leases do not guarantee any amount of water and that amounts have varied based on hydrologic conditions and LADWP's operational needs. Over the past several decades, however, LADWP always conferred with the ranchers prior to the irrigation season and determined collaboratively what amounts to supply. With the exception of the 2015 and 2016 drought years, enough water has always been provided to ensure the viability of operations and the maintenance of habitat. LADWP's current and proposed future water management is a reversal of historic practices which have resulted in the creation of vast areas of wetland and meadow habitat critical to species in Mono County and which replaced natural habitat lost by LADWP operations throughout Mono and Inyo Counties. In addition, the Letters overlook the significant stewardship that the ranchers provide to

LADWP. First, the ranchers spread irrigation water in a manner that maintains the environments of the Long and Little Round Valleys and therefore protects LADWP water operations from suits alleging impacts to the environment. Moreover, in wet and very wet years, LADWP requires ranchers to accept and spread water that they do not request or need so that surplus amounts of water do not harm LADWP's water infrastructure. The Letters neither recognize these benefits to LADWP nor identify the cost savings of maintaining the environment and protecting LADWP's infrastructure in the absence of the ranchers' stewardship. Quite simply, before the ranchers were paying LADWP to manage its lands, reduce the risk of environmental litigation and protect its infrastructure and facilities; now the cost of doing so will be borne by LADWP customers.

5. The Ranchers are Not Demanding More Water and LADWP Rejected Offers to Compromise That Included Reductions to the Ranchers' Water Use

The Letters state that the ranchers "continue to demand more" water and suggest that the ranchers are demanding more water than their agricultural leases offer. Neither assertion is true. Recently, the County met with LADWP to discuss its plan to reduce irrigation water. The County in conjunction with the ranchers went to great lengths to determine a reasonable reduction in the amount of water that LADWP historically supplied to these lands. Ultimately, the County and ranchers proposed that the amount supplied be based on snowpack and anticipated runoff. For purposes of this year, the County and ranchers proposed a reduced amount between 3.9 and 3.0 AF/acre (depending on the particular ranch property involved) rather than LADWP's historic practice (in all years other than 2015 and 2016) of an amount based on the request of the ranchers up to a maximum of 5.0 AF/acre. However, LADWP dismissed this attempt to compromise as not meaningful and made no counter offer. The fact is that neither the County nor the ranchers have "demanded more water" than has historically been supplied to these lands. Furthermore, despite Mayor Garcetti's May 1 request that the County and LADWP "engage in a collaborative process to achieve environmental sustainability in LADWP's ranching leases in Mono County," only the County engaged in the negotiations with a good faith intent to collaborate and compromise.

We understand and appreciate the context within which LADWP made the above statements and representations. Going forward, however, we respectfully request that LADWP refrain from misrepresenting the County and ranchers' positions and the facts regarding the environmental impacts of LADWP's changed water management policies. Per LADWP's commitment to environmental stewardship, the Eastern Sierra deserves as much. If you have any questions regarding this matter, please contact Mono County Administrative Officer Leslie Chapman at (760) 932-5414 or lchapman@mono.ca.gov.

Sincerely,

Bob Gardner, Chair
Mono County Board of Supervisors

cc: Honorable Eric Garcetti, Office of Mayor Garcetti
Barbara Romero, Deputy Mayor, City of Los Angeles
Liz Crosson, Director of Infrastructure, Office of Mayor Garcetti
Aura Vasquez, Commissioner, LADWP Board of Commissioners
Martin L. Adams, Chief Operating Officer, LADWP
Richard F. Harasick, Senior Assistant General Manager, LADWP

Nancy Sutley, Chief Sustainability Officer, LADWP
Joseph A. Brajevich, General Counsel, LADWP
Julie C. Riley, Supervising Attorney, LADWP
U.S. Senator Dianne Feinstein
U.S. Congressman Paul Cook
U.S. Congressman Jim Costa
U.S. Congressman Tony Cardenas
U.S. Congresswoman Nanette Diaz Barragan
U.S. Congresswoman Judy Chu
U.S. Congressman Jimmy Gomez
U.S. Congresswoman Maxine Waters
California State Senator Tom Berryhill
California State Senator Bob Hertzberg
California State Senator Jeff Stone
California State Senator Ben Allen
California State Senator Henry Stern
California State Assembly Speak Anthony Rendon
California State Assemblymember Frank Bigelow
California State Assemblymember Eduardo Garcia
California State Assemblymember James Gallagher
California State Assemblymember Wendy Carillo
California State Assemblymember Laura Friedman
Secretary John Laird, California Natural Resources Agency
Director Charlton Bonham, California Department of Fish and Wildlife
Secretary Karen Ross, California Department of Food and Agriculture
Chair Felicia Marcus, California State Water Resources Control Board
Executive Officer Patty Z. Kouyoumdjian, Lahontan Regional Water Quality Control Board
Carolyn Swed, Steve Abele, Justin Barrett, U.S. Fish and Wildlife Service
Steve Nelson, U.S. Bureau of Land Management
Holly Alpert, Inyo-Mono Regional Water Management Group
Geoff McQuilkin and Lisa Cutting, Mono Lake Committee
Fran Hunt and Laurens Silver, Sierra Club
Lynn Bolton, Sierra Club Range of Light Group
Wendy Schneider and Jora Fogg, Friends of the Inyo
Kay Ogden, Eastern Sierra Land Trust
Lisa Belenky, Center for Biological Diversity
April Sall and Brad Sturdivant, Bodie Hills Conservation Partnership
Mike Lynes, Audubon California
Peter Pumphrey, Eastern Sierra Audubon Society
Sally Miller
Ceal Klingler
Mono County Board of Supervisors
Inyo County Board of Supervisors
The Los Angeles Times
The Sheet
The Mammoth Times
The Inyo Register
Sierra Wave



Jennifer Halferty ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

August 7, 2018

Via U.S. Mail and Email

Mayor Eric Garcetti
City of Los Angeles
200 North Spring Street
Los Angeles, CA 90012

RE: Los Angeles Department of Water and Power's Decision to Dewater Mono County Environment and Ranchlands

Honorable Mayor Garcetti:

Over the past two months, per your request and direction, we have met with Los Angeles Department of Water and Power (LADWP) Board of Commissioners' President Mel Levine and LADWP management to discuss LADWP's recent decision to increase water exports from Mono County and therefore severely curtail water available to the Mono County environment and ranchlands. As predicted in our April 19 letter, LADWP's current diversion and export of water from 6,400 acres of wetland and meadow areas in Long Valley and Little Round Valley is now having negative impacts on sensitive species, including the Bi-State Sage Grouse and habitat crucial to its survival. It is also significantly impacting the recreational and agricultural economy of this prized region of the Eastern Sierra Nevada Mountains. Unfortunately, after several good faith attempts to negotiate a compromise protective of both environmental and scenic values and agricultural operations, our discussions have concluded with LADWP refusing to supply more water. Accordingly, this year LADWP will provide a total amount of only 5,000 acre-feet (AF) of water to lands that were historically supplied 26,000 AF on average (according to LADWP staff). This reduction is severely impacting the environment and is unacceptable to the County. The amount of water supplied to these lands must be based on sound science, the needs of habitat and species, and should correspond proportionally to the snowpack and anticipated runoff of a given year or cycle.

Throughout our discussions, LADWP reiterated its commitment to protecting the environment and habitat in Mono and Inyo Counties. While we appreciate LADWP's stated commitment, and in particular its recognition of the importance of adequate water to ensure the health of the Bi-State Sage Grouse population, we remain deeply concerned that LADWP's Eastern Sierra water management plans – this year in particular – are not based on sound science. Despite repeated requests throughout our discussions, LADWP has not provided scientific evidence to substantiate its assertion that its decision this year to dramatically increase water exports and therefore significantly reduce water left in Mono County will not adversely impact the environment. The limited data provided appears to have been prepared on an ad hoc basis only after LADWP's decided to divert and export all (or as is the case this year, close to all) of the water from these Mono County lands. Without conducting a proper environmental impact

analysis prior to its decision, there is no way to conclude that LADWP's actions are not an immediate threat to the environment. Our own observations of Long Valley and Little Round Valley drying and browning since LADWP began reducing water confirm our greatest fear that irreversible damage has already occurred.

In your May 1 letter, you explained that "water supply in the southwest has become increasingly unpredictable" and "[c]hanging environmental circumstances...requires use to reevaluate our current water uses," including those in southern Mono County. We agree that climate change and its impacts on water availability require all Californians to revisit historic water management policies and practices; further, we do not question LADWP's responsibility to supply water to Los Angeles residents and businesses. It is in recognition of these facts that ranchers (with the County's support) accepted a reduced amount of water during the most recent drought. However, we refuse to accept that climate change and ratepayer obligations justify the impacts to our natural environment and regional economy that will result from LADWP's proposal. If there is less water available because of climate change, then everyone, including the environment, must share that burden. But the equitable response is a proportional reduction in both the amount of water exported and kept in southern Mono County based on availability, i.e., annual snowpack and anticipated runoff. Under any water availability scenario, the ratio of water exports to water that remains in southern Mono County should stay the same. In our discussions with LADWP, we tailored our request for more water to reflect such a proportionate approach. LADWP's plans to simply export more water from Mono County changes this ratio and, therefore, cannot be attributed to climate change. Quite simply, LADWP's arbitrary plan is nothing more than a thinly veiled water grab.

We appreciate your engagement and desire to work collaboratively to address water challenges in southern Mono County. The region not only serves local residents but provides hundreds of thousands of Angelenos the opportunity to escape the City and recreate and enjoy the unique natural environment of California's Eastern Sierra. So although we are disappointed that our attempts to negotiate with LADWP were unsuccessful, we know that you will appreciate that we cannot sit by and allow the City to dewater our home. Given LADWP's refusal to alter its decision to provide only a small amount of water now and perform the requisite environmental analysis later, the County must consider pursuing all other options to protect its environment and regional values. If you have any questions regarding this matter, please contact Mono County Administrative Officer Leslie Chapman at (760) 932-5414 or lchapman@mono.ca.gov.

Sincerely,

Bob Gardner, Chair
Mono County Board of Supervisors

Cc: Liz Crosson, Director of Infrastructure, Office of Mayor Garcetti
Aura Vasquez, Commissioner, LADWP Board of Commissioners
Martin L. Adams, Chief Operating Officer, LADWP
Richard F. Harasick, Senior Assistant General Manager, LADWP
Nancy Sutley, Chief Sustainability Officer, LADWP
Joseph A. Brajevich, General Counsel, LADWP
Julie C. Riley, Supervising Attorney, LADWP
U.S. Senator Dianne Feinstein
U.S. Congressman Paul Cook
U.S. Congressman Jim Costa

U.S. Congressman Tony Cardenas
U.S. Congresswoman Nanette Diaz Barragan
U.S. Congresswoman Judy Chu
U.S. Congressman Jimmy Gomez
U.S. Congresswoman Maxine Waters
California State Senator Tom Berryhill
California State Senator Bob Hertzberg
California State Senator Jeff Stone
California State Senator Ben Allen
California State Senator Henry Stern
California State Assembly Speak Anthony Rendon
California State Assemblymember Frank Bigelow
California State Assemblymember Eduardo Garcia
California State Assemblymember James Gallagher
California State Assemblymember Wendy Carillo
California State Assemblymember Laura Friedman
Secretary John Laird, California Natural Resources Agency
Director Charlton Bonham, California Department of Fish and Wildlife
Secretary Karen Ross, California Department of Food and Agriculture
Chair Felicia Marcus, California State Water Resources Control Board
Executive Officer Patty Z. Kouyoumdjian, Lahontan Regional Water Quality Control Board
Carolyn Swed, Steve Abele, Justin Barrett, U.S. Fish and Wildlife Service
Steve Nelson, U.S. Bureau of Land Management
Holly Alpert, Inyo-Mono Regional Water Management Group
Geoff McQuilkin and Lisa Cutting, Mono Lake Committee
Fran Hunt and Laurens Silver, Sierra Club
Lynn Bolton, Sierra Club Range of Light Group
Wendy Schneider and Jora Fogg, Friends of the Inyo
Kay Ogden, Eastern Sierra Land Trust
Lisa Belenky, Center for Biological Diversity
April Sall and Brad Sturdivant, Bodie Hills Conservation Partnership
Mike Lynes, Audubon California
Peter Pumphrey, Eastern Sierra Audubon Society
Sally Miller
Ceal Klingler
Mono County Board of Supervisors
Inyo County Board of Supervisors
The Los Angeles Times
The Sheet
The Mammoth Times
The Inyo Register
Sierra Wave



*Range of Light Group
Toiyabe Chapter, Sierra Club
Counties of Inyo and Mono, California
P.O. Box 1973, Mammoth Lakes, CA, 93546
Rangeoflight.sc@gmail.com*



June 5, 2018

Mayor Eric Garcetti
City of Los Angeles
200 North Spring Street
Los Angeles, CA 90012

RE: De-watering of Grazing Allotments in Mono County

Dear Mayor Garcetti,

The Executive Committee of the Sierra Club Range of Light Group, representing 428 members in the Eastern Sierra, is deeply concerned by LADWP's recent attempt to stop irrigation on their grazing allotments in Mono County. The usual irrigation allotment of five acre-feet/acre/year is not a significant amount of water to the City of Los Angeles, but it is to the local ranchers and for the environment. We maintain that this action would cause a significant decline in the Bi-state Sage Grouse sub-population in Long Valley and precipitate its extinction. De-watering LADWP lands will also dry up wetlands and create additional environmental problems.

The Department of Water and Power has a long history of subverting the needs of Eastern Sierrans. All residents of Mono and Inyo Counties will be affected if the tax revenue from cattle grazing is eliminated. Land use changes will impact our environment as wetlands dry up. The Eastern Sierra is an important wildlife corridor bridging the southern desert to Modoc Plateau and the Basin and Range to the Sierra Nevada. These irrigated ranch lands, in conjunction with BLM and USFS lands, play an important role in keeping this corridor open to wildlife.

With global warming, water is going to be an on-going issue for all Californians. We hope LADWP will share water resources in a fair and equitable way for the good of the environment, biodiversity of the planet, and for local residents. Many Southern California citizens vacation here and enjoy the open spaces, expansive views, and wildlife as they ski, hike, or explore.

We urge LADWP to continue irrigation in Long Valley and Little Round Valley.

A handwritten signature in cursive script that reads "Lynn Boulton".

Lynn Boulton
Chair of Range of Light Group Executive Committee
Sierra Club Toiyabe Chapter

cc via email:

Ana Guerrero, Chief of Staff, Office of Mayor Garcetti

LADWP Board of Commissioners

Matt Kemp, President, Inyo/Mono Cattlemen's Association

Mark Lacey, VP, Inyo/Mono Cattlemen's Association

Mary Roper, President, Owens Valley Committee

Mono County Board of Supervisors

Sharon Lee Koch, Chair, Angeles Chapter, Sierra Club

Charming Evelyn, Water Committee Chair, Angeles Chapter, Sierra Club

Ann Macquarie, Chair, Toiyabe Chapter, Sierra Club

Charlotte Allen, Co-Chair, CNRCC Water Committee, Sierra Club

Louis Sahagun, writer for the LA Times



Honorable Eric Garcetti
Mayor, City of Los Angeles
200 N. Spring St.
Los Angeles, Ca

Mel Levine, President
Board of Commissioners
Los Angeles Department of Water and Power
Room 555-H 15th Floor
111 N. Hope Street
Los Angeles, Ca 90012

May 31, 2018

Re: LADWP Ranch Leases/Sage Grouse

Dear Mayor Garcetti and Board President Levine:

Audubon California and the Eastern Sierra Audubon Society are joining together to express to you our concern over issues relating to allocation of water to grazing lands in the Eastern Sierra. Our specific focus is on the need to protect viable and sustaining habitat for Bi-State Sage-Grouse in these areas. As you know, some of the lands covered by Los Angeles Department of Water and Power grazing leases provide homes to this species. We note that this species did not receive federal listing pursuant to the Endangered Species Act due to a concerted effort of a broad network of stakeholders who combined to develop a conservation plan as an alternative to such a listing. This effort was spearheaded by individuals, agencies, landowners and organizations in both California and Nevada who gathered together to form a working group and identify management measures short of listing, which would sustain the species.

Land managed by the City of Los Angeles is crucial to sage-grouse conservation in the Long Valley. While sage-grouse adults are famous for being the only creatures that can subsist wholly on sagebrush leaves during the winter, the baby birds need the insects found amongst the forbs and grasses in wet meadows and irrigated pastures found in the spring and summer in Long Valley on Los Angeles lands. Even if the working group could protect and restore all of the sagebrush habitat in Mono County, without the irrigated meadows on Los Angeles properties sage-grouse populations would be placed in jeopardy.

We applaud and appreciate the participation and involvement of the Los Angeles Department of Water and Power in this working group. It is our impression that this involvement demonstrates a commitment to the long-term protection of the Bi-state Sage-Grouse. Audubon California and Eastern Sierra Audubon are committed to the realization of the vision of the Bi-State Working Group. It is our sincere hope that the other members of the group share this commitment. The last thing we would want to see would be an unravelling of the listing alternative due to a failure to implement management policies which assure the protection of the species. It is our intention that all sage-grouse habitat will be managed in accord with science based policies and plans.

We recognize that the concerns of land owners, managers and lessees are not limited to the grouse. However, we believe that a way forward can be developed which will speak to those issues as well as the needs of the birds. To that end, we would like to invite the City of Los Angeles to engage with other stakeholders in the development of a management plan which contains provisions including appropriately timed and quantified water resources in support of these bird populations. Hopefully there are ways in which this objective can be met while meeting other objectives of involved parties at the same time. We want to move away from an adversarial environment toward a collaboration similar to that which has proven effective at Owens Lake. We very much hope that you would be willing to engage in a meaningful way in such a process. We believe that other involved stakeholders would welcome such an effort and be willing to participate in searching for a long term resolution of issues related to sage grouse protection across the Bi-State.

We would be more than happy to whatever we could to initiate and undertake such a process and look forward to discussing this with you in the near future.

Thank you for your courtesy and cooperation.

Very truly yours

Peter Pumphrey
Eastern Sierra Audubon Society

Mike Lynes, Director of Public Policy
Audubon California

cc: Andrea Jones, Audubon California



Friends of the Inyo
819 N Barlow Ln
Bishop, CA 93529

June 29, 2018

Mayor Eric Garcetti
City of Los Angeles
200 North Spring Street
Los Angeles, CA 90012

Mel Levine, President
Board of Commissioners
Los Angeles Department of Water and Power
Room 555-H 15th Floor
111 N. Hope Street
Los Angeles, CA 90012

RE: Irrigation of ranch leases in Mono County

Dear Mayor Garcetti and Board of Commissioners President Levine,

We write today to convey our concerns about LADWPs recent attempt to discontinue and/or reduce irrigation of leased grazing allotments in the Long Valley and Little Round Valley areas of Mono County. Friends of the Inyo is a Bishop, CA based grassroots conservation organization with over three decades of experience with public lands and wildlife in the Eastern Sierra. We represent over 800 members, many in the Eastern Sierra. We partner with Los Angeles Department of Water and Power (LADWP) on educational programs in the Owens Valley and on Owens Lake.

Friends of the Inyo has many concerns regarding the de-watering proposal. One of these concerns the Bi-State Sage Grouse. As a member of the Bi-State Working Group, we follow the population levels of the Long Valley Bi-State Sage Grouse as well as other population management units (PMUs) within the distinct population segment's range.

The Long Valley population represents 30% of the entire bi-state population within California. We contributed to the 2012 Bi-State Action Plan, which identifies management actions and goals. The Plan clearly states that irrigated meadows are crucial for successful brood rearing habitat. In recent years, likely because of drought this subpopulation has been in decline. De-watering by DWP will likely exacerbate this decline and contribute to the overall drop in population levels within eastern California. We appreciate the participation and involvement of LADWP in the Bi-State Working Group, and remind you that their involvement in this group demonstrates a commitment to the long-term protection of the grouse and their habitats. In our view, the elimination or reduction in irrigation water to this fragile habitat is in direct conflict with this commitment.

The damage to the population that would likely result from the proposed de-watering would be exacerbated by the fact that there has been substantial loss of wetland and riparian habitats across the Eastern Sierra over the last 120 years. Prior to the development of Crowley Lake Reservoir, the lower part of Long Valley contained several thousand acres of wetland habitat. Irrigation by DWP following water diversions of multiple streams from the Sierra Nevada currently sustain wetlands and riparian systems in the Long Valley and Little Round Valley areas. Such irrigation contributes to overall ecosystem function here through the storage and filtration of surface and groundwater. Benefits include the buffering of containments that can harm human health, resistance to the spread of invasive species, and resilience to fire and drought. LADWP has been a leader in riparian and wetland restoration throughout the Eastern Sierra and we encourage the department to maintain course with their restoration activities.

Although the bi-state sage grouse and wetland health are a primary concern of Friends of the Inyo, the concerns of Mono County, land owners, managers and lessees extend to a variety of other issues impacting quality of life in the Eastern Sierra. Grazing is a rich part of our collective history and helps fuel our rural economy. Because of this we stand in solidarity with the ranchers and lessees of these at-risk allotments. The elimination or reduction of 5 acre-feet of water will negatively impact over 15,000 acres of ranch land under LADWPs 2018-2022 lease agreement. The agricultural industry in the Eastern Sierra is a major driver of our economy and ranchers remain dependent upon the use of LADWP lands. In addition to sustaining 449 jobs and contributing \$6.2 million in federal, state and local taxes, ranching and agriculture generate \$78.6 million in local economic activity. The die off of meadow and riparian vegetation from de-watering will have cascading effects to adjacent public lands where Friends of the Inyo advocates for sustainable grazing practices. We are also concerned dewatering will increase soil erosion and facilitate the spread of invasive species on DWP and adjacent public lands.

We encourage the City of Los Angeles to engage a diverse group of local stakeholders in the development of a management plan addressing timing and allocation of water resources to these allotments. The success story at Owens Lake and the partnership Friends of the Inyo has developed with LADWP speaks to the potential for a collaborative effort that benefits all parties and the natural environment.

We respectfully urge you to engage in this issue and advocate for LADWP to continue irrigation at previous levels in Long Valley and Little Round Valley.

Sincerely,

/S/ Wendy Schneider
Executive Director
Friends of the Inyo

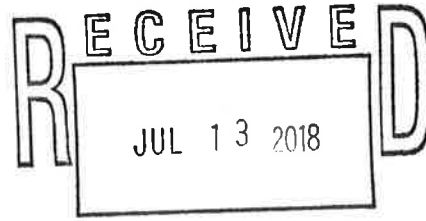
CC:

Mono County Board of Supervisors
Inyo County Board of Supervisors
Stacey Simons Mono County Counsel
Matt Kemp, President, Inyo/Mono Cattlemen's Association
Inyo Register
The Sheet
Mammoth Times
Sierra Wave



Los Angeles
Department of
Water & Power

CUSTOMERS FIRST



OFFICE OF THE CLERK

Eric Garcetti, Mayor

Board of Commissioners
Mel Levine, President

William W. Funderbirk Jr., Vice President

Jill Banks Barad

Christina E. Noonan

Aura Vasquez

Barbara E. Moschos, Secretary

David H. Wright, General Manager

June 06, 2018

Honorable Tom Berryhill
State Capitol, Room 3067
Sacramento, CA 95814

Honorable Frank Bigelow
State Capitol, Suite #4158
Sacramento, CA 94249

RE: LADWP's Environmental Commitment to Mono County and the State of California

Dear Senator Berryhill and Assemblymember Bigelow:

Thank you for your recent letter addressed to Mayor Garcetti regarding the Los Angeles Department of Water and Power's (LADWP) operations along the Los Angeles Aqueduct and in Mono County, specifically the status of commercial ranch leases and our evolving water management practices. We would like to provide some clarifying information and context that might have been left out or misconstrued in your previous communications with Mono County and the commercial ranchers.

LADWP Will Continue to Provide Water for the Environment and Wildlife in Mono County and is Dedicated to Sustainable Practices

It is important to note, LADWP is not de-watering Mono County. LADWP will continue to provide water to protect the environment in Inyo and Mono counties. The free water LADWP has provided to commercial ranchers is separate and unrelated to the water LADWP provides to serve the region's environment – in fact, diverting less water for commercial ranching may have additional environmental benefits for Mono County.

LADWP places a high importance on environmental stewardship in all regions where it operates and maintains land, and Mono County is no exception. In fact, Los Angeles currently leaves more than half of its historical Los Angeles Aqueduct water supply in Mono and Inyo counties for environmental preservation, while the commercial ranchers in Mono County continue to demand more.

The Mono County ranchers are asking LADWP to divert more water away from streams and riparian habitats to send to meadows for grazing – this request is inconsistent with the California Department of Fish and Wildlife's approach to environmental protection and preservation. As you know, diverting less water for artificial irrigation to benefit the

commercial ranchers could help restore natural flow patterns in the creeks and streams located within Long Valley, which could substantially benefit the fisheries and riparian habitat found along the waterways.

Prior to approving new leases that exclude the provision of free irrigation water for commercial ranchers, LADWP will carefully evaluate any potential environmental impacts and will complete a full Environmental Impact Report that will solicit stakeholder input and engagement. LADWP will fully evaluate any impacts to the Sage Grouse habitat and ensure that those impacts are fully mitigated.

LADWP is currently diverting water to protect the Sage Grouse habitat, while simultaneously working with local environmental organizations to establish a working group. Our department is already underway in collaboration with Audubon California, Eastern Sierra Audubon, Eastern Sierra Land Trust, U.S. Fish and Wildlife, U.S. Bureau of Land Management, and California Fish and Wildlife to ensure enough water is provided for Sage Grouse habitat. We expect that effort to kick off this month.

LADWP Continues to Work with Mono County Commercial Ranchers in Light of Recent and Future Water Scarcity

As you are aware, LADWP owns approximately 62,000 acres of land within Mono County, the vast majority of which are open to the public for recreational enjoyment. Approximately 28,000 acres have also been previously leased by commercial ranchers for grazing. Decades ago, LADWP began offering free water to the commercial ranchers to flood irrigate the grazing lands when the department had more water than it could accommodate in the Los Angeles Aqueduct. At LADWP's sole discretion, free water has since been offered to the commercial ranchers on an ad hoc basis when supplies were available, but it was never a guarantee tied to their leases. The amounts have differed each year based on hydrological conditions and LADWP operational needs.

At the height of the drought, LADWP necessarily began to carefully assess the highest and best use for our supplies. Subsequently, in 2015 and 2016 LADWP offered 0 acre-feet and 4,400 acre-feet of irrigation water, respectively. LADWP notified the ranchers on May 1, 2018, shortly after this year's final runoff was calculated, that they would receive 4,200 acre-feet for this irrigation year, approximately the same number of acre-feet per acre of water provided in 2016 from similar runoff conditions. Lessees are provided this information at this time every year.

Since the leases expired in December 2013, the commercial ranchers have continued their operations on an expired, holdover status. LADWP management has recommended offering to renew their leases for another 20 years – providing them a first right of refusal offer versus taking the leases to a competitive bid or exploring alternate uses for the land. Those discussions started back in Fall of 2017. Those

recommendations were combined with our notifying the commercial ranchers that Los Angeles no longer has surplus water and, therefore, there will no longer be a provision for free irrigation water – water that was never guaranteed in the first place. Further, that those lease provisions must be approved by the Board of Water and Power Commissioners and the Los Angeles City Council.

Today's Water Supply Practices must be Driven by California's Climate Reality and Our Fiduciary Responsibility to Ratepayers

As California experiences a new climate reality and increasing cycles of drought, the City of Los Angeles now must re-evaluate how our precious and limited water resources are managed – driving innovations in conservation, sustainability, water use efficiency and local water supply projects is something we all must pursue.

To replace the free water provided to a handful of for-profit ranchers, LADWP would be required to buy more costly, and less reliable replacement water from the deteriorating Sacramento-San Joaquin River Delta. The amount of free water the commercial ranchers are demanding is enough to serve 50,000 Los Angeles families each year. LADWP would have to spend ~\$18 million to purchase the amount of water requested and the lost hydropower it generates while flowing through the Aqueduct.

A reminder, LADWP's primary mission is to deliver safe, reliable and cost-effective water to four million Los Angeles city residents and businesses. We simply can't subsidize free water to commercial ranchers over the interests of local Los Angeles residents. Ultimately, LADWP assesses all its water management practices through the lens of Los Angeles ratepayers – carefully balancing decisions in the best interests of working families and local businesses.

LADWP is Committed to Building a More Sustainable California

From Governor Brown's new long-term water conservation mandate to Mayor Garcetti's sustainability goals, no one is operating business as usual. We're all sharing in the responsibility and making changes to adjust to California's new climate reality and the associated volatility in our water supply.

Angelenos have risen to the challenge to conserve. Our city now uses the same amount of water today as 40 years ago, despite a population increase of more than one million people, and has one of the lowest per capita usage rates for large U.S. cities. The City of Los Angeles is currently on pace to further reduce our water use by 25% by 2035. So, we understand first hand that these changes can be difficult, but providing free water to flood irrigate ranch operations at the expense of LA ratepayers is no longer an option.

Honorable Tom Berryhill
Honorable Fred Bigelow
Page 4
July 06, 2018

However, the commercial ranchers have not stepped to the table with any adjustments in their farming practices. While water users around the state have learned to conserve, a handful of commercial ranchers in Mono County continue to demand more – which isn't realistic or possible. They do have additional options available, including buying water from other sources, leasing additional dry grazing lands or those that are naturally irrigated verses artificially irrigated, supplementing feed supplies locally, investing in more sustainable alternatives to flood irrigation until the new leases are approved, or scaling ranching operations to meet resource availability.

LADWP is committed to working collaboratively with Mono County, but we all need to be part of the solution to build a more sustainable California. Thank you for your interest. As the discussions with Mono County and the commercial ranchers evolve, we will continue to keep you apprised.

Sincerely,



Mel Levine
President of the Board of Commissioners
Los Angeles Department of Water and Power

cc: Ana Guerrero, Chief of Staff, Office of Mayor Garcetti
Barbara Romero, Deputy Mayor, City of Los Angeles
Pete Southworth, Chief Deputy Legal Affairs Secretary, Office of the Governor
John Laird, Secretary, California Natural Resources Agency
Thomas Gibson, Undersecretary, California Natural Resources Agency
Charlton Bonham, Director, California Department of Fish and Wildlife
Karen Ross, Secretary, California Department of Food and Agriculture
Mono County Board of Supervisors
Stacey Simon, Mono County Counsel

June 22, 2018

Honorable Colonel Paul Cook (Ret.)
United States Congressman, Eighth District of California
1222 Longworth House Office Building
Washington, DC 20515

Subject: Los Angeles Department of Water and Power's Environmental Commitment to Mono County and the State of California

Dear Congressman Cook:

Thank you for your recent letter regarding the Los Angeles Department of Water and Power's (LADWP) operations along the Los Angeles Aqueduct and in Mono County, specifically the status of commercial ranch leases and our evolving water management practices. We would like to provide some clarifying information and context that might have been left out or misconstrued in your previous communications with Mono County and the commercial ranchers.

LADWP Continues to Work with Mono County Commercial Ranchers in Light of Recent and Future Water Scarcity

As you are aware, LADWP owns approximately 62,000 acres of land within Mono County, the vast majority of which are open to the public for recreational enjoyment. Approximately 28,000 acres have also been historically leased by ten commercial ranchers for cattle grazing. Decades ago, LADWP began offering free water to the commercial cattle ranchers to flood irrigate the grazing lands when the department had more water than it could accommodate in the Los Angeles Aqueduct. This free benefit was offered, on an ad hoc basis over the years, when supplies were available, but was never a guarantee tied to their leases. The amounts have differed each year based on hydrological conditions and LADWP operational needs.

At the height of the drought, LADWP necessarily began to carefully assess the highest and best use for our supplies. Subsequently, in 2015 and 2016 LADWP offered 0 acre-feet and 4,400 acre-feet of irrigation water, respectively. LADWP notified the ranchers on May 1, 2018, shortly after this year's final runoff was calculated, that they would receive 4,200 acre-feet for this irrigation year, approximately the same number of acre-feet per acre of water provided in 2016 from similar runoff conditions. Lessees are provided this information at this time every year.

Since the leases expired in December 2013, the commercial cattle ranchers have continued their operations on an expired, holdover status. However, recognizing our commitment to the unique, long-standing partnership, their need for long-term stability, and a duration desired by

Honorable Colonel Paul Cook (Ret.)

Page 2

June 22, 2018

the commercial ranchers, LADWP management has recommended offering to renew their leases for another 20 years - providing them a first right of refusal offer versus taking the leases to a competitive bid or exploring alternate uses for the land. Those discussions started back in Fall of 2017. Those recommendations were combined with our notifying the commercial cattle ranchers that Los Angeles no longer has surplus water and, therefore, there will no longer be a provision for free irrigation water – water that was never guaranteed in the first place. Further, that those lease provisions must be approved by the Board of Water and Power Commissioners as well as the Los Angeles City Council.

LADWP Will Continue to Provide Water for the Environment and Wildlife in Mono County and is Dedicated to Sustainable Practices

LADWP understands the concerns expressed by the commercial cattle ranchers. Prior to approving new leases that exclude the provision of irrigation water, LADWP will carefully evaluate any potential environmental impacts and will complete a full Environmental Impact Report that will solicit stakeholder input and engagement. LADWP will fully evaluate any impacts to the Sage Grouse habitat and ensure that those impacts are fully mitigated.

Of note, our department is already underway in collaboration with Audubon California, Eastern Sierra Audubon, Eastern Sierra Land Trust, United States (U.S.) Fish and Wildlife, U.S. Bureau of Land Management, and California Fish and Wildlife in establishing a working group to ensure enough water is provided for Sage Grouse habitat. We expect that effort to kick off in July.

It is important to note, LADWP is not de-watering Mono County. LADWP places a high importance on environmental stewardship in all the regions it operates and maintains land, and Mono County is no exception. In fact, Los Angeles currently leaves more than half of its historical Los Angeles Aqueduct water supply in Mono and Inyo counties for environmental preservation. Additionally, diverting less water for artificial irrigation to benefit the commercial cattle ranchers could help restore natural flow patterns in the creeks and streams located within Long Valley, which could substantially benefit the fisheries and riparian habitat found along the waterways.

LADWP's History of Voluntarily Extending the Charles Brown Act Provisions to Mono County Commercial Ranchers

We would like to clarify a few common misconceptions about the Charles Brown Act (Act) – what it requires and why it does not apply to all land owned by local public agencies. The Act created statewide legislation – it is applicable in all California jurisdictions where a local agency from outside that jurisdiction owns more than half of the land (excluding land owned by the state and federal government). The Act applies to LADWP's land in Inyo County because LADWP owns more than half of the land in Inyo County – a unique circumstance that does not exist in Mono County where LADWP owns a much smaller share.

When applied, the Act does not dictate land management policies or procedures – it does not require landowners to provide free water to commercial tenants. Those types of property ownership decisions remain in the hands of the local public agency – allowing public agency

Honorable Colonel Paul Cook (Ret.)

Page 3

June 22, 2018

leaders to make resource management decisions based on the best interest of the public they serve.

The principle mandate of the Act is that, under the defined conditions, local agency land owners must offer existing, long-term tenants the opportunity to buy or renew their leased property at a reasonable price. In this case, LADWP management has recommended offering the current commercial ranchers in Mono County a 20-year lease without competitive bidding, so allowing the current long-term tenants the opportunity to stay on the land is not in dispute.

Today's Water Supply Practices must be Driven by California's Climate Reality and our Fiduciary Responsibility to Ratepayers

As California experiences a new climate reality and increasing cycles of drought, the City of Los Angeles now must re-evaluate how our precious and limited water resources are managed – driving innovations in conservation, sustainability, water use efficiency and local water supply projects is something we all must pursue.

To replace the water provided free of charge to ranchers, LADWP would be required to buy more costly, and less reliable replacement water from the deteriorating Sacramento-San Joaquin River Delta. The amount of free water the commercial ranchers are demanding is enough to serve 50,000 Los Angeles families each year. LADWP would have to spend \$18 million to purchase the amount of water requested and the lost hydropower it generates while flowing through the Aqueduct.

A reminder, LADWP's primary mission is to deliver safe, reliable and cost-effective water to four million Los Angeles city residents and businesses. We simply can't subsidize free water to commercial cattle ranchers over the interests of local Los Angeles residents. Ultimately, LADWP assesses all its water management practices through the lens of Los Angeles ratepayers – carefully balancing decisions in the best interests of working families and local businesses.

LADWP is Committed to Building a More Sustainable California

From Governor Brown's new long-term water conservation mandate to Mayor Garcetti's sustainability goals, no one is operating business as usual. We're all sharing in the responsibility and making changes to adjust to California's new climate reality and the associated volatility in our water supply.

Angelenos have risen to the challenge to conserve. Our city now uses the same amount of water today as 40 years ago, despite a population increase of more than one million people, and has one of the lowest per capita usage rates for large U.S. cities. The City of Los Angeles is currently on pace to further reduce our water use by 25 percent by 2035. So, we understand first hand that these changes can be difficult, but providing free water to flood irrigate ranch operations at the expense of Los Angeles ratepayers is no longer an option.

However, the commercial cattle ranchers have not stepped to the table with any adjustments in their farming practices – they just want to preserve the status quo which isn't realistic or good

Honorable Colonel Paul Cook (Ret.)

Page 4

June 22, 2018

public policy. They do have additional options available, including buying water from other sources, leasing additional dry grazing lands or those that are naturally irrigated verses artificially irrigated, supplementing feed supplies locally, investing in more sustainable alternatives to flood irrigation until the new leases are approved, or scaling cattle ranching operations to meet resource availability.

LADWP is committed to working collaboratively and building a productive relationship with Mono County and its economic and environmental interests, but we all need to be part of the solution. We each come to the table with our own unique needs, but together we can chart a positive path forward toward a more sustainable future.

Thank you for your interest. As the discussions with Mono County and the commercial ranchers evolve, we will continue to keep you appraised.

Sincerely,

A handwritten signature in black ink, appearing to read "Mel Levine". The signature is fluid and cursive, written over a white background.

Mel Levine, President
Los Angeles Board of Water and Power Commissioners

Enclosure: LADWP Frequently Asked Questions

- c: Los Angeles Board of Water and Power Commissioners
- David H. Wright, General Manager, Los Angeles Department of Water and Power
- Mono County Board of Supervisors
- Stacey Simon, Mono County Counsel

July 9, 2018

Wendy Schneider
Friends of the Inyo
819 N Barlow Ln
Bishop, CA 93529

Dear Director Schneider,

Subject: Los Angeles Department of Water and Power's Environmental
Commitment to Mono County and the State of California

Thank you for your recent letter regarding the Los Angeles Department of Water and Power's (LADWP) operations along the Los Angeles Aqueduct and in Mono County, specifically the status of commercial ranch leases and our evolving water management practices. We would like to provide some clarifying information and context that might have been left out or misconstrued in your previous communications with Mono County and the commercial ranchers.

LADWP Will Continue to Provide Water for the Environment and Wildlife in Mono County and is Dedicated to Sustainable Practices

It is important to note, LADWP is not de-watering Mono County. LADWP will continue to provide water to protect the environment in Inyo and Mono counties. The free water LADWP has provided to commercial ranchers is separate and unrelated to the water LADWP provides to serve the region's environment – in fact, diverting less water for commercial ranching may have additional environmental benefits for Mono County.

LADWP places a high importance on environmental stewardship in all regions where it operates and maintains land, and Mono County is no exception. Los Angeles currently leaves more than half of its historical Los Angeles Aqueduct water supply in Mono and Inyo counties for environmental preservation, while the commercial ranchers in Mono County continue to demand more.

The Mono County ranchers are asking LADWP to divert more water away from streams and riparian habitats to send to meadows for grazing – this request is inconsistent with the California Department of Fish and Wildlife's approach to environmental protection and preservation. As you know, diverting less water for artificial irrigation to benefit the commercial ranchers could help restore natural flow patterns in the creeks and streams

located within Long Valley, which could substantially benefit the fisheries and riparian habitat found along the waterways.

Prior to approving new leases that exclude the provision of free irrigation water for commercial ranchers, LADWP will carefully evaluate any potential environmental impacts and will complete a full Environmental Impact Report that will solicit stakeholder input, like yours. LADWP will fully evaluate any impacts to the Sage Grouse habitat and ensure that those impacts are fully mitigated.

LADWP is currently diverting water to protect the Sage Grouse habitat, while simultaneously working with local environmental organizations to establish a working group. Our department is already underway in collaboration with Audubon California, Eastern Sierra Audubon, Eastern Sierra Land Trust, U.S. Fish and Wildlife, U.S. Bureau of Land Management, and California Fish and Wildlife to ensure enough water is provided for Sage Grouse habitat. We expect that effort to kick off this month.

LADWP Continues to Work with Mono County Commercial Ranchers in Light of Recent and Future Water Scarcity

As you are aware, LADWP owns approximately 62,000 acres of land within Mono County, the vast majority of which are open to the public for recreational enjoyment. Approximately 28,000 acres have also been previously leased by commercial ranchers for grazing. Decades ago, LADWP began offering free water to the commercial ranchers to flood irrigate the grazing lands when the department had more water than it could accommodate in the Los Angeles Aqueduct. At LADWP's sole discretion, free water has since been offered to the commercial ranchers on an ad hoc basis when supplies were available, but it was never a guarantee tied to their leases. The amounts have differed each year based on hydrological conditions and LADWP operational needs.

At the height of the drought, LADWP necessarily began to carefully assess the highest and best use for our supplies. Subsequently, in 2015 and 2016 LADWP offered 0 acre-feet and 4,400 acre-feet of irrigation water, respectively. LADWP notified the ranchers on May 1, 2018, shortly after this year's final runoff was calculated, that they would receive 4,200 acre-feet for this irrigation year, approximately the same number of acre-feet per acre of water provided in 2016 from similar runoff conditions. Lessees are provided this information at this time every year.

Since the leases expired in December 2013, the commercial ranchers have continued their operations on an expired, holdover status. LADWP management has recommended offering to renew their leases for another 20 years – providing them a first right of refusal offer versus taking the leases to a competitive bid or exploring alternate uses for the land. Those discussions started back in Fall of 2017. Those recommendations were combined with our notifying the commercial ranchers that

Los Angeles no longer has surplus water and, therefore, there will no longer be a provision for free irrigation water – water that was never guaranteed in the first place. Further, that those lease provisions must be approved by the Board of Water and Power Commissioners and the Los Angeles City Council.

Today's Water Supply Practices must be Driven by California's Climate Reality and Our Fiduciary Responsibility to Ratepayers

As California experiences a new climate reality and increasing cycles of drought, the City of Los Angeles now must re-evaluate how our precious and limited water resources are managed – driving innovations in conservation, sustainability, water use efficiency and local water supply projects is something we all must pursue.

To replace the free water provided to a handful of for-profit ranchers, LADWP would be required to buy more costly and less reliable replacement water from the deteriorating Sacramento-San Joaquin River Delta. The amount of free water the commercial ranchers are demanding is enough to serve 50,000 Los Angeles families each year. LADWP would have to spend ~\$18 million to purchase the amount of water requested and the lost hydropower it generates while flowing through the Aqueduct.

A reminder, LADWP's primary mission is to deliver safe, reliable and cost-effective water to four million Los Angeles city residents and businesses. We simply can't subsidize free water to commercial ranchers over the interests of local Los Angeles residents. Ultimately, LADWP assesses all its water management practices through the lens of Los Angeles ratepayers – carefully balancing decisions in the best interests of working families and local businesses.

LADWP is Committed to Building a More Sustainable California

From Governor Brown's new long-term water conservation mandate to Mayor Garcetti's sustainability goals, no one is operating business as usual. We're all sharing in the responsibility and making changes to adjust to California's new climate reality and the associated volatility in our water supply.

Angelenos have risen to the challenge to conserve. Our city now uses the same amount of water today as 40 years ago, despite a population increase of more than one million people, and has one of the lowest per capita usage rates for large U.S. cities. The City of Los Angeles is currently on pace to further reduce our water use by 25% by 2035. So, we understand first hand that these changes can be difficult, but providing free water to flood irrigate ranch operations at the expense of LA ratepayers is no longer an option.

Director Schneider
Page 4
July 9, 2018

However, the commercial ranchers have not stepped to the table with any adjustments in their farming practices. While water users around the state have learned to conserve, a handful of commercial ranchers in Mono County continue to demand more – which isn't realistic or possible. They do have additional options available, including buying water from other sources, leasing additional dry grazing lands or those that are naturally irrigated verses artificially irrigated, supplementing feed supplies locally, investing in more sustainable alternatives to flood irrigation until the new leases are approved, or scaling ranching operations to meet resource availability.

LADWP is committed to working collaboratively with Mono County, but we all need to be part of the solution to build a more sustainable California. Thank you for your interest. As the discussions with Mono County and the commercial ranchers evolve, we will continue to keep you appraised.

Sincerely,



Mel Levine
President of the Board of Commissioners
Los Angeles Department of Water and Power

cc: Ana Guerrero, Chief of Staff, Office of Mayor Garcetti
Barbara Romero, Deputy Mayor, City of Los Angeles
Inyo County Board of Supervisors
Mono County Board of Supervisors
Stacey Simon, Mono County Counsel
The Inyo Register
The Sheet
Mammoth Times
Sierra Wave



CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners
Mel Levine, President

William W. Funderburk Jr., Vice President

Jill Banks Barad

Christina E. Noonan

Aura Vasquez

Barbara E. Moschos, Secretary

David H. Wright, General Manager

July 9, 2018

Lynn Boulton
Range of Light Group
Counties of Inyo and Mono, California
P.O. Box 1973
Mammoth Lakes, CA 93546

Subject: Los Angeles Department of Water and Power's Environmental Commitment to Mono County and the State of California

Dear Chairperson Boulton:

Thank you for your recent letter addressed to Mayor Garcetti regarding the Los Angeles Department of Water and Power's (LADWP) operations along the Los Angeles Aqueduct and in Mono County, specifically the status of commercial ranch leases and our evolving water management practices. We would like to provide some clarifying information and context that might have been left out or misconstrued in your previous communications with Mono County and the commercial ranchers.

LADWP Will Continue to Provide Water for the Environment and Wildlife in Mono County and is Dedicated to Sustainable Practices

It is important to note, LADWP is not de-watering Mono County. LADWP will continue to provide water to protect the environment in Inyo and Mono counties. The free water LADWP has provided to commercial ranchers is separate and unrelated to the water LADWP provides to serve the region's environment – in fact, diverting less water for commercial ranching may have additional environmental benefits for Mono County.

LADWP places a high importance on environmental stewardship in all regions where it operates and maintains land, and Mono County is no exception. Los Angeles currently leaves more than half of its historical Los Angeles Aqueduct water supply in Mono and

Chairperson Boulton
Page 2
July 9, 2018

Inyo counties for environmental preservation, while the commercial ranchers in Mono County continue to demand more.

The Mono County ranchers are asking LADWP to divert more water away from streams and riparian habitats to send to meadows for grazing – this request is inconsistent with the California Department of Fish and Wildlife's approach to environmental protection and preservation. As you know, diverting less water for artificial irrigation to benefit the commercial ranchers could help restore natural flow patterns in the creeks and streams located within Long Valley, which could substantially benefit the fisheries and riparian habitat found along the waterways. Prior to approving new leases that exclude the provision of free irrigation water for commercial ranchers, LADWP will carefully evaluate any potential environmental impacts and will complete a full Environmental Impact Report that will solicit stakeholder input, like yours. LADWP will fully evaluate any impacts to the Sage Grouse habitat and ensure that those impacts are fully mitigated.

LADWP is currently diverting water to protect the Sage Grouse habitat, while simultaneously working with local environmental organizations to establish a working group. Our department is already underway in collaboration with Audubon California, Eastern Sierra Audubon, Eastern Sierra Land Trust, U.S. Fish and Wildlife, U.S. Bureau of Land Management, and California Fish and Wildlife to ensure enough water is provided for Sage Grouse habitat. We expect that effort to kick off this month.

LADWP Continues to Work with Mono County Commercial Ranchers in Light of Recent and Future Water Scarcity

As you are aware, LADWP owns approximately 62,000 acres of land within Mono County, the vast majority of which are open to the public for recreational enjoyment. Approximately 28,000 acres have also been previously leased by commercial ranchers for grazing. Decades ago, LADWP began offering free water to the commercial ranchers to flood irrigate the grazing lands when the department had more water than it could accommodate in the Los Angeles Aqueduct. At LADWP's sole discretion, free water has since been offered to the commercial ranchers on an ad hoc basis when supplies were available, but it was never a guarantee tied to their leases. The amounts have differed each year based on hydrological conditions and LADWP operational needs.

At the height of the drought, LADWP necessarily began to carefully assess the highest and best use for our supplies. Subsequently, in 2015 and 2016 LADWP offered 0 acre-feet and 4,400 acre-feet of irrigation water, respectively. LADWP notified the ranchers on May 1, 2018, shortly after this year's final runoff was calculated, that they would receive 4,200 acre-feet for this irrigation year, approximately the same number of acre-

Chairperson Boulton
Page 3
July 9, 2018

feet per acre of water provided in 2016 from similar runoff conditions. Lessees are provided this information at this time every year.

Since the leases expired in December 2013, the commercial ranchers have continued their operations on an expired, holdover status. LADWP management has recommended offering to renew their leases for another 20 years – providing them a first right of refusal offer versus taking the leases to a competitive bid or exploring alternate uses for the land. Those discussions started back in Fall of 2017. Those recommendations were combined with our notifying the commercial ranchers that Los Angeles no longer has surplus water and, therefore, there will no longer be a provision for free irrigation water – water that was never guaranteed in the first place. Further, that those lease provisions must be approved by the Board of Water and Power Commissioners and the Los Angeles City Council.

Today's Water Supply Practices must be Driven by California's Climate Reality and Our Fiduciary Responsibility to Ratepayers

As California experiences a new climate reality and increasing cycles of drought, the City of Los Angeles now must re-evaluate how our precious and limited water resources are managed – driving innovations in conservation, sustainability, water use efficiency and local water supply projects is something we all must pursue.

To replace the free water provided to a handful of for-profit ranchers, LADWP would be required to buy more costly and less reliable replacement water from the deteriorating Sacramento-San Joaquin River Delta. The amount of free water the commercial ranchers are demanding is enough to serve 50,000 Los Angeles families each year. LADWP would have to spend ~\$18 million to purchase the amount of water requested and the lost hydropower it generates while flowing through the Aqueduct.

A reminder, LADWP's primary mission is to deliver safe, reliable and cost-effective water to four million Los Angeles city residents and businesses. We simply can't subsidize free water to commercial ranchers over the interests of local Los Angeles residents. Ultimately, LADWP assesses all its water management practices through the lens of Los Angeles ratepayers – carefully balancing decisions in the best interests of working families and local businesses.

LADWP is Committed to Building a More Sustainable California

From Governor Brown's new long-term water conservation mandate to Mayor Garcetti's sustainability goals, no one is operating business as usual. We're all sharing in the responsibility and making changes to adjust to California's new climate reality and the associated volatility in our water supply. Angelenos have risen to the challenge to

Chairperson Boulton
Page 4
July 9, 2018

conserve. Our city now uses the same amount of water today as 40 years ago, despite a population increase of more than one million people, and has one of the lowest per capita usage rates for large U.S. cities. The City of Los Angeles is currently on pace to further reduce our water use by 25% by 2035. So, we understand first hand that these changes can be difficult, but providing free water to flood irrigate ranch operations at the expense of LA ratepayers is no longer an option.

However, the commercial ranchers have not stepped to the table with any adjustments in their farming practices. While water users around the state have learned to conserve, a handful of commercial ranchers in Mono County continue to demand more – which isn't realistic or possible. They do have additional options available, including buying water from other sources, leasing additional dry grazing lands or those that are naturally irrigated verses artificially irrigated, supplementing feed supplies locally, investing in more sustainable alternatives to flood irrigation until the new leases are approved, or scaling ranching operations to meet resource availability.

LADWP is committed to working collaboratively with Mono County, but we all need to be part of the solution to build a more sustainable California. Thank you for your interest. As the discussions with Mono County and the commercial ranchers evolve, we will continue to keep you apprised.

Sincerely,



Mel Levine
President of the Board of Commissioners
Los Angeles Department of Water and Power

- c: Ana Guerrero, Chief of Staff, Office of Mayor Garcetti
Barbara Romero, Deputy Mayor, City of Los Angeles
Inyo County Board of Supervisors
Mono County Board of Supervisors
✓ Stacey Simon, Mono County Counsel
Mary Roper, President, Owens Valley Committee
Sharon Lee Koch, Chair, Angeles Chapter, Sierra Club
Charming Evelyn, Water Committee Chair, Angeles Chapter, Sierra Club
Ann Macquarie, Chair, Toiyabe Chapter, Sierra Club
Charlotte Allen, Co-Chair, CNRCC Water Committee, Sierra Club
Louis Sahagun, LA Times



Los Angeles
Department of
Water & Power

CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners

Mel Levine, President

William W. Funderburk Jr., Vice President

Jill Banks Barad

Christina E. Noonan

Aura Vasquez

Barbara E. Moschos, Secretary

David H. Wright, General Manager

Secretary John Laird
California Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, CA 95814

RE: LADWP's Environmental Commitment to Mono County and the State of California

Dear Secretary Laird,

Thank you for your recent letter addressed to Mayor Garcetti regarding the Los Angeles Department of Water and Power's (LADWP) operations along the Los Angeles Aqueduct and in Mono County, specifically the status of commercial ranch leases and our evolving water management practices. We would like to provide some clarifying information and context that might have been left out or misconstrued in your previous communications with Mono County and the commercial ranchers.

LADWP Will Continue to Provide Water for the Environment and Wildlife in Mono County and is Dedicated to Sustainable Practices

It is important to understand, LADWP will continue to provide water to Mono County and will continue to provide water to meet the county's environmental needs. The free water LADWP has provided to commercial ranchers is separate and unrelated to the water LADWP provides to serve the region's environment – in fact, diverting less water for commercial ranching may have additional environmental benefits for Mono County.

LADWP places a high importance on environmental stewardship in all regions where it operates and maintains land, and Mono County is no exception. In fact, Los Angeles currently leaves more than half of its historical Los Angeles Aqueduct water supply in Mono and Inyo counties for environmental preservation, while the commercial ranchers in Mono County continue to demand more.

The Mono County ranchers are asking LADWP to divert more water away from streams and riparian habitats to send to meadows for grazing – this request is inconsistent with the California Department of Fish and Wildlife's approach to environmental protection and preservation. As you know, diverting less water for artificial irrigation to benefit the commercial ranchers could help restore natural flow patterns in the creeks and streams located within Long Valley, which could substantially benefit the fisheries and riparian habitat found along the waterways.

Secretary Laird

Page 2

July 06, 2018

Prior to approving new leases that exclude the provision of free irrigation water for commercial ranchers, LADWP will carefully evaluate any potential environmental impacts and will complete a full Environmental Impact Report that will solicit stakeholder input and engagement. LADWP will fully evaluate any impacts to the Sage Grouse habitat and ensure that those impacts are fully mitigated.

LADWP is currently diverting water to protect the Sage Grouse habitat, while simultaneously working with local environmental organizations to establish a working group. Our department is already underway in collaboration with Audubon California, Eastern Sierra Audubon, Eastern Sierra Land Trust, U.S. Fish and Wildlife, U.S. Bureau of Land Management, and California Fish and Wildlife in establishing a working group to ensure enough water is provided for Sage Grouse habitat. We expect that effort to kick off this month.

We would also like to address your comments about the 2015 Owens Gorge Settlement. The settlement was a significant success achieved over decades, and its implementation is being handled carefully and thoughtfully. LADWP is taking into consideration all potential environmental impacts but is unable to control every factor causing unavoidable delays. Regardless of these delays and when each project milestone is complete, LADWP has already achieved the agreed upon base flows and has implemented millions of dollars in facility upgrades. LADWP is set to complete all settlement-related projects by 2019.

LADWP Continues to Work with Mono County Commercial Ranchers in Light of Recent and Future Water Scarcity

As you are aware, LADWP owns approximately 62,000 acres of land within Mono County, the vast majority of which are open to the public for recreational enjoyment. Approximately 28,000 acres have also been previously leased by commercial ranchers for grazing. Decades ago, LADWP began offering free water to the commercial ranchers to flood irrigate the grazing lands when the department had more water than it could accommodate in the Los Angeles Aqueduct. At LADWP's sole discretion, free water has since been offered to the commercial ranchers on an ad hoc basis when supplies were available, but it was never a guarantee tied to their leases. The amounts have differed each year based on hydrological conditions and LADWP operational needs.

At the height of the drought, LADWP necessarily began to carefully assess the highest and best use for our supplies. Subsequently, in 2015 and 2016 LADWP offered 0 acre-feet and 4,400 acre-feet of irrigation water, respectively. LADWP notified the ranchers on May 1, 2018, shortly after this year's final runoff was calculated, that they would receive 4,200 acre-feet for this irrigation year, approximately the same number of acre-feet per acre of water provided in 2016 from similar runoff conditions. Lessees are provided this information at this time every year.

Since the leases expired in December 2013, the commercial ranchers have continued their operations on an expired, holdover status. LADWP management has recommended offering to renew their leases for another 20 years – providing them a first right of refusal offer versus taking the leases to a competitive bid or exploring alternate uses for the land. Those discussions started back in Fall of 2017. Those recommendations were combined with our notifying the commercial ranchers that Los Angeles no longer has surplus water and, therefore, there will no longer be a provision for free irrigation water – water that was never guaranteed in the first place. Further, that those lease provisions must be approved by the Board of Water and Power Commissioners and the Los Angeles City Council.

Today's Water Supply Practices must be Driven by California's Climate Reality and our Fiduciary Responsibility to Ratepayers

As California experiences a new climate reality and increasing cycles of drought, the City of Los Angeles now must re-evaluate how our precious and limited water resources are managed – driving innovations in conservation, sustainability, water use efficiency and local water supply projects is something we all must pursue.

To replace the free water provided to a handful of for-profit ranchers, LADWP would be required to buy more costly, and less reliable replacement water from the deteriorating Sacramento-San Joaquin River Delta. The amount of free water the commercial ranchers are demanding is enough to serve 50,000 Los Angeles families each year. LADWP would have to spend ~\$18 million to purchase the amount of water requested and the lost hydropower it generates while flowing through the Aqueduct.

A reminder, LADWP's primary mission is to deliver safe, reliable and cost-effective water to four million Los Angeles city residents and businesses. We simply can't subsidize free water to commercial ranchers over the interests of local Los Angeles residents. Ultimately, LADWP assesses all its water management practices through the lens of Los Angeles ratepayers – carefully balancing decisions in the best interests of working families and local businesses.

LADWP is Committed to Building a More Sustainable California

From Governor Brown's new long-term water conservation mandate to Mayor Garcetti's sustainability goals, no one is operating business as usual. We're all sharing in the responsibility and making changes to adjust to California's new climate reality and the associated volatility in our water supply.

Angelenos have risen to the challenge to conserve. Our city now uses the same amount of water today as 40 years ago, despite a population increase of more than one million people, and has one of the lowest per capita usage rates for large U.S. cities. The City of Los Angeles is currently on pace to further reduce our water use by 25% by 2035. So, we understand first hand that these changes can be difficult, but providing free water to flood irrigate ranch operations at the expense of LA ratepayers is no longer an option.

Secretary Laird

Page 4

July 06, 2018

However, the commercial ranchers have not stepped to the table with any adjustments in their farming practices. While water users around the state have learned to conserve, a handful of commercial ranchers in Mono County continue to demand more – which isn't realistic or possible. They do have additional options available, including buying water from other sources, leasing additional dry grazing lands or those that are naturally irrigated verses artificially irrigated, supplementing feed supplies locally, investing in more sustainable alternatives to flood irrigation until the new leases are approved, or scaling ranching operations to meet resource availability.

LADWP is committed to working collaboratively and building a productive relationship with Mono County, but we all need to be part of the solution. We each come to the table with our own unique needs, but together we can chart a positive path forward toward a more sustainable future.

Thank you for your interest. As the discussions with Mono County and the commercial ranchers evolve, we will continue to keep you appraised.

Sincerely,

A handwritten signature in black ink, appearing to read "Mel Levine". The signature is fluid and cursive, with the first name "Mel" being more prominent than the last name "Levine".

Mel Levine

President of the Board of Commissioners

Los Angeles Department of Water and Power

cc: Charlton Bonham, Director, California Department of Fish and Wildlife
Karen Ross, Secretary, California Department of Food and Agriculture
Fred Stump, Supervisor, Mono County District 2
Bob Gardner, Supervisor, Mono County District 3
John Peters, Supervisor, Mono County District 4
Stacy Corless, Supervisor, Mono Count District 5
Stacey Simon, County Counsel, Mono County



CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners
Mel Levine, President

William W. Funderburk Jr., Vice President

Jill Banks Barad

Christina E. Noonan

Aura Vasquez

Barbara E. Moschos, Secretary

David H. Wright, General Manager

July 9, 2018

Mr. Peter Pumphrey and Mr. Mike Lynes
Audubon California, Sacramento
400 Capitol Mall, Suite 1535
Sacramento, CA 95814

Subject: Los Angeles Department of Water and Power's Environmental Commitment to Mono County and the State of California

Dear Mr. Peter Pumphrey and Mr. Mike Lynes:

Thank you for your recent letter addressed to Mayor Garcetti regarding the Los Angeles Department of Water and Power's (LADWP) operations along the Los Angeles Aqueduct and in Mono County, specifically the status of commercial ranch leases and our evolving water management practices. We look forward to continuing this discussion during our initial Sage Grouse working group meeting next month. Additionally, we appreciate your time and commitment to working collaboratively through this results-focused group to ensure the Sage Grouse habitat remains protected. In the meantime, we would like to provide some context and clarifying information to help build a better foundation for our working group.

LADWP Will Continue to Provide Water for the Environment and Wildlife in Mono County and is Dedicated to Sustainable Practices

It is important to understand, LADWP is not de-watering Mono County and will continue to provide water to meet the county's environmental needs. LADWP places a high importance on environmental stewardship in all regions where it operates and maintains land, and Mono County is no exception. In fact, Los Angeles currently leaves more than half of its historical Los Angeles Aqueduct water supply in Mono and Inyo counties for environmental preservation.

The Mono County ranchers are asking LADWP to divert more water away from streams and riparian habitats to send to meadows for grazing – this request is inconsistent with the California Department of Fish and Wildlife's approach to environmental protection and preservation. As you may know, diverting less water for artificial irrigation to benefit a handful of commercial ranchers could help restore natural flow patterns in the creeks and streams located within Long Valley, which could substantially benefit the fisheries

Mr. Peter Pumphrey
Mr. Mike Lynes
Page 2
July 9, 2018

and riparian habitat found along the waterways. Prior to approving new ranching leases that exclude the provision of irrigation water, LADWP will carefully evaluate any potential environmental impacts and will complete a full Environmental Impact Report that will solicit stakeholder input and engagement.

LADWP is currently diverting water to protect the Sage Grouse habitat and will fully evaluate all impacts to ensure the habitat will continue to be protected in the future – a topic that we look forward to discussing with you upon the official launch of our working group later this month.

LADWP Continues to Work with Mono County Commercial Ranchers in Light of Recent and Future Water Scarcity

As you are aware, LADWP owns approximately 62,000 acres of land within Mono County, the vast majority of which are open to the public for recreational enjoyment. Approximately 28,000 acres have also been historically leased by commercial ranchers for grazing. Decades ago, LADWP began offering free water to the commercial ranchers to flood irrigate the grazing lands when the department had more water than it could accommodate in the Los Angeles Aqueduct. This free benefit was offered, on an ad hoc basis over the years, when supplies were available, but was never a guarantee tied to their leases. The amounts have differed each year based on hydrological conditions and LADWP operational needs.

At the height of the drought, LADWP necessarily began to carefully assess the highest and best use for our supplies. Subsequently, in 2015 and 2016 LADWP offered 0 acre-feet and 4,400 acre-feet of irrigation water, respectively. LADWP notified the ranchers on May 1, 2018, shortly after this year's final runoff was calculated, that they would receive 4,200 acre-feet for this irrigation year, approximately the same number of acre-feet per acre of water provided in 2016 from similar runoff conditions. Lessees are provided this information at this time every year.

Since the leases expired in December 2013, the commercial ranchers have continued their operations on an expired, holdover status. LADWP management has recommended offering to renew their leases for another 20 years - providing them a first right of refusal offer versus taking the leases to a competitive bid or exploring alternate uses for the land. Those discussions started back in Fall of 2017. Those recommendations were combined with our notifying the commercial ranchers that Los Angeles no longer has surplus water and, therefore, there will no longer be a provision for free irrigation water – water that was never guaranteed in the first place. Further, that those lease provisions must be approved by the Board of Water and Power Commissioners and the Los Angeles City Council.

Mr. Peter Pumphrey
Mr. Mike Lynes
Page 3
July 9, 2018

Please note, the free water LADWP has provided to commercial ranchers is separate and unrelated to the water LADWP continues to provide to protect the environment in Inyo and Mono counties.

Today's Water Supply Practices must be Driven by California's Climate Reality and our Fiduciary Responsibility to Ratepayers

As California experiences a new climate reality and increasing cycles of drought, the City of Los Angeles now must re-evaluate how our precious and limited water resources are managed – driving innovations in conservation, sustainability, water use efficiency and local water supply projects is something we all must pursue.

To replace the water provided free of charge to a handful of for-profit ranchers, LADWP would be required to buy more costly, and less reliable replacement water from the deteriorating Sacramento-San Joaquin River Delta. The amount of free water the commercial ranchers are demanding is enough to serve 50,000 Los Angeles families each year. LADWP would have to spend ~\$18 million to purchase the amount of water requested and the lost hydropower it generates while flowing through the Aqueduct.

LADWP's primary mission is to deliver safe, reliable and cost-effective water to four million Los Angeles city residents and businesses. We simply can't subsidize free water to commercial ranchers over the interests of local Los Angeles residents. Ultimately, LADWP assesses all its water management practices through the lens of Los Angeles ratepayers – carefully balancing decisions in the best interests of working families and local businesses.

LADWP is Committed to Building a More Sustainable California

From Governor Brown's new long-term water conservation mandate to Mayor Garcetti's sustainability goals, no one is operating business as usual. We're all sharing in the responsibility and making changes to adjust to California's new climate reality and the associated volatility in our water supply.

Angelenos have risen to the challenge to conserve. Our city now uses the same amount of water today as 40 years ago, despite a population increase of more than one million people, and has one of the lowest per capita usage rates for large U.S. cities. The City of Los Angeles is currently on pace to further reduce our water use by 25 percent by 2035. So, we understand first hand that these changes can be difficult, but providing free water to flood irrigate ranch operations at the expense of LA ratepayers is no longer an option.

While the rest of the state continues to heed calls to conserve, the commercial ranchers continue to demand more. They have not stepped to the table with any adjustments in

Mr. Peter Pumphrey
Mr. Mike Lynes
Page 4
July 9, 2018

their farming practices. However, the commercial cattle ranchers do have additional options available, including buying water from other sources, leasing additional dry grazing lands or those that are naturally irrigated verses artificially irrigated, supplementing feed supplies locally, investing in more sustainable alternatives to flood irrigation until the new leases are approved, or scaling ranching operations to meet resource availability.

LADWP is committed to working collaboratively and building a productive relationship with Mono County and its environmental interests, but we all need to be part of the solution. We each come to the table with our own unique needs, but together we can chart a positive path forward toward a more sustainable future.

Thank you for your interest on this issue. Again, we look forward to working together to ensure long-term protection of the Sage Grouse habitat. And as the discussions with Mono County and the commercial ranchers evolve, we will continue to keep you appraised.

Sincerely,



Mel Levine
President of the Board of Commissioners
Los Angeles Department of Water and Power

- c: Andrea Jones, Audubon California
John Laird, Secretary, California Natural Resources Agency
Charlton Bonham, Director, California Department of Fish and Wildlife
Karen Ross, Secretary, California Department of Food and Agriculture
Fred Stump, Supervisor, Mono County District 2
Bob Gardner, Supervisor, Mono County District 3
John Peters, Supervisor, Mono County District 4
Stacy Corless, Supervisor, Mono Count District 5
Stacey Simon, County Counsel, Mono County



Congress of the United States
House of Representatives
Washington, DC 20515-0529

July 26, 2018

Board of Supervisors
County of Mono
Attn: Shannon Kendall, Clerk of the Board
P.O. Box 715
Bridgeport, CA 93517

RE: LADWP's Future Water Management Practices – A Reflection of Our Shared Responsibility

Dear Honorable Supervisors,

As fellow elected officials, we are charged with representing our communities and finding common ground where possible when stakeholders have divergent interests. As representatives of Mono County, you have voiced concerns on behalf of your constituents regarding the Los Angeles Department of Water and Power's (LADWP) decision to discontinue providing free water supplies to commercial ranchers in your community.

Representing the voice of our Los Angeles constituents, we write to address your concerns and explain why continuing this practice does not reflect our new climate reality and no longer aligns with the best interests of Los Angeles families. Ultimately, we hope that your county can relate to the purposeful and thoughtful process behind this important, but necessary and responsible decision.

As you know, commercial ranchers in your community have historically leased land from LADWP for grazing. Decades ago, LADWP began offering free water to the commercial ranchers to flood irrigate the grazing lands when the department had more water than it could accommodate in the Los Angeles Aqueduct. At LADWP's discretion, free water has since been offered to the commercial ranchers on an ad hoc basis when supplies were available. It was never a guarantee tied to the leases. The amounts have differed each year based on hydrological conditions and LADWP operational needs.

Due to continued weather extremes that have affected all our communities, as well as half of the Los Angeles Aqueduct water supplies continuing to flow into Mono and Inyo counties for environmental purposes, Los Angeles no longer has that surplus water available to provide for free water to the commercial ranchers. LADWP management has recommended offering to renew the leases for another 20 years – providing the ranchers a first right of refusal offer versus taking the leases to a competitive bid or exploring alternate uses for the land.

In Los Angeles, we must ultimately assess all water management practices through the lens of Los Angeles ratepayers. LADWP's mission is to deliver safe, reliable and cost-effective water to four million Los Angeles city residents and businesses. If LADWP continued to provide free water to Mono County commercial ranchers, LADWP would have to spend approximately \$18 million to purchase the amount of water requested and the lost hydropower it generates – a cost burden of approximately \$30 for each family per year. We cannot ask that Los Angeles families pay for free water for the commercial ranchers.

As we have all experienced in our communities, California's water supply challenges are mounting and have shifted with a new climate reality. We collectively must examine how we use every drop of water, and we're proud of the progress that Southern California has made in conservation. Los Angeles ratepayers have risen to the challenge. Los Angeles now uses the same amount of water today as it did 40 years ago, despite a population increase of more than one million people, and has one of the lowest per capita usage rates for large U.S. cities. The city is currently on pace to further reduce its water use by 25% by 2035.

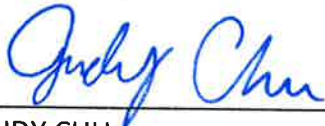
We place a high importance on environmental stewardship in all regions, and Mono County is no exception. The water LADWP has provided to commercial ranchers is separate and unrelated to the water LADWP continues to provide to serve the region's environment. LADWP is currently diverting water to protect the Sage Grouse habitat, while simultaneously working with local environmental organizations to ensure the habitat will continue to be protected in the future.

Faced with a new climate reality and diminishing water supplies, updating water management practices is a responsibility we must all bear as we strive for a sustainable future. We hope that we can forge a positive path forward for the public we serve.

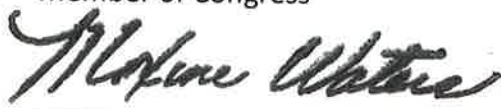
Sincerely,



TONY CÁRDENAS
Member of Congress



JUDY CHU
Member of Congress



MAXINE WATERS
Member of Congress



NANETTE DIAZ BARRAGÁN
Member of Congress



JIMMY GOMEZ
Member of Congress

CC: U.S. Senator Dianne Feinstein
U.S. Congressman Paul Cook
U.S. Congressman Jim Costa
Mayor Eric Garcetti
California State Senator Tom Berryhill
California State Senator Bob Hertzberg
California State Senator Jeff Stone
California State Senator Ben Allen
California State Senator Henry Stern
California State Assembly Speaker Anthony Rendon
California State Assemblymember Frank Bigelow
California State Assemblymember Eduardo Garcia
California State Assemblymember James Gallagher
California State Assemblymember Wendy Carillo
California State Assemblymember Laura Friedman
Secretary John Laird, California Natural Resources Agency
Director Charlton Bonham, California Department of Fish and Wildlife
Secretary Karen Ross, California Department of Food and Agriculture
Supervisor Fred Stump, Mono County District 2
Supervisor Bob Gardner, Mono County District 3
Supervisor John Peters, Mono County District 4
Supervisor Stacy Corless, Mono Count District 5
Stacey Simon, County Counsel, Mono County

Subject: LADWP De-Watering of Southern Mono County

Good day,

I just sent the following to the LADWP commissioners, the mayor of LA, and Councilmember Martinez:

"Please investigate more thoroughly the plan to de-water the more than 6,000 acres of wildlife habitat, native plants, and working ranch lands in the Crowley Lake, Hot Creek, Laurel Creek and Little Round Valley areas. Please re-evaluate the need to destroy nearly a century of cooperative planning and watershed management undertaken by the agencies, the ranchers, and the public. Please provide the science behind turning a wetlands water-holding area into a desert in the name of "water conservation". Please put more effort into researching ways to manage water needs and usage while maintaining the health of the wildlife and land of southern Mono County.

As a 40 year resident of Mono and Inyo Counties, I am well aware of the LADWP's battles in the region, and the work that has been done at Mono Lake and in Inyo County to mitigate the needs for water by the residents of Los Angeles. I am requesting that the LADWP enter into the same spirit of mitigation, planning and cooperative solutions for southern Mono County.

Your prompt reply is appreciated."

I would appreciate Mono County's continued involvement in the research and conversation with LADWP on this current plan to de-water those areas, and continued outreach to environmental organizations, scientists, and the public to more thoroughly investigate this issue.

Sincerely,
Vickie Taton

--

Vickie Taton
Mountain View Absentee Homeowners Service

760.914.0757
<http://mtnviewbusiness.com>

Taking good care of your mountain home when you can't be there.

STOP LOS ANGELES DWP FROM DRYING UP 6000 ACRES OF EASTERN SIERRA GRAZING AND WETLANDS



5,018 have signed. Let's get to 7,500!



S. Andregg signed 1 hour ago

Kacee Mahler signed 1 hour ago

I'm signing because... (optional)

Display my name and comment on this petition

Sign this petition

Rebecca Brinegar started this petition to Mayor of Los Angeles Eric Garcetti and 1 other

The LADWP plan to terminate irrigation on 6,400 acres in Long Valley (Crowley Lake) would stop 30,000 AF of water from being spread for cattle range and wildlife habitat (Bi-state sage grouse). The volume of this water would fill 65 Rose Bowls. This is an unconscionable act by the City of Los Angeles that undermines the multi-stakeholder agreement to manage the



timtollefson 1h



**@ladwp1 is dewatering
Long and Little Round
Valleys- Our home 🥲**



Send message





timtollefson 1h



What's at risk?

Increasing wildfire risk, destroying wetlands and riparian areas, devastating important habitats for sensitive species such as Sage Grouse, reversing more than 70 years of LADWP water management policy, and undermining the agricultural economy, heritage, and tradition of Mono and Inyo Counties.



Send message





timtollefon 1h



Is this just another Owens Valley water grab similar to the one that dried up Owens Lake and nearly destroyed Mono Lake?



Send message





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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

TIME REQUIRED

SUBJECT Closed Session -- Anticipated
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
7/23/2018 10:24 AM	County Administrative Office	Yes
7/26/2018 2:13 PM	County Counsel	Yes
7/23/2018 10:27 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

TIME REQUIRED

SUBJECT Afternoon Session

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Sheriff

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Ingrid Braun

SUBJECT Budget Allocation Transfer

AGENDA DESCRIPTION:

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

Request a budget allocation transfer of \$178,000 from the Jail Budget and appropriate \$172,000 from General Fund carryover to fund the Sheriff's Office anticipated excess appropriations of \$350,000 for Fiscal Year 2017-2018.

RECOMMENDED ACTION:

Approve transfer of \$178,000 in appropriations from the Jail Budget and \$172,000 from General Fund carryover to the Sheriff's Office budget for fiscal year 2017-2018 (requires 4/5ths vote of approval).

FISCAL IMPACT:

This request, after the transfer of funds from the Jail Budget, will reduce overall General Fund carryover balance by \$172,000.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-932-7549 / ibraun@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
7/27/2018 9:15 AM	County Administrative Office	Yes
7/27/2018 1:55 PM	County Counsel	Yes

8/1/2018 5:02 PM

Finance

Yes

MONO COUNTY
SHERIFF

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: July 10, 2018

Phillip West
Undersheriff

TO: The Honorable Board of Supervisors
FROM: Ingrid Braun, Sheriff-Coroner
SUBJECT: Sheriff Budget Fund Transfer Request

DISCUSSION:

The Sheriff's Office expenditures for Fiscal Year 2017-2018 will exceed budgeted appropriations by approximately \$350,000. The Jail expenditures for FY 2017-2018 will be under budget by approximately \$178,000. Together, the two Sheriff related budgets result in a funding shortfall of \$172,000.

For the Sheriff's Office Budget, the line items significantly overbudget include Overtime, Employee Benefits and Motor Pool. The Overtime spending was due mostly to employees cashing out accrued Compensatory Time-Off (CTO) balances and paying for On-Call personnel. The cashing out of CTO cannot be adequately anticipated or budgeted. The On-Call pay, while authorized in the Deputy Sheriffs' Association Memorandum of Understanding, was not budgeted. Employee Benefits is not a line item over which the Sheriff's Office has control. The Motor Pool spending is in line with the initial recommended amount from Public Works. However, that amount in the final approved FY 17-18 Budget was reduced by \$200,000.

RECOMMENDATION:

I request that the Board of Supervisors approve funding the Sheriff's Office excess appropriations of \$350,000 for Fiscal Year 2017-2018 by transferring Jail Budget savings of \$178,000 and funding the remaining \$172,000 from General Fund carryover balance.

FINANCIAL IMPACT:

If approved, this request, after the transfer of funds from the Jail Budget, will reduce overall General Fund carryover balance by \$172,000.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB' with a stylized flourish.

Ingrid Braun, Sheriff-Coroner



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Finance

TIME REQUIRED 10 minutes (5 minutes presentation, minutes discussion) **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher

SUBJECT Approve Contract with Price, Paige & Company for Audit Services

AGENDA DESCRIPTION:

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

Proposed contract with Price Paige & Company pertaining to audit services from August 1, 2018 to March 31, 2023, for a total amount not to exceed \$403,015.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Annual cost of this proposed contract ranges between \$78,700 to \$83,493 over a five year period, an increase of \$6,700 for the first year over costs incurred for similar audit services in FY 2017-2018. The first year cost is included in the FY 2018-2019 adopted budget. A portion of contract costs are reimbursable from state and federal grant programs under the County's indirect cost plan.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 916-798-8394 / jdutcher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Contract with Price Paige & Company for audit services
<input type="checkbox"/> Price Paige & Company proposal

History

Time	Who	Approval
7/24/2018 11:07 AM	County Administrative Office	Yes
7/25/2018 2:07 PM	County Counsel	Yes
7/27/2018 9:48 AM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM
Finance Director

Stephanie Butters
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

Date: August 7, 2018

To: Honorable Board of Supervisors

From: Finance: Janet Dutcher

Subject: Contract for audit services

Actions Requested:

Approve County entry into proposed contract with Price Paige & Company for audit services and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Background:

California Government Code requires Mono County to engage an independent audit firm to audit the following:

- Mono County Comprehensive Annual Financial Report (CAFR)
- Schedule of Expenditures from Federal Awards (Single Audit)
- GANN Limit (Appropriation Limit Calculation)
- Treasury Oversight Committee

Audited financial statements are also necessary if the County desires to issue bonds or obtain any other debt financing, or when a County department receives federal grant funds. The County has engaged Clifton Larsen Allen (formerly Gallina LLP, Bartig, Basler & Ray) for the past 19 years.

The role of the independent audit is to annually review County funds, balances, transactions and compliance requirements in accordance with:

- *Generally Accepted Auditing Standards*, as established by the Auditing Standards Board of the American Institute of Certified Public Accounts (AICPA);
- *Government Auditing Standards*, as established by the Comptroller General of the United States;
- The provisions of the Single Audit Act of 1996 (with amendments); and
- Title 2 United States Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.

Independent auditors also review, and sometimes audit, the County’s system of internal controls from which they report their observations about any significant deficiencies and consider recommendations for correcting any identified weaknesses.

Discussion:

The Government Finance Officers Association (GFOA) recommend state and local governmental entities utilize the competitive request-for-proposal (RFP) process to select their independent auditors at the end of the term of each audit contract. GFOA also recommend but do not mandate periodically rotating audit firms, depending on the availability of qualified audit firms and the County staff time involved to transition to new auditors. Auditor independence is enhanced by a policy requiring replacement of the independent auditor at the end of the audit contract.

On May 11, 2018, Finance initiated the RFP process by requesting proposals from nine firms. On June 1, 2018, Finance received five responsive proposals. The proposals were evaluated by a review committee consisting of the Finance Director, the Assistant Finance Director, one Finance staff person and the CAO. Proposals were evaluated using mandatory elements and technical requirements. Mandatory elements principally consist of independence, licensing, conflict of interest and external peer review. Technical requirements consist of such characteristics as relevant experience of the proposed audit team, references and experience with similar government engagements and understanding about the requested scope of services.

The evaluation committee disqualified one firm because of the mandatory elements. The County’s current audit firm, who has been engaged to audit the County for the past 19 years, was excluded using the GFOA recommendations described above to periodically rotate audit firms. The remaining firms’ proposals were further evaluated after contacting their references. The results of ranking the remaining proposers are as follows:

Price Paige & Company	302
Brown Armstrong	302
LSL, CPAs	259

The evaluation committee recommend selecting Price Paige & Company as the County’s next external audit firm because their qualifications and previous experience align best with the needs of the County. Price Paige & Company performs county audits similar in size to Mono County and their proposal includes considerable involvement of the engagement partner and manager.

The not-to-exceed fee is \$403,015 over five years as follows for fiscal years ending:

June 30, 2018	\$78,700
June 30, 2019	\$78,700
June 30, 2020	\$81,061
June 30, 2021	\$81,061
June 30, 2022	\$83,493

The audit fee for the fiscal year ending June 30, 2018 is \$6,700 higher than the fee paid to the County's existing external auditor to audit FY 2016-17. Increased cost is reasonable considering audit cover of the County's federal expenditures will double because of last year's two material weaknesses.

Fiscal Impact:

Annual cost of this proposed contract range between \$78,700 and \$83,493, over a five-year period, an increase of \$6,700 the first year over costs incurred for similar audit services in FY 2017-2018. The first-year cost is included in the FY 2018-2019 adopted budget. A portion of contract costs are reimbursable from state and federal grant programs under the County's indirect cost plan.

**AGREEMENT BETWEEN COUNTY OF MONO
AND PRICE PAIGE & COMPANY
FOR THE PROVISION OF PROFESSIONAL AUDIT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the professional audit services services of Price Paige & Company, of Clovis, California (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

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

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

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

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

2. TERM

The term of this Agreement shall be from August 1, 2018 ,to March 31, 2023, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$403,015, or `$Click here to enter text.` in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should 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.

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of 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, that is the result of Contractor's negligence.

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

8. WORKERS' COMPENSATION

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

9. INSURANCE

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

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$2,000,000.00 per claim or occurrence/ \$4,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for

at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “retro date” prior to the contract effective date, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

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

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

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

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

10. STATUS OF CONTRACTOR

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

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

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

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

If the 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 the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from 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 (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with 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.

21. SEVERABILITY

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

22. FUNDING LIMITATION

The ability of 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, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Janet Dutcher, CPA, CGFM
Finance Department, County of Mono
P.O. Box 556
Bridgeport, CA 93517

760-932-5494, jdutcher@mono.ca.gov

Contractor:

Fausto Hinojosa, CPA, CFE
Price Paige & Company
677 Scott Avenue
Clovis, CA 93612
559-299-9540, fausto@ppcpas.com

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By:  _____

Dated: _____

Dated: 7/25/18

Taxpayer's Identification or Social Security Number: 77-0203007

APPROVED AS TO FORM:



County Counsel

APPROVED BY RISK MANAGEMENT:



Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND PRICE PAIGE & COMPANY
FOR THE PROVISION OF PROFESSIONAL AUDIT SERVICES**

TERM:

FROM: August 1, 2018 TO: March 31, 2023

SCOPE OF WORK:

See May 29, 2018, Proposal for Professional Audit Services which is attached hereto and incorporated by this reference as if fully set forth herein.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND PRICE PAIGE & COMPANY
FOR THE PROVISION OF PROFESSIONAL AUDIT SERVICES**

TERM:

FROM: August 1, 2018 TO: March 31, 2023

SCHEDULE OF FEES:

See page 15 of Proposal for Professional Audit Services, dated May 29, 2018.

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

**PROPOSAL FOR
PROFESSIONAL AUDIT SERVICES**

FOR THE

**COUNTY OF MONO
CALIFORNIA**

**FOR THE YEARS ENDING
JUNE 30, 2018 THROUGH 2022**

Submitted
May 29, 2018

By

Fausto Hinojosa, CPA, CFE

Price Paige & Company
Accountancy Corporation

677 Scott Avenue

Clovis, California 93612

Phone: 559-299-9540

Fax: 559-299-2344

Email: fausto@ppcpas.com

Website: www.ppcpas.com

License No: 66479

COUNTY OF MONO

**PROPOSAL FOR PROFESSIONAL AUDIT SERVICES
FOR THE YEARS ENDING
JUNE 30, 2018 THROUGH 2022**

TABLE OF CONTENTS

	<u>PAGE</u>
LETTER OF TRANSMITTAL	1
FIRM HISTORY AND QUALIFICATIONS	2
SUMMARY OF THE AUDITORS' QUALIFICATIONS AND EXPERIENCE	5
RESUMES	6
CLIENT REFERENCES	10
SCOPE OF SERVICES	11
AUDIT APPROACH.....	12
SINGLE AUDIT APPROACH	14
COST PROPOSAL	15
EXHIBITS:	
EXHIBIT 1 – PEER REVIEW REPORT	17
EXHIBIT 2 – AICPA CERTIFICATE OF RECOGNITION	19



May 29, 2018

Ms. Janet Dutcher
Finance Director
County of Mono
P.O. Box 556
Bridgeport, California 93517

Dear Ms. Dutcher and Evaluation Team:

It is our pleasure to present our proposal to provide auditing services to the County of Mono, California (the "County") for the fiscal years ending June 30, 2018 through and 2022. When presented with viable alternatives, it is not always easy for entities such as the County to identify the accounting firm that can best meet their overall audit and accounting needs. Over the past twenty-five years, we have developed significant expertise in governmental audit and accounting. Our knowledge of the governmental environment and more specifically County operations allows us to develop more robust audit plans, which we believe have improved the quality of our audits.

Our audit professionals are highly qualified and have extensive experience and expertise in governmental auditing and accounting. The firm has been a member of the AICPA Government Audit Quality Center for several years and all of our auditors take a minimum of 80 hours of continuing professional education every two years specifically related to the auditing and accounting services we provide. This commitment to learning yields a direct benefit to the clients we work with. Additionally, our firm has a well-earned reputation for ensuring the audit not only gets done right but, just as importantly, on time. We are committed to communicating effectively to ensure that your questions are addressed comprehensively. As demonstrated by our resumes and considerable involvement by the audit partner and managers, we know that our firm has the resources, knowledge and expertise to meet and service the needs of the County. We can assure you that we fully understand the work to be performed and we wish to emphasize our commitment to meeting or exceeding all of your expectations. We are committed to providing these services in accordance with the County's required timelines. Additional information about our firm's audit department and services we offer may be found on our website at www.ppcpas.com.

I trust that this proposal will adequately summarize our approach to client service and identify those attributes which set our firm apart from others. We appreciate the opportunity to submit this proposal to serve you and would be pleased to furnish any additional information regarding our firm or answer any other specific questions or concerns you may have. I am the audit principal for our firm and I am authorized to make representations for the firm with regard to this proposal. I may be reached at (559) 299-9540 or via email at fausto@ppcpas.com.

Sincerely,

Fausto Hinojosa, CPA, CFE
Audit Principal
Price Paige & Company

677 Scott Avenue
Clovis, CA 93612
tel 559.299.9540
fax 559.299.2344

FIRM HISTORY AND QUALIFICATIONS

Established in 1976 and located in Clovis, California, Price Paige & Company consists of three owners (principals), Fausto Hinojosa, Mitchell Buckley, and Robert F. Price, each of whom is a Certified Public Accountant. The principals of the firm have over 80 years of combined experience in public accounting. Our firm is comprised of eleven CPAs and ten CPA candidates, as well as full and part-time accounting, bookkeeping and clerical staff. Over 50% of Price Paige & Company's practice is in auditing and attest services, primarily in the governmental and not-for-profit sectors. In addition, we provide services to many businesses in accounting, tax, and management consultation in all areas.

Price Paige & Company is recognized in the community and by our peers as experts in the areas of governmental and not-for-profit audit and accounting. Our proven commitment to excellence allows us to work with you in the most time and cost-effective manner possible. Our auditors are not seasonal; what we mean by this is that they are not "tax accountants" who perform audits in the "off-season". They are focused exclusively in providing audit services and they receive over 80 hours of continuing education every two years, specifically related to improving their audit skills. The experience of our team allows us to conduct very efficient and effective audits.

We currently provide audit or review services to more than 40 governmental agencies and approximately 35 not-for-profit organizations annually, many of which are federal single audits. The breadth and scope of single audits we have conducted is significant and we have experience auditing organizations with an excess of \$100 million dollars of federal funding.

It is our practice to assign a team of personnel from our firm to your account in order to provide the range of services you have requested. This team is generally kept abreast of any significant developments which arise through our normal association with you. The most important aspect of this approach is to provide continuity to the engagement. We understand that the audit process requires two-way communication and we accept our responsibility to listen and to deliver timely and effective solutions to the audit and accounting problems we encounter.

Mandatory Qualifications

The associates of Price Paige & Company are licensed Certified Public Accountants, certified by the California State Board of Accountancy (License # COR 3442). All team members assigned to the audit comply with the 80-hour continuing education requirements promulgated by *Government Auditing Standards*.

Independence

Our firm is independent with respect to the County of Mono as defined by the U.S. Government Accountability Office's *Government Auditing Standards*.

Conflict of Interest

Our firm's established policy is that we do not submit proposals for audit services if there is a known conflict of interest with the potential client. There are no current or potential conflicts of interest with anyone within the County of Mono.

Our firm has had no professional relationships with the County of Mono in the past five years.

External Peer Review

Our record of successful Peer Reviews and our Engagement Quality Control Review program serves as evidence of our commitment to meeting the standards of care and performance applicable to our audit practice and demonstrate the extra measures we take to ensure continued successful compliance with our client's expectations about our quality and competence.

Our Quality Control Review included a review of specific governmental engagements. For your consideration, a copy of our most recent Peer Review Report is presented as Exhibit 1 in this proposal. In addition, our firm was recently awarded the AICPA's Certificate of Recognition for demonstrating that we designed and complied with a system of quality control standards established by the AICPA (see Exhibit 2).

Price Paige & Company has never had any disciplinary actions taken nor are any pending with the Federal or State regulatory bodies or professional organizations. In addition, we are pleased to affirm that we have never had an unresolved dispute related to accounting or auditing matters that resulted in disengagements. We work closely with our clients to develop solutions that are consistent with the accounting rules and auditing standards.

We Conduct Peer Reviews

In addition to having successful peer reviews, Price Paige & Company also conducts peer reviews of other accounting firms. Essentially, we "audit" other Auditors to ensure auditing and accounting standards are being met. Being a peer reviewer requires us to understand the technical accounting rules, especially in a government environment. We leverage our experience as technical peer reviewers in our audit engagements so that we can perform effective and efficient audits making it much easier on our clients.

Proactive Rather than Reactive Approach to Client Service

A primary objective of our client engagements is to make positive contributions to our client's profitable operations, organizational efficiency and productivity. We work hard at anticipating problems and ensuring there are no surprises. We are creative and always present alternatives for your evaluation rather than insisting upon the "textbook solution". We use frequent meetings and our management recommendation letters as tools for communication with you.

We strive to maintain a continuous involvement with our clients rather than just an annual one. We ask clients to forward copies of their interim financial statements, we review minutes of meetings throughout the year, and we schedule meetings with clients outside of the normal "audit cycle" to stay abreast of changes that might impact the audit. We find this enables us to help our clients identify and solve problems on a timely basis and keeps us informed about their operations.

Smart Technologies

We use sophisticated data analysis software (IDEA) that allows us to perform specific fraud detection tests on large amounts of data, in some cases, testing 100% of the transaction population. Some of the specific tests we perform include duplicate payment tests, matching of employee and vendor addresses to identify potential conflicts, and review of purchase orders to identify potential bid splitting. We believe that our creative use of this value-added software tool allows us to perform more effective audits and gives our clients increased confidence in their financial reporting. We have successfully implemented this data analysis software and testing at Fresno Unified School District which is the fourth largest school district in the state with a budget in excess of \$800 million dollars.

All of our audit engagements are performed utilizing a paperless and digital approach. Our auditing software allows us to increase our efficiency and provide a streamlined workflow. Documents and files can easily be retrieved and forward them to our clients without the need for copying.

Value Added Services and Support

The role of auditors has evolved over time in response to client's needs. Our firm has made it a practice to be proactive with clients by providing value-added services, all of which are included as part of our audit engagement. Below are some of the value added benefits that we provide to our clients at no additional charge.

Consultation on Accounting Matters

We provide our clients with guidance on technical accounting matters. We encourage our clients to communicate with us regarding any technical accounting matter as it allows us to be proactive in the audit process. If the technical accounting questions are outside the scope of the audit or require significant research, we would communicate with management regarding the appropriate cost for their approval before proceeding with any additional services.

Client Training

We believe it is important to give our clients access to a full range of information to help them stay abreast of current accounting developments and financial reporting issues. As part of our client service program, we will periodically hold client training seminars and summary courses geared towards providing our clients an understanding of relevant issues. Training sessions that have been offered included understanding and mitigating the risk of fraud, reading and understanding governmental financial statements.

Other Services Offered by Our Firm

In addition to financial statement audits we also offer the following services to the government sector: Internal Control Review, Forensic Accounting, Fraud Investigation, Agreed-Upon Procedures, Financial Statement Review, Financial Statement Compilation and preparation of State Controller's Reports.

Additional Confirmations of Understanding

We will provide to the County management letters providing reasonable counseling and guidelines with respect to more acceptable and effective methods of accounting.

We will retain working papers for seven years following the completion of the audit.

Price Paige & Company is an equal opportunity employer. All employees are treated on their merits, without regard to race, age, sex, marital status or other factor not applicable to their position. Employees are valued according to how well they perform their duties, and their ability and enthusiasm to maintain the Firm's standards of service.

Price Paige & Company maintains comprehensive General Liability Coverage, as well as Errors and Omissions Insurance with a limit of at least \$3,000,000. All required certificates of insurance will be provided to the County's officials should our firm be the successful bidder.

Approach to Communication and Expectations of Our Clients

In order to meet and exceed your expectations, we are diligent about maintaining open communication throughout the entire engagement. In our experience, this results in a more effective engagement. Our approach depends on the timely response and assistance of the County. This cooperation will further ensure our work is completed in an efficient and cost-effective manner.

SUMMARY OF THE AUDITORS' QUALIFICATIONS AND EXPERIENCE

We have an outstanding team of professionals who have established themselves as qualified competent individuals. We can assure you that each of our auditors is experienced in governmental auditing, GASB accounting pronouncements and Single Audit requirements. Following is a brief overview of their experience. Detailed experience for each of these professionals is found on pages 6 through 9 of this proposal.

	<u>Years of Auditing/Accounting Experience</u>
Partner: Fausto Hinojosa, CPA, CFE	25
Manager: Josh Giosa, CPA	11
Supervisor: Luis Perez, CPA	9
Senior: Anthony Gonzales, CPA Candidate	3

Each of these professionals has been the lead auditor/accountant for various governmental, not-for-profit and consulting engagements. They have commendable work ethics and principles, as well as outstanding skills and abilities. Should any of the above members of our audit team become unavailable, we would provide another equally qualified individual from our firm.

In addition to the above-listed professionals, we have other audit staff with several years of governmental audit and accounting experience who may be assigned to your audit.

Continuity of Professional Staff and Succession Planning

Continuity of staff on engagements is as important to us as it is to our clients. Continuity promotes a thorough understanding of your needs and goals, and helps us help you. A smooth auditor transition will be accomplished as follows:

- ♦ **Communication** – We stress transparent communication from the very beginning of the engagement through the audit report delivery. We schedule a planning meeting with your staff to determine expectations, timing, and extent and availability of assistance. We provide a comprehensive PBC list for both interim and year-end fieldwork which includes due dates and responsible parties.
- ♦ **Experience** – Members of our engagement team are experienced auditors, very familiar with the operational, administrative, and accounting and compliance issues related to the municipal sector and the federal single audit in particular.
- ♦ **Quality** – The firm maintains a rigorous quality control review process that includes not only a detailed review by a quality control manager and engagement partner but also an Engagement Quality Control Review (EQCR) as defined by AICPA standards.
- ♦ **Audit Approach** – Our audit approach emphasizes effective up-front planning to identify issues for timely resolution.

RESUME

FAUSTO HINOJOSA

Certified Public Accountant
Certified Fraud Examiner
California License # 66479

Fausto is the Partner in charge of all audit and forensic consulting engagements for Price Paige & Company. His practice is limited to governmental and not-for-profit audit and accounting, fraud investigation and consulting, and litigation support services. Fausto serves as the Managing Partner for the Firm and is responsible for providing strategic leadership. He has worked professionally in the accounting field since graduating from California State University, Fresno in 1990. He became a Certified Public Accountant in 1994 and a shareholder with Price Paige & Company in 1997. He is a Certified Fraud Examiner and has investigated numerous allegations of fraud and has been designated a fraud expert in various legal proceedings.

After more than twenty-four years in the profession, Fausto has developed significant expertise specifically in the areas of audit risk assessment, governmental and not-for-profit auditing, fraud detection and prevention, federal/state grant compliance, and internal controls.

Fausto is the former Chair of the local Government Accounting and Auditing Committee for the California Society of CPA's and currently serves on the state committee. In addition, Fausto is a **reviewer for the Government Finance Officers Association "Certificate of Achievement for Excellence in Financial Reporting" program**. As the former Chair for the State Board of Accountancy Qualifications Committee, Fausto conducted audit workpaper reviews of CPA candidates in order to make licensure recommendations to the County.

Fausto is a former Adjunct Professor at Fresno Pacific University where he taught an upper division auditing course. He is a frequent lecturer to the California Society of CPA's and other professional organizations, business and civic groups on governmental and not-for-profit accounting and auditing, preventative fraud measures, and the unique audit requirements for federal award programs under the Single Audit Act.

Professional Organizations and Community Involvement

State Board of Accountancy Qualifications Committee – Past Chair
Fresno Chapter of California Society of CPA's – Past President
Association of Certified Fraud Examiners – Member
American Institute of Certified Public Accountants – Member
Government Accounting and Auditing Committee of the Fresno Chapter – Past Chair
State Government Accounting and Auditing Committee of the California Society of CPA's – Member
Government Finance Officers Association – CAFR Reviewer
Fresno Regional Foundation – Past Audit Committee Chair

RESUME

JOSHUA GIOSA
Certified Public Accountant
California License # 119801

Present Position

Manager

Education and Experience

Joshua began his accounting career at Price Paige & Company in January 2007 after graduating from California State University, Fresno. In June 2005, he received a Bachelor of Science in Business Administration with an option in Accountancy and became a Certified Public Accountant in 2013.

Joshua serves as the audit supervisor for most of the firm's municipalities and has performed and overseen substantial grant compliance work on both federal and state programs. Although his government auditing background dates back to 2007, since 2011 he has worked almost exclusively planning, performing, reviewing and compiling financial statements for municipalities. He has conducted several Single Audits and has prepared numerous municipality State Controller reports. Joshua has extensive knowledge in the implementation of GASB 68. He recently conducted a GASB 68 training course for firm personnel and has also trained and assisted numerous finance directors on GASB 68 implementation and financial statement presentation. His background also includes significant experience auditing not-for-profit entities and 401(k) pension plans. He has expertise in the use of IDEA data analysis software and has used this software to conduct fraud detection procedures as a part of the many municipal audits he supervises.

Community and Affiliations

Joshua is a member of the American Institute of Certified Public Accountants, the California Society of CPAs and the Government Finance Officers Association. He is currently serving on the Board of Directors as the Treasurer for Big Brothers Big Sisters of Central California, North Fresno Rotary Endowment, and Bullard Youth Softball League. He was formerly on the Board of Directors as the Treasurer for Fresno's Rotary Storyland/Playland. Joshua is also an honorary member of the North Fresno Rotary Club.

Continuing Education

Joshua is in compliance with the continuing education requirements of the AICPA and Government Auditing Standards. Recently attended courses include: *Avoiding Problems in Conducting Single Audits; Financial Statement, Tax and Government Fraud; Interpreting the Yellow Book; Intermediate Governmental Accounting; The GASB's Pension Standards Parts II: Considerations for Agent Plans and Participating Employers; Putting to Rest Governmental "Urban Legends"; and the Continued Complexities of Auditing Governmental Pension Plans and Participating Employees.*

RESUME

LUIS PEREZ

Certified Public Accountant
California License # 123419

Present Position

Audit Supervisor

Education and Experience

Luis began his accounting career in 2006 after receiving a Bachelor of Science in Business Administration with an emphasis in Accounting from California State University, Fresno in 2006.

Prior to joining Price Paige & Company, Luis served as an Accounting Director and Fiscal Manager for two local not-for-profit organizations in Fresno. His duties included cash management, monthly financial closings, financial reporting, account reconciliation and analysis. In addition, he prepared forecasts and projections on annual budgets and cash flows and was entrusted with the supervision of fiscal management.

Luis has overseen the examination of financial records and has compiled financial statements in accordance with GAAP. Since joining our audit team, he has been the in-charge auditor for various audit projects for governmental, not-for-profit, and commercial organizations which are performed in accordance with GAAP and the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and OMB Uniform Guidance 2 CFR 200 Subpart F. For the past two years, Luis has served as the In-Charge Auditor for the firms county clients.

Community and Affiliations

Luis is a member of the American Institute of Certified Public Accountants, the California Society of CPAs and the Government Finance Officers Association.

Continuing Education

Luis is maintaining continuing professional education requirements to meet current standards of the Government Accountability Office of the United States of America. Continuing professional education courses and seminars recently attended include: *Professional Conduct and Ethics: Anticipating and Preventing and Ethical Crisis*; *Not-for-Profit Organizations: Accounting and Auditing Principles, GASB 68 and 71: New Pension Standards; Documentation Requirements, Design and Reviewing; Audit Documentation and Workpaper Review; Audit Workpapers: Fieldwork Standards; Cash Flows (FASB AC 230); Audit Sampling; Accounting and Auditing with Excel; and Preparing a CAFR.*

RESUME

ANTHONY GONZALES

CPA Candidate

Present Position

Audit Senior

Education and Experience

Anthony began his accounting career at Price Paige & Company in January 2015 after graduating from California State University, Fresno. In December 2014, he received a Bachelor of Science in Business Administration with an option in Accountancy. He has passed two parts of the CPA exam and is scheduled to sit for the remaining two.

Anthony has been a staff auditor for numerous governmental and not-for-profit audits, which include single audit compliance, State Controller's reports, and preparing financial statements that comply with Yellow Book and required GASB standards. In addition, Anthony has been the in-charge auditor for numerous employee benefit plan audits that comply with the Employee Retirement Income Security Act (ERISA), and has been the lead auditor for various municipalities and special districts. His background includes governmental, not-for-profit entities, which are performed in accordance with GAAP and the Single Audits in accordance with OMB Uniform Guidance 2 CFR 200 Subpart F.

Community and Affiliations

Anthony is a member of the American Institute of Certified Public Accountants and the California Society of CPAs.

Continuing Education

Anthony complies with the continuing education requirements of the AICPA and *Government Auditing Standards*. Recently attended courses include: *Audit Watch University Level 3, In-Charge; Accounting Standards Update: Clarified Risk Assessment Standards; Accounting for Pensions; Accounting Update 2016; Government Accounting Principles; Cash Flows and Functional Expenses; Non-Profit, Net assets and endowments; and Government Accounting Standards Board Statement Number 54: Fund Balance and the Governmental Fund.*

CLIENT REFERENCES

After evaluating our relevant experience, we are certain you will agree that Price Paige and Company is qualified to serve you. We have been successfully performing audit engagements since 1976. Since then, we have continued to build on our reputation as a well-respected firm throughout the Central Valley, with the qualifications and experience necessary to provide unequalled performance. Following is a list of some of our audit clients and our primary contact for each:

Reference Name: County of Lassen
Contact: Diana Wemple, Auditor
Address: 221 S. Roop Street, Suite 1, Susanville, CA 96130
Phone: (530) 251-8233
Email: Dwemple@co.lassen.ca.us
Service Provided: Financial Statement Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2013 through present
Approximate Hours: 649

Reference Name: County of Alpine
Contact: Carol McElroy, CAO/Director of Finance
Address: P.O. Box 266, Markleeville, CA 96120
Phone: (530) 694-2284
Email: cmcelroy@alpinecountyca.gov
Service Provided: Financial Statement Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2014 through present
Approximate Hours: 408

Reference Name: County of Madera
Contact: Elaine Ko, Chief Accountant Auditor
Address: 200 West 4th Street, 2nd Floor, Madera, CA 93637
Phone: (559) 662-6180 x 2477
Email: elaine.ko@co.madera.ca.gov
Service Provided: Accounting Consulting Services – Year-End Closing Consulting
Dates: June 30, 2014 through 2016
Approximate Hours: 461

Reference Name: County of Fresno
Contact: Oscar Garcia, CPA, Auditor-Controller
Address: P.O. Box 1192, Fresno, CA 93715
Phone: (559) 600-2769
Email: ogarcia@co.fresno.ca.us
Service Provided: CAFR & Single Audit from 2006 through 2012; Various County Agency Audits
Dates: June 30, 2012 through 2017
Approximate Hours: 1,273

Reference Name: City of Los Banos
Contact: Sonya Williams, Finance Director
Address: 520 J Street, Los Banos, CA 93635
Phone: (209) 827-7000
Email: sonya.williams@losbanos.org
Service Provided: CAFR Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2014 through present
Approximate Hours: 319

SCOPE OF SERVICES

As our experience indicates, we clearly understand the scope of services to be provided. You can be assured that we will design a specific service approach to ensure compliance with all applicable standards and ensure that the County receives high quality, efficient and effective service.

Standards to be Followed

The financial and compliance audits will be performed in accordance with the following auditing standards:

- ♦ Generally Accepted Auditing Standards (AICPA)
- ♦ *Government Auditing Standards* (U.S. Comptroller General)
- ♦ Provisions of the Single Audit Act Amendments of 1996 (Single Audit)
- ♦ OMB Uniform Guidance Title 2 U.S. Code of Federal Regulations Part 200
- ♦ All other applicable federal, state and local laws and regulations

Services to be Performed

The following services will be provided for the County of Mono for each respective year.

1. We will audit the books and records of the County of Mono and issue a report on the fair presentation of the annual financial statements in conformity with accounting principles generally accepted in the United States of America.
2. We will issue single audit reports on compliance with requirements that could have a direct and material effect on each major program and internal control over compliance in accordance with OMB Uniform Guidance 2 CFR Part 200. We will also prepare the related Data Collection Forms for Reporting on Audits of States, Local Governments and Non-Profit Organizations (Form SF-SAC).

We will issue an "in-relation-to" report on the schedule of expenditures of federal awards based on the auditing procedures applied during the audit of the financial statements.

3. We will perform the required Agreed-Upon Procedures pertaining to the County's GANN Limit (Article XIII B annual review of appropriations limit calculations) and annually issue our report to the County regarding compliance.
4. We will perform a compliance audit of the County's Treasury Oversight Committee (in compliance with Government Code Article 6, Sections 27130-27137) and annually issue our report to the Oversight Committee regarding compliance
5. We may provide management letters that would include findings observations, opinions, comments and/or recommendations with regard to systems of internal control, accounting systems compliance with laws, rules and regulations, or any other matters that may come to our attention during the course of the examination.
6. We will prepare a written communication to the audit committee which will include the following information: (1) auditor's responsibility under generally accepted auditing standards; (2) significant accounting policies; (3) management judgments and accounting estimates; (4) significant audit adjustments; (5) disagreements with management; (6) management consultation with other accountants; (7) difficulties encountered in performing the audit.

AUDIT APPROACH

Planning and Interim Fieldwork (August-September)

Our preliminary audit procedures will consist of the following:

- ◆ Communicate with the predecessor audit firm and review prior year work papers.
- ◆ Provide a list of all audit schedules to be prepared by the County.
- ◆ Provide a detailed audit plan for the County.
- ◆ Internal Controls:
 - Read County policy and procedure manuals to obtain a general understanding of internal control systems for all significant transaction classes, account balances, financial close process and financial statement preparation process. Perform necessary follow-up inquiries to obtain specific understanding of control procedures in place.
 - Perform walk-throughs of key controls to evaluate whether they are properly designed and have been placed in operation. Walk-through procedures include inquiries, inspection of documents, re-performance and observation.
 - Systems typically tested include: payroll disbursements/accounts payable; property tax assessment, billing and collection; other governmental revenues/receipts; grant accounting and compliance; capital asset additions/dispositions and depreciation; long-term debt; equity; general ledger closing process.
- ◆ Perform a computer control evaluation.
- ◆ Perform preliminary analytical review of account balances.
- ◆ Use sophisticated data analysis software (IDEA) to efficiently identify anomalies and unusual transactions for further review.
- ◆ Read minutes, contracts, contract agreements and investment policies to identify significant compliance requirements.
- ◆ Prepare risk-based tailored audit programs and a client assistance package.
- ◆ Make specific inquiries of management and other personnel regarding fraud.
- ◆ Perform tests of controls for significant accounting systems (sample sizes will vary based on assessed risks).
- ◆ Perform tests of compliance with laws and regulations (sample sizes will vary based on assessed risks).

Fieldwork – Year-End (October-November)

Based on the results of our planning and risk assessment procedures, we will focus our audit efforts in those areas where the risk of material error or fraud is greatest. Our approach is to identify the most effective and efficient procedures based on inherent and control risk. These procedures may include any of the following for the various account balances and transaction cycles:

- ◆ Analytical procedures: if used as the principal substantive test of a significant financial statement assertion, we will document –
 - the expectation and the factors considered in its development.
 - the results of the comparison between the expectation and recorded amounts.
 - any additional procedures performed in response to significant unexpected differences and the results of those procedures.

- ◆ Tests of details -
 - Test significant journal entries for propriety and authorization.
 - Trace significant operating, capital and debt service expenditures to source documents.
 - Vouch asset balances to detailed records and schedules.
 - Test individual debt transactions for propriety and proper presentation and disclosure in the financial statements.
 - Perform compliance tests related to grant restrictions.
 - Confirm balances with third parties, including banks and/or other lenders.
 - Trace cash receipts to supporting documents including bank statements.
 - Test both the methodology and the accounting for indirect cost allocations, if applicable.
 - Respond to specific fraud risks identified with further substantive tests of details or analytical procedures.
 - Perform observation procedures for significant fixed asset additions.
 - Perform a search for unrecorded liabilities.
 - Propose adjusting journal entries as necessary and provide to finance staff.

Reporting

During the reporting phase, we will:

- ◆ Perform and document final analytical procedures on the financial statements.
- ◆ Review draft financial statements and supplemental schedules in accordance with GAAP and discuss with finance staff. (December)
- ◆ Prepare independent Auditor's report and other reports required by *Government Auditing Standards* and OMB Uniform guidance 2 CFR 200 Subpart F.
- ◆ Obtain required representations from management and legal counsel.
- ◆ Discuss internal control and program compliance observations and recommendations.
- ◆ Conduct exit conference with the finance staff to review financial statements and review findings.
- ◆ Resolve all outstanding issues.
- ◆ Issue independent auditor's reports and single audit report. (January)

SINGLE AUDIT APPROACH

Our Firm's approach to the Single Audit requirements, as specified in the Single Audit Act and OMB Uniform Guidance 2 CFR 200 Subpart F, are as follows:

Objectives

The objectives of the Single Audit are to determine the following:

- ♦ the financial statements of the reporting entity are presented in accordance with GAAP.
- ♦ the reporting entities internal control systems provide reasonable assurance that it is managing Federal financial assistance programs in compliance with applicable laws and regulations.
- ♦ the reporting entity has complied with laws and regulations that have a material effect on the financial statements and on each major Federal assistance program.

Procedures

- ♦ Identify major and non-major programs and assess inherent and control risks.
- ♦ Perform substantive tests of compliance and tests of internal control over compliance for all major programs as required by the OMB Uniform Guidance 2 CFR 200 Subpart F.
- ♦ Sample sizes will adhere to the guidance found in the sampling chapter of the, "AICPA Audit Guide, *Government Auditing Standards* and Uniform Guidance Audits".

Reports

The following reports relating to Federal assistance programs will be issued:

- ♦ Report on supplementary Schedule of Expenditures of Federal Awards. The schedule presents total expenditures for each program.
- ♦ Report on internal controls used in administering Federal financial assistance programs.
- ♦ Report on compliance with laws and regulations, identifying all findings of noncompliance and questioned costs, and expressing an opinion and other assurances on compliance.
- ♦ Report on fraud, abuse, or illegal acts, or indications of such acts, if discovered.

COST PROPOSAL

All of the requested fee information is based upon our current understanding of the work to be performed. Our total all-inclusive maximum fees are summarized in the schedule below.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

Services	Hours	FYE 2018	FYE 2019	FY 2020	FY 2021	FY 2022
		Total \$	Total \$	Total \$	Total \$	Total \$
County Audit	390	\$ 54,600	\$ 54,600	\$ 56,238	\$ 56,238	\$ 57,925
Single Audit	100	14,000	14,000	14,420	14,420	14,853
Agreed-Upon Procedures GANN Limit	4	560	560	577	577	594
Agreed-Upon Procedures Treasury Oversight Committee	36	5,040	5,040	5,191	5,191	5,347
Out-of-Pocket Expenses (meals, lodging, travel)		4,500	4,500	4,635	4,635	4,774
Total all-inclusive maximum price		\$ 78,700	\$ 78,700	\$ 81,061	\$ 81,061	\$ 83,493

Auditor's Standard/Quoted Hourly Billing Rates

	2017/18	2018/19	2019/20	2020/21	2021/22
Partner	275	275	283	292	300
Manager	160	160	165	170	175
Senior Staff	135	135	139	143	148
Staff	110	110	113	117	120
Support Staff	70	70	72	74	76

In the event disclosures related to the scope of the engagement indicate extraordinary circumstances, which warrant more intensive and detailed services, we will provide all pertinent facts relative to the extraordinary circumstances, together with our fee basis for such additional services. This will be set forth in an addendum to the contract between the County of Mono and our firm.

This proposal is based on the current audit scope, and is made with the assumption that the County's books and records will be in a reasonably balanced condition and reconciled at the start of the audit and that the representations made to us during this proposal process will remain effective throughout our engagement. Our fees are based on the assumption that the single audit will include up to three major programs, in accordance with the Uniform Guidance.

THIS PAGE IS LEFT BLANK INTENTIONALLY.

EXHIBIT 1

PEER REVIEW REPORT

McGILLOWAY, RAY, BROWN & KAUFMAN

Accountants & Consultants

2511 Garden Road, Suite A180
Monterey, CA 93940-5301
831-373-3337
Fax 831-373-3437

379 West Market Street
Salinas, CA 93901
831-424-2737
Fax 831-424-7936

System Review Report

July 31, 2015

To the Partners of Price, Paige & Company A C
and the Peer Review Committee of the California Society of CPAs.

We have reviewed the system of quality control for the accounting and auditing practice of Price, Paige & Company A C in effect for the year ended April 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and an audit of an employee benefit plan.

In our opinion, the system of quality control for the accounting and auditing practice of Price, Paige & Company A C in effect for the year ended April 30, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Price, Paige & Company A C has received a peer review rating of *pass*.

McGilloway, Ray, Brown & Kaufman

McGilloway, Ray, Brown & Kaufman

*Daniel M. McGilloway, Jr., CPA, CVA, Gerald C. Ray, CPA, Clyde W. Brown, CPA, Patricia M. Kaufman, CPA,
Larry W. Rollins, CPA*

*Sarita C. Shannon, CPA, Whitney Ernest, CPA, Devvyn MacBeth, CPA,
Jesus Montemayor, CPA, Simriti Shrestha, CPA, Wei Ding, CPA*

THIS PAGE IS LEFT BLANK INTENTIONALLY.

EXHIBIT 2

AICPA CERTIFICATE OF RECOGNITION



**American Institute of
Certified Public Accountants**

Private Companies Practice Section (PCPS) is proud to present this

Certificate of Recognition to

Price Paige & Company AC

For demonstrating that your firm designed and complied with a system of the quality control standards established by the AICPA during the period 05/01/2014 to 04/30/2015.




Joel C. Olbricht, CPA, CGMA, Chair
PCPS Executive Committee



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: CAO

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Tony Dublino

SUBJECT Approval of Contract with Roebbelen Construction for the Design-Build Construction of a Civic Center on the McFlex Property

AGENDA DESCRIPTION:

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

Proposed contract with Roebbelen Contracting, pertaining to the Design-Build of a Mono County Civic Center building in Mammoth Lakes.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The total contract limit is \$20,500,000. Funds are to be issued through Certificates of Participation. Debt service and operating costs are projected to be largely offset by existing lease and operating costs.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5415 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Contract
<input type="checkbox"/> General Conditions
<input type="checkbox"/> Criteria Documents
<input type="checkbox"/> Request for Proposals 2.26.18
<input type="checkbox"/> Addendums

[Contractor Proposal](#)

[Contractor Proposal Attachment 3](#)

History

Time	Who	Approval
8/2/2018 4:46 PM	County Administrative Office	Yes
8/2/2018 5:09 PM	County Counsel	Yes
8/2/2018 11:19 AM	Finance	Yes



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

Date: August 7, 2018
To: Honorable Board of Supervisors
From: Tony Dublino, Assistant CAO
Subject: Proposed contract with Roebbelen Contracting of El Dorado Hills, pertaining to the Design-Build of a Mono County Civic Center building in Mammoth Lakes.

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

Fiscal Impact: The total contract limit is \$20,500,000. Funds are to be issued through Certificates of Participation. Debt service and operating costs are projected to be largely offset by existing lease and operating costs.

Discussion: Since early 2016, the County has been researching long-term options for space to provide County services within the Town of Mammoth Lakes. The considerations before the Board were between leasing existing office space, purchasing an existing office building suitable for County operations, or the construction of a new facility. Following the research and consideration of numerous alternatives, on June 5th, 2018, the Board directed staff to pursue the construction of a County Civic Center building on the Mammoth Community Federal Land Exchange (McFlex) property, near the new Mono Superior Court, Mammoth Lakes Police Station, and Mammoth Hospital.

This direction relied in part on proposals the County received in response to a Design-Build Request for Qualifications and subsequent Design-Build Request for Proposals issued in November 2017, and February 2018 respectively.

The proposals were reviewed by an evaluation committee that identified the preferred Design-Build Entity as Roebbelen Contracting of El Dorado Hills, CA who teamed with the design firm Nacht and Lewis of Sacramento, CA.

The contract before the Board today is the result of final negotiations between the County and the Design-Build Team. The contract total is \$20,500,000. The Certificates of Participation that will fund this project have yet to be issued, but it is imperative the contract move forward as quickly as possible to preserve the aggressive scheduling goals for construction. The contract includes language that allows for the cancellation of the contract, should the Certificates of Participation fail to materialize.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,

Tony Dublino
Assistant CAO

DESIGN-BUILD CONTRACT
BETWEEN COUNTY AND DESIGN-BUILDER

THIS DESIGN-BUILD CONTRACT BETWEEN COUNTY AND DESIGN-BUILDER (“Design-Build Contract”) is entered into on this 7th day of August, 2018, by and between the County of Mono, a political subdivision of the State of California (“County”) and Roebbelen Contracting, Inc. (“Design-Builder”), for the Mono County Civic Center in Mammoth Lakes (“Project”).

ARTICLE 1
DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

ARTICLE 2
THE WORK

2.1 SCOPE OF WORK

Design-Builder shall execute and perform the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of County or other Project Team members retained by County.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Design-Builder’s other obligations under the Contract Documents, Design-Builder shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

2.2.1 comply with the requirements of the Contract Documents;

2.2.2 comply with Applicable Laws;

2.2.3 conform to the standard of care applicable to those who provide design-build project services and construction of the type called for by this Design-Build Contract for projects of a scope and complexity that is comparable to the Project so as to complete the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Sum and Contract Time; and

2.2.4 furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work.

ARTICLE 3 CONTRACT TIME

3.1 DATES OF COMMENCEMENT

The Contract Time for completion of the design portion of the Work shall be measured from the Date of Notice to Proceed with Design. The Contract Time for Substantial completion of the construction portion of the work shall be measured from the Date of Notice to Proceed for Construction.

3.2 NOTICES TO PROCEED

The design portion of the Work shall not commence prior to the date fixed in the Notice to Proceed with Design. No physical construction at the Site shall proceed prior to the date fixed in the Notice to Proceed with Construction.

This Project will be delivered using a target value design approach. Only upon written approval of the current Design Phase by the County and/or Project Manager and reconciliation with the target cost of the work, may the Design-Builder proceed to construction. Design-Builder is to organize and work in such a fashion as to meet the target cost. If the project expected costs trend above the target cost, the Design-Builder will need to perform such efforts as necessary to meet the program requirements within the project target cost.

3.3 CONTRACT TIME

3.3.1 Design. Within ten (10) days after notification of award, the Design-Builder shall prepare and submit a Design-Build Schedule for the design portions of the Work, both in hard copy and electronically, for the County's information and Project Manager's approval. The Contract Time for completion of the design shall not exceed 450 calendar days from Notice to Proceed with Design. Upon County approval of the design phase schedule and Notice to Proceed with Design, the Design-Builder shall proceed with the design of the Project according to the approved schedule. The design schedule shall include a program verification phase, schematic design phase, design development phase, construction document phases, and purchasing and installation phases. The Design-Build Schedule shall in all respects conform to and be consistent with the time requirements for the Project set forth in the RFP Documents.

3.3.2 Construction. Within thirty (30) days after design submittal to County, the Design-Builder shall prepare and submit a Design-Build Schedule for the construction portions of the Work, both in hard copy and electronically, for the County's information and Project Manager's approval. The proposed time for Substantial Completion of construction set forth in a Design-Build Proposal shall not exceed 448 calendar days from the date of Notice to Proceed with Construction. Upon County approval of the construction schedule and Notice to Proceed with Construction, the Design-Builder shall proceed with the construction of the project according to the approved schedule. The construction schedule shall include a construction phase, commissioning phase, and close out phase. Design-Builder shall achieve Final Completion of the entire Work not later than thirty (30) Days after the occurrence of Substantial Completion. The Design-Build Schedule shall in all respects conform to and be consistent with the time requirements for the Project set forth in the RFP Documents.

3.4 LIQUIDATED DAMAGES TO COUNTY

3.4.1 County Right. The County and the Design-Builder acknowledge and agree that if the Design-Builder fails to Substantially Complete the Work within the Contract Time, the County will suffer substantial Losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those Losses and not a penalty, to the payment by Design-Builder of liquidated damages pursuant to this Section 3.4.

3.4.2 Daily Rate. If the Design-Builder fails to complete the design submittal to County within the milestone date called out in the RFP, the Design-Builder shall pay the County as liquidated damages the amount of One Thousand Dollars (\$1000.00) per day. If the Design-Builder fails to achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, the Design-Builder shall pay the County as liquidated damages the amount of Fifty Thousand Dollars (\$50,000.00) for each Calendar Month (or portion thereof) occurring after the expiration of the Contract Time for Substantial Completion, until the Design-Builder achieves Substantial Completion of the entire Work.

3.4.3 Extensions of Time. Liquidated damages shall not be charged to Contractor for Delays to Substantial Completion for which the Contractor is entitled under the Contract Documents to receive an adjustment of the Contract Time for Substantial Completion.

3.4.4 Partial Completion. Liquidated damages shall not be reduced or apportioned for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work.

3.4.5 Remedies. County may deduct such liquidated damages as are payable hereunder from money due or to become due to the Design-Builder, or pursue any other legal remedy to collect such liquidated damages from the Design-Builder and/or its Surety.

3.4.6 Not a Limitation. County's rights under this Section 3.4 shall not be interpreted as precluding or limiting: (1) any right or remedy of County in the event of an Event of Design-Builder Default other than a failure to Substantially Complete the Work within the Contract Time; or (2) County's right to order an acceleration, at Design-Builder's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages.

3.4.7 Daily Rate for Compensable Delay. The rate paid to be paid to Design-Builder for each Day for which Design-Builder is entitled under the Contract Documents to an adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto for Allowable Markup thereon is subject to negotiation between the County and the Design-Builder and shall be \$1,800 per calendar day.

3.5 EARLY COMPLETION INCENTIVES

3.5.1. Dates and Amounts. There shall be an early completion incentive as set forth in this Section 3.5.1. If the Desired Substantial Completion Date of February 1, 2020 is achieved, then an early completion incentive will be available and paid to the Design-Builder according to the schedule provided in the table below to the extent that there remains funds in the County's contingency budget for the Project. Under no circumstances, shall the Design-Builder be paid or owed an early completion incentive after March 31, 2020. See the table below for how the early completion incentive is earned.

Project Substantial Completion	Early Completion Incentive
Before October 1, 2019	\$300,000.00
Between October 1, 2019 and January 31, 2020	\$240,000.00
Between February 1 and February 29, 2020	\$160,000.00
Between March 1 and March 31, 2020	\$80,000.00

3.5.2 Payment by County. A Change Order or Unilateral Change Order for an adjustment to the Contract Sum for the daily rate permitted by Section 3.4.6 shall be executed following, and not before, actual Substantial Completion and prior to Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment permitted elsewhere in the Contract Documents or under Applicable Laws, amounts due to the Design-Builder pursuant to Section 3.4.6 shall be payable as part of, and not prior to the due date for, Final Payment to Design-Builder.

3.5.3 Deleted Work. In the event of Deleted Work results in a shortening of the Contract Time, the Contract Sum shall be reduced by an amount calculated as the product of (1) by the number of Days in the period of shortening, multiplied by (2) the daily rate stated in this Section 3.4.7.

ARTICLE 4 CONTRACT SUM

4.1 CONTRACT SUM

4.1.1 Total Compensation. County shall pay the Design-Builder in current funds for the Design-Builder's complete performance of the Work in accordance with the Contract Documents. The actual Contract Sum will be

negotiated as a Guaranteed Maximum Price (GMP), established at the completion of the Construction Document design phase. The Design-Builder shall provide draft GMP for the partnering subcontractors and estimates for bidding trades to County within thirty (30) days after document submission to County. In no event, however, shall this negotiated GMP price be greater than \$20,500,000.00.

4.1.2 Guaranteed Maximum Price Components. The Guaranteed Maximum Price (GMP) shall consist of the following components: 1) Pre-Construction Costs, including Design Fee, and Pre-Construction Service Fee; 2) Construction Costs, including General Conditions and Direct Cost of the Work; 3) Bonds; 4) Insurance; 5) Overhead and Profit; 6) Contingency (4% of estimated construction costs); and 7) any allowances the County prescribes for the contract. These components will be incorporated into the Total Compensation as stipulated in Section 4.1.1, above.

4.1.3 Phasing of GMP. The GMP can be established in up to three (3) phases, for example:

- Phase 1: GMP and Notice to Proceed for sitework and grading;
- Phase 2: GMP and Notice to Proceed for foundation and core and shell; and
- Phase 3: GMP and Notice to Proceed for all remaining work.

The Design-Builder may complete the components of the Work specified above in different GMP phases upon written approval of the County.

4.1.3 Design Fee, Pre-Construction Service Fee, and General Conditions Fee. The Design Fee, Pre-Construction Service Fee and General Conditions Fee shall consist of the fees submitted on the Design-Builder's Proposal. These fees will be incorporated into the Total Compensation as stipulated in Section 4.1.1, above. The amount payable to the Design-Builder in the event that the Design-Build Contract is terminated prior to commencement of construction shall be limited to a prorated amount of the agreed Design Fee based on the percentage of completion of the Construction Documents that has been accomplished by Design-Builder at the time of such termination.

4.1.4 Bond and Insurance. Bond and insurance amounts shall be determined at the final GMP based on the actual Pre-Construction Costs plus the Construction Costs as defined above.

4.1.5 Overhead and Profit. Overhead and Profit shall be calculated at the percentage noted on the Design-Builder's proposal multiplied by the Total Construction Costs, consisting of General Condition Fees, Direct Cost of the Work as agreed to in the final GMP plus Design-Builder Bond and Insurance Costs. If subcontractor performance and payment bonds, or Sub-Guard, are required by Design-Builder, the costs for these must be covered in the Design-Builder's overhead as submitted with the Design-Build proposal. Overhead and Profit mark-up shall not be permitted on Pre-construction Services, or Design Fees.

4.1.6 All Inclusive Price. The Contract Sum is the total amount payable by County to Design-Builder for performance of the Work under the Contract Documents and is deemed to cover all Losses arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause, including, without limitation, causes beyond the control or foreseeability of the Design-Builder.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents, include, without limitation, the following:

5.1.1 Project Criteria. The Project Criteria set forth in the RFP Documents.

5.1.2 RFP Documents, Design-Build Proposal. The RFP Documents or the Design-Build Proposal, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Design-Build

Proposal that deviates from the Project Criteria. The RFP Documents include the original RFP and all Addenda, the Design-Builder's Proposal and Clarification Letters as applicable.

5.1.3 Design-Build Contract. This executed Design-Build Contract between County and Design-Builder.

5.1.4 General Conditions. The General Conditions to the Design-Build Contract.

5.1.5 General Requirements, Supplemental and Special Conditions. The General Requirements and Supplemental / Special Conditions will be developed by the County and Design-Builder throughout the design phase.

5.1.6 Final Construction Documents. The Final Construction Drawings to be hereafter prepared by the Design-Builder and its Sub-consultants that are approved by the County in accordance with the terms of the Contract Documents; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Design-Build Proposal that deviates from the Project Criteria.

5.1.7 Addenda. All Addenda associated with the completed set of contract documents.

5.1.8 Reference Documents. All Reference Documents associated with the completed set of contract documents.

WHEREFORE, This Design-Build Contract is entered into as of the day and year first written above.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST DESIGN-BUILDERS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

CONTRACTORS AND ANY SUBCONTRACTORS ARE FURTHER REQUIRED TO REGISTER WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS PURSUANT TO LABOR CODE SECTION 1725.5. THIS PROJECT IS SUBJECT TO LABOR COMPLIANCE MONITORING BY THE DEPARTMENT.

COUNTY OF MONO

DESIGN-BUILDER

_____, a _____

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

GENERAL CONDITIONS
OF THE DESIGN-BUILD CONTRACT

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 GENERAL PROVISIONS	1
1.1 BASIC DEFINITIONS.....	1
1.1.1 Acceptance	1
1.1.2 Act of God.....	1
1.1.3 Addendum	1
1.1.4 Admitted Surety	1
1.1.5 Advertisement of Request for Pre-Qualification of Design-Build Entities.....	1
1.1.6 Agreement to Prepare and Submit Design-Build Proposal	1
1.1.7 Allowable Costs	1
1.1.8 Allowable Markups.....	1
1.1.9 Allowance	1
1.1.10 Alternate	1
1.1.11 Appeal Committee	1
1.1.12 Applicable Laws.....	1
1.1.13 Applicant.....	2
1.1.14 Application for Payment.....	2
1.1.15 Approved Deviation	2
1.1.16 Architect of Record	2
1.1.17 Architect of Record's Firm	2
1.1.18 Associates	2
1.1.19 Award.....	2
1.1.20 BIM/CADD Standards.....	2
1.1.21 Board of Supervisors means the governing board of the County of Mono.....	2
1.1.22 Bond Program.....	2
1.1.23 Certification for Payment	2
1.1.24 Change	2
1.1.25 Change Order	3
1.1.26 Change Order Request	3
1.1.27 Claim.....	3
1.1.28 Claims Dispute Resolution Process	3
1.1.29 Close-Out Documents	3
1.1.30 Commissioning Authority (or CxA)	3
1.1.31 Compensable Change	3
1.1.32 Compensable Delay	3
1.1.33 Construction Documents	4
1.1.34 Contract Adjustment	4
1.1.35 Construction Administrator	4
1.1.36 Contract Documents.....	4
1.1.37 Contract Sum.....	4
1.1.38 Contract Time	5
1.1.39 County	5
1.1.40 County Administrative Officer or CAO t.....	5
1.1.41 County Amount.....	5
1.1.42 County Consultant	5
1.1.43 County Furnished Materials.....	5

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.44	County Review Date	5
1.1.45	County Review Period	5
1.1.46	Date of Commencement of Construction	5
1.1.47	Date of Commencement of Design	5
1.1.48	Day,	5
1.1.49	Defective Work	5
1.1.50	Delay,.....	6
1.1.51	Deleted Work	6
1.1.52	Department of Industrial Relations	6
1.1.53	Design-Build Contract.....	6
1.1.54	Design-Build Entity	6
1.1.55	Design-Build Entity Member	6
1.1.56	Design-Build Schedule	6
1.1.57	Design-Build Team	6
1.1.58	Design-Builder	6
1.1.59	Design-Builder Amount.....	6
1.1.60	Design-Build Proposal (or, Proposal)	6
1.1.61	Design-Builder's Own Expense,	6
1.1.62	Design Deficiency	6
1.1.63	Design Document Submission Standards.....	7
1.1.64	Design Documents	7
1.1.65	Design Fee	7
1.1.66	Design Intent.....	7
1.1.67	Designation of Subcontractors	7
1.1.68	Differing Site Condition.....	7
1.1.69	Disability Laws	7
1.1.70	Discovery Date	8
1.1.71	Discussions.....	8
1.1.72	Drawings.....	8
1.1.73	Inspector of Record Review Time	8
1.1.74	Electrical Subcontractor.....	8
1.1.75	Environmental Laws	8
1.1.76	Escrow Agent.....	8
1.1.77	Event of Design-Builder Default	9
1.1.78	Excusable Delay.....	9
1.1.79	Existing Improvements	9
1.1.80	Extra Work.....	9
1.1.81	Facilities Master Plan	9
1.1.82	Field Order.....	9
1.1.83	Final Completion. Finally Complete.....	9
1.1.84	Final Completion Punch List.....	10
1.1.85	Final Construction Documents	10
1.1.86	Final Payment.....	10
1.1.87	Final Proposal Submission Date	10
1.1.88	Force Majeure Event	10
1.1.89	General Conditions.....	10
1.1.90	General Contractor	10
1.1.91	General Requirements	10
1.1.92	Good Faith Determination	10
1.1.93	Governmental Authority	10
1.1.94	Governmental Authority Review Period	11
1.1.95	Guarantee to Repair Period.....	11
1.1.96	Guaranteed Maximum Price (GMP)	11
1.1.97	Holiday.....	11
1.1.98	Hazardous Substance	11

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.99	Illness and Injury Prevention Plan (or, IIPP).....	11
1.1.100	Indemnitees	11
1.1.101	Instructions to Applicants.....	11
1.1.102	Inspector of Record	11
1.1.103	Instructions to Proposers	11
1.1.104	Intellectual Property Rights.....	11
1.1.105	Key Personnel, Key Persons.....	12
1.1.106	Labor Compliance Program.....	12
1.1.107	Loss, Losses.....	12
1.1.108	Master Files Archives System	12
1.1.109	Mechanical Subcontractor	12
1.1.110	Minor Change	12
1.1.111	Modification.....	12
1.1.112	Mold	12
1.1.113	Negotiations.....	12
1.1.114	Non-Collusion Affidavit	12
1.1.115	Notice of Change	12
1.1.116	Notice of Completion	12
1.1.117	Notice of Delay	12
1.1.118	Notice of Intent to Award	13
1.1.119	Notice of Final Completion	13
1.1.120	Notice of Substantial Completion	13
1.1.121	Notice to Proceed with Construction	13
1.1.122	Notice to Proceed with Design	13
1.1.123	Other Subcontractor	13
1.1.124	Other Subcontractor Trade.....	13
1.1.125	Performance Bond, Payment Bond.....	13
1.1.126	Plans.....	13
1.1.127	Post-Award Submittals	13
1.1.128	Post-Scoring Discussions.....	13
1.1.129	Pre-Scoring Discussions	13
1.1.130	Pre-Qualification Questionnaire.....	13
1.1.131	Pre-Qualified Design-Build Entity (or, Pre-Qualified Proposer).....	13
1.1.132	Pre-Submittal Conference	13
1.1.133	Preliminary Design Documents	14
1.1.134	Principal Engineer.....	14
1.1.135	Principal Engineer Discipline	14
1.1.136	Principal Engineer's Firm.....	14
1.1.137	Product Data.....	14
1.1.138	Progress Payment	14
1.1.139	Project.....	14
1.1.140	Project Budget	14
1.1.141	Project Criteria	14
1.1.142	Project Components	14
1.1.143	Project Documents	14
1.1.144	Project Manager	14
1.1.145	Project Reference.....	14
1.1.146	Project Reference Interview	14
1.1.147	Project Team	15
1.1.148	Proposed Subcontractor.....	15
1.1.149	Proposer	15
1.1.150	Proprietary Information	15
1.1.151	Record Documents.....	15
1.1.152	Record Drawings, Record Specifications	15
1.1.153	RFP Addendum	15

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.154	RFP Documents	15
1.1.155	RFP Schedule.....	15
1.1.156	RFP Selection Committee	15
1.1.157	Reasonable Order of Magnitude Estimate	15
1.1.158	Record Documents	16
1.1.159	Record Drawings and Specifications.....	16
1.1.160	Reference Documents	16
1.1.161	Request for Clarification	16
1.1.162	Request for Extension	16
1.1.163	Request for Information	16
1.1.164	Request for Proposals (or, RFP)	16
1.1.165	Samples.....	16
1.1.166	Schedule of Values.....	16
1.1.167	Separate Contractor	16
1.1.168	Shop Drawings	16
1.1.169	Site.....	16
1.1.170	Specifications.....	17
1.1.171	Standard of Performance	17
1.1.172	State Water Resources Control Board	17
1.1.173	Statement of Dispute	17
1.1.174	Storm Water Permit	17
1.1.175	Sub-Consultant.....	17
1.1.176	Subcontractor	17
1.1.177	Submittal.....	17
1.1.178	Submittal Schedule.....	17
1.1.179	Substantial Completion, Substantially Complete.....	17
1.1.180	Substantial Completion Punch List.....	17
1.1.181	Substitution	17
1.1.182	Supplementary and Special Conditions	17
1.1.183	Surety	18
1.1.184	Target Cost.....	18
1.1.185	Target Value Design.....	18
1.1.186	Tier.....	18
1.1.187	Time Impact Analysis	18
1.1.188	Unexcused Delay.....	18
1.1.189	Unilateral Change Order.....	18
1.1.190	Work	18
1.1.191	Worker's Compensation Certificate	18
1.2	PARTIES TO THE DESIGN-BUILD CONTRACT.....	19
1.3	CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS	19
1.3.1	Design Intent.....	19
1.3.2	Technical Words	19
1.3.3	Incidental Items.....	19
1.3.4	Applicable Laws.....	19
1.3.5	Modifiers	19
1.3.6	Singular, Gender, Captions	19
1.3.7	Cross-References.....	19
1.3.8	Demolition.....	19
1.3.9	Omissions	19
1.3.10	Conditions Precedent	20
1.3.11	Design Deficiencies	20
1.3.12	Conflicts	20

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.4	OWNERSHIP AND USE OF DOCUMENTS	20
1.4.1	Property of County.....	20
1.4.2	Assignment of Rights.....	21
1.4.3	Design-Builder's Warranty.....	21
1.4.4	Non-Exclusive License.....	21
1.4.5	Reproduction.....	21
1.4.6	Delivery to County.....	21
1.4.7	Subcontractors, Sub-Consultants.....	21
1.4.8	Architectural Component Design Details, Features, and Concepts.....	21
1.4.10	Instruments of Services of the Architect of Record and Architect of Record's Firm.....	22
ARTICLE 2 COUNTY.....		22
2.1	INFORMATION AND SERVICES REQUIRED OF COUNTY.....	22
2.1.1	Legal Descriptions.....	22
2.1.2	Permits.....	22
2.1.3	County Approvals.....	22
2.1.4	Communications.....	22
2.1.5	No Warranty.....	22
2.2	COUNTY'S RIGHT TO STOP THE WORK.....	23
2.3	COUNTY'S RIGHT TO CARRY OUT THE WORK.....	23
2.4	ACCOUNTING, RECORDS AND AUDIT	23
2.4.1	Accounting System.....	23
2.4.2	Books and Records.....	23
2.4.3	Inspection and Copying.....	23
2.4.4	Confidential Information.....	24
2.4.5	Withholding of Payment.....	24
2.4.6	Specific Performance.....	24
2.5	COUNTY-FURNISHED MATERIALS	24
2.5.1	Supply by County.....	24
2.5.2	Deleted Work.....	24
2.5.3	Delivery Deadlines.....	24
2.5.4	Delivery to Site.....	24
2.5.5	Care, Custody and Control.....	24
2.5.6	Notice of Deficiencies.....	24
2.5.7	Processing and Incorporation.....	25
2.6	COUNTY-INSTALLED ITEMS	25
2.7	ADDITIONAL RIGHTS.....	25
ARTICLE 3 DESIGN-BUILDER		25
3.1	DESIGN-BUILDER STATUS	25
3.1.1	Independent Contractor.....	25
3.1.2	Agents, Employees.....	25
3.1.3	Licenses.....	25
3.1.4	Subcontractors, Sub-Consultants.....	25
3.1.5	Activities of Others.....	25
3.2	COLLABORATION.....	26
3.2.1	Building Information Modeling (BIM).....	26

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.2.2	Target Value Design.....	27
3.2.3	Co-Location Plan.....	27
3.2.4	Lean Principles.....	27
3.3	TARGET VALUE DESIGN PROCESS.....	28
3.3.1	Target Value Design.....	28
3.3.1	Set-Based Design.....	28
3.3.2	Cost Model.....	28
3.4	DESIGN RESPONSIBILITIES.....	28
3.4.1	Design Consultation.....	28
3.4.2	Construction Documents.....	29
3.4.3	Submissions to County.....	29
3.4.4	Professional Certifications.....	29
3.4.5	Approved Deviations.....	29
3.4.6	Changes.....	30
3.4.7	Resolution of Uncertainties.....	30
3.4.8	Design Deficiencies.....	30
3.4.9	Title 24 Compliance.....	31
3.4.10	Utilities Relocation.....	31
3.4.11	Design-Builder Review of Site.....	31
3.4.12	Design-Builder Review of Documents.....	31
3.4.13	No Warranty by County.....	32
3.4.14	Requests for Information.....	32
3.4.15	Correction of Work.....	33
3.4.16	Risk Reporting.....	33
3.5	SUPERVISION AND CONSTRUCTION PROCEDURES.....	33
3.5.1	General Obligation.....	33
3.5.2	Supervisory Staff.....	33
3.5.3	Supplementary Personnel.....	33
3.5.4	Means, Methods, Procedures.....	33
3.6	LABOR, MATERIALS AND EQUIPMENT.....	33
3.6.1	Contract Sum.....	33
3.6.2	Coordination.....	33
3.6.3	Field Conditions.....	34
3.6.4	Layout.....	34
3.6.5	Materials, Equipment.....	34
3.7	DESIGN-BUILDER'S WARRANTY.....	35
3.7.1	General Representations and Warranties.....	35
3.7.2	General Warranty.....	36
3.7.3	Evidence of Compliance.....	36
3.7.4	Repair, Replacement.....	36
3.7.1	No Limitation.....	36
3.7.2	Assignment.....	36
3.7.3	Close-Out.....	37
3.7.4	11-Month Walk-Through.....	37
3.8	TAXES.....	37
3.8.1	General.....	37
3.8.2	Excise Taxes.....	37
3.8.3	Tax Exempt Status.....	37
3.8.4	Records of Taxes.....	37

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.9	PERMITS, FEES AND NOTICES	37
3.9.1	Permits.....	37
3.9.2	Applicable Laws, Notices.....	37
3.9.3	Notice of Violations.....	37
3.9.4	Approvals by Governmental Authorities.....	38
3.10	DESIGN-BUILDER'S PERSONNEL	38
3.10.1	Key Persons.....	38
3.10.2	Background Check.....	38
3.10.3	Authority.....	38
3.10.4	Transfer.....	38
3.10.5	Removal.....	38
3.10.6	Replacement.....	38
3.10.7	Communications.....	38
3.10.8	Contact Information.....	38
3.10.9	Signatures.....	38
3.10.10	Exclusion from Site.....	38
3.11	DESIGN-BUILD SCHEDULE	39
3.12	REPORTING, PROGRESS MEETINGS, DOCUMENTS AND SAMPLES AT THE SITE	40
3.12.1	Contract Documents.....	40
3.12.2	Record Documents.....	40
3.12.3	Daily Reports.....	41
3.12.4	Progress Meetings.....	42
3.12.5	Notice Requirements.....	42
3.12.6	Availability for Review.....	42
3.12.7	Verified Reports.....	42
3.13	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	42
3.13.1	Not Contract Documents.....	42
3.13.2	Coordination with Others.....	42
3.13.3	Submission by Design-Builder.....	42
3.13.4	Review of Submittals.....	43
3.13.5	Contract Adjustments.....	44
3.13.6	Compliance with Contract.....	44
3.14	USE OF SITE.....	44
3.14.1	Staging Area.....	44
3.14.2	Existing Improvements.....	44
3.14.3	Operations at Site.....	44
3.14.4	Coordination.....	44
3.14.5	Unauthorized Use.....	44
3.14.6	County Operations.....	44
3.14.7	Site Security.....	44
3.14.8	Persons on Site.....	44
3.14.9	County Activities.....	45
3.14.10	Dust, Fumes, Noise.....	45
3.14.11	Confinement of Operations.....	45
3.14.12	Prohibited Substances.....	45
3.14.13	Survey Markers.....	45
3.14.14	Drainage, Erosion.....	45
3.14.15	Trenches.....	45

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.15	CUTTING AND PATCHING	46
3.15.1	Design-Builder Responsibility	46
3.15.2	County Review.....	46
3.15.3	Damage.	46
3.15.4	Separate Contractors.	46
3.16	UTILITIES AND SANITARY FACILITIES	46
3.17	CLEANING UP	47
3.17.1	Design-Builder Responsibility.....	47
3.17.2	Cleanup by County.	48
3.18	ACCESS TO THE WORK.....	48
3.18.1	County.	48
3.18.2	Separate Contractors.	48
3.18.3	Delivery Routes.	48
3.19	INTELLECTUAL PROPERTY RIGHTS	48
3.20	INDEMNIFICATION	48
3.20.1	General Indemnity.	48
3.20.2	Indemnification of Adjacent Property Owners.	49
3.20.3	Insurance and Employment Benefits.....	49
3.20.4	Third Party Indemnity Agreements.....	49
3.20.5	Implied Indemnity Rights.	49
3.20.6	Obligation to Defend.....	49
3.21	LABOR, WAGES, PAYROLL RECORDS.....	50
3.21.1	Prevailing Wage Rates.	50
3.21.2	Subsistence.	50
3.21.3	Unclassified Workers.....	50
3.21.4	Per Diem Wages.....	50
3.21.5	Applicable Laws.....	50
3.21.6	Posting at Site.....	50
3.21.7	Worker Hours.....	51
3.21.8	Overtime.	51
3.21.9	Payroll Records.	51
3.21.10	Apprentices.....	52
3.21.11	Pre-Construction Meetings, Interviews.....	53
3.21.12	Penalties for Violations.	53
3.21.13	Subcontractor Provisions.....	54
3.21.14	Condition of Payment.	54
3.22	NOT USED.....	54
3.23	NOT USED.....	54
3.24	STORM WATER PERMITTING	54
3.24.1	Design-Builder's Responsibility.	54
3.24.2	Copies of Reports.	54
3.24.3	Violations.	54
3.24.4	Condition of Payment.	54
3.24.5	Costs of Compliance.	54
3.25	SOLID WASTE MANAGEMENT.....	54
3.25.1	Compliance.....	54

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.25.2	Recycling	54
3.25.3	Records	54
3.25.4	Condition of Payment	54
3.25.5	Costs of Compliance	55
ARTICLE 4 CONSTRUCTION ADMINISTRATION		55
4.1	PROJECT MANAGER	55
4.1.1	Limitations on Authority	55
4.1.2	Removal by County	55
4.1.3	Rights of County	55
4.2	COUNTY CONSULTANTS	55
4.2.1	Limitations on Authority	55
4.2.2	Rights of County	55
4.3	ADMINISTRATION OF THE DESIGN-BUILD CONTRACT	55
4.3.1	General Provisions	55
4.3.2	Coordination of Separate Contractors	55
4.3.3	Observations of the Work	55
4.3.4	Means, Methods	55
4.3.5	Communications	56
4.3.6	Applications for Payment	56
4.3.7	Rejection of Work	56
4.3.8	Review of Submittals	56
4.3.9	Changes	56
4.3.10	Completion	56
4.4	CLAIMS	57
4.4.1	Submission of Claims	57
4.4.2	Arising of Claim	57
4.4.3	Content of Claims	57
4.4.4	Noncompliance	58
4.4.5	Submission of Claims	58
4.4.6	Response to Claims by Design-Builder	58
4.4.7	Meet and Confer	59
4.4.8	Finality of Decision	59
4.4.9	Claims Based on Differing Site Conditions	59
4.4.10	Continuous Work	60
4.4.11	Claims by County	60
4.4.12	Waiver of Consequential Damages	60
4.5	CLAIMS DISPUTE RESOLUTION PROCESS	60
4.5.1	Resolution of Claims by Design-Builder	60
4.5.2	Resolution of Claims by County	61
4.5.3	Resolution of Other Disputes	61
4.5.4	Submission of Dispute	61
4.5.5	Claims Dispute Resolution Process	61
4.5.6	Participation Not a Waiver	63
4.5.7	Continuous Work	63
4.6	NOTICE OF THIRD-PARTY CLAIMS	63
4.7	WAIVERS OF RIGHTS BY DESIGN-BUILDER	63
ARTICLE 5 SUBCONTRACTORS AND SUB-CONSULTANTS		64

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

5.1	SUBCONTRACTING	64
5.2	SUBSTITUTION.....	64
5.2.1	Substitutions Allowed.	64
5.2.2	Design-Builder's Own Expense.	64
5.2.3	Substantiation of Compliance.....	64
5.2.4	Splitting Prohibited.....	64
5.2.5	Surety Bond and Finance Assistance Program.....	64
5.3	CONTRACTUAL RELATIONS.....	65
5.3.1	Written Agreements.....	65
5.3.2	Copies.....	66
5.3.3	No Brokering.....	66
5.3.4	Third-Party Rights.....	66
5.3.5	All Tiers.....	66
5.4	CONTINGENT ASSIGNMENT	66
5.4.1	Contingent Assignment.	66
5.4.2	Acceptance by County.....	66
5.4.3	County Obligation.....	66
5.5	COMMUNICATIONS BY COUNTY	67
5.6	NO THIRD-PARTY RIGHTS.....	67
5.6.1	No Rights Between the County and Subcontractors or Sub- Consultants.....	67
5.6.1	No Rights Between Third Parties and Architect of Record or Architect of Record's Firm.	67
5.7	DOCUMENT AVAILABILITY.....	67
5.8	NO LIABILITY OF COUNTY	67
ARTICLE 6 COUNTY'S OWN FORCES AND SEPARATE CONTRACTORS.....		67
6.1.1	Right of County.....	67
6.1.2	Separate Contractors.	67
6.1.3	Coordination.	68
6.1.4	Disputes.....	68
6.1.5	Remedy.	68
6.2	MUTUAL RESPONSIBILITY.....	68
6.2.1	Use of Site.	68
6.2.2	Adjoining Work.....	68
6.2.3	Damage.....	68
6.2.4	Disputes.....	68
6.2.5	Settlement of Disputes.	69
6.3	ALLOCATION OF CLEANUP COSTS.....	69
ARTICLE 7 CHANGES IN THE WORK.....		69
7.1	CHANGES	69
7.1.1	General.....	69
7.1.2	Contract Adjustments.	69
7.1.3	Exclusive Rights.	69
7.1.4	No Written Authorization.....	69
7.1.5	Prompt Performance.	69
7.1.6	Changes to Project Criteria.	69

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

7.2	SIGNATURES AND AUTHORIZATIONS	69
7.2.1	Parties.....	69
7.2.2	Form.	70
7.2.3	Written Authorization.	70
7.2.4	Written Authorization of Essence.	70
7.3	CHANGE ORDERS	70
7.3.1	Purpose.	70
7.3.2	Content.	70
7.4	UNILATERAL CHANGE ORDERS	70
7.4.1	Purpose.	70
7.4.2	Good Faith Determination.	71
7.4.3	Claim by Design-Builder.	71
7.4.4	Waiver by Design-Builder.	71
7.5	FIELD ORDERS.....	71
7.5.1	Purpose.	71
7.5.2	Authorization.....	71
7.5.3	Content.	71
7.5.4	Other Notices.....	72
7.5.5	Design-Builder's Own Expense.	73
7.6	PROCEDURES	73
7.6.1	Notice of Change.....	73
7.6.2	Change Order Request.	74
7.6.3	Formal Notice of Essence.	74
7.7	PRICING	75
7.7.1	Basis of Calculation.	75
7.7.2	Time and Materials Documentation.....	76
7.7.3	Allowable Costs.	77
7.7.4	Costs Not Allowed.	78
7.7.5	Allowable Markups.	79
7.7.6	Review of Markups.	79
7.7.7	Exclusions and Limitations.	79
7.7.8	Net Allowable Costs.	79
7.7.9	Unit Prices.	79
7.7.10	Discounts.	79
7.7.11	Prompt Pricing.	79
7.7.12	Final Payment.....	80
7.7.13	Full Resolution.	80
7.7.14	Reserved Rights.	80
7.7.15	No "Total Cost" Calculations.	80
7.7.16	Multiple Changes.....	81
7.7.17	Continuous Performance.....	81
7.8	ALLOWANCES	81
7.8.1	Contract Sum.....	81
7.8.2	Selection by County.....	81
7.8.3	Contract Adjustments.	81
ARTICLE 8 CONTRACT TIME		81
8.1	COMMENCEMENT AND COMPLETION	81

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

8.1.1	Date of Commencement.....	81
8.1.2	Contract Time.....	82
8.1.3	Adjustments to Contract Time.....	82
8.2	DELAYS AND EXTENSIONS OF TIME.....	82
8.2.1	Adjustments to Contract Time.....	82
8.2.2	Notice of Delay.....	82
8.2.3	Request for Extension.....	83
8.2.4	Response by County.....	84
8.2.5	Formal Notice of Essence.....	84
8.2.6	Adjustments to Contract Sum.....	84
8.2.7	Acceleration of the Work.....	84
8.2.8	Concurrent Delays.....	85
8.2.9	Delay Claims.....	86
8.2.10	Exercise of County Rights.....	86
ARTICLE 9 PAYMENTS AND COMPLETION.....		86
9.1	PAYMENTS BY COUNTY.....	86
9.1.1	Time for Payment.....	86
9.1.2	Not Acceptance.....	86
9.1.3	Interest.....	86
9.1.4	Disputed Payments.....	86
9.2	APPLICATIONS FOR PAYMENT.....	86
9.2.1	Submission by Design-Builder.....	86
9.2.2	Period of Application.....	87
9.2.3	Schedule of Values.....	87
9.2.4	Changes in Work.....	87
9.2.5	Progress Payments.....	87
9.2.6	Percentage Completion.....	87
9.2.7	Disagreements.....	87
9.2.8	Substantial Completion.....	87
9.2.9	Certification by Design-Builder.....	87
9.2.10	Stored Materials.....	87
9.2.11	Title.....	87
9.3	SCHEDULE OF VALUES.....	88
9.3.1	Initial Submission.....	88
9.3.2	Balanced Allocation.....	88
9.3.3	Line Item Estimates.....	88
9.3.4	Updating.....	88
9.3.5	Substantiation.....	88
9.3.6	Corrections.....	88
9.3.7	Changes to Work.....	88
9.3.8	Applications for Payment.....	88
9.4	PROGRESS PAYMENTS.....	88
9.4.1	Progress Payment Amount.....	88
9.4.2	Other Conditions and Documentation.....	89
9.5	APPROVAL/REJECTION OF APPLICATION FOR PAYMENT.....	90
9.5.1	Review by Project Manager.....	90
9.5.2	Disapproval.....	90
9.5.3	Resubmittal by Design-Builder.....	90

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

9.5.4	County Nullification.....	90
9.5.5	County Approval.....	90
9.5.6	No Waiver by County.....	90
9.5.7	No Representation.....	91
9.6	WITHHOLDING OF CERTIFICATION OR PAYMENT.....	91
9.6.1	Grounds for Withholding.....	91
9.6.2	Application of Withholding.....	92
9.6.3	Final Payment.....	92
9.6.4	Release of Withholding.....	92
9.7	PAYMENTS BY DESIGN-BUILDER.....	92
9.7.1	Subcontractors, Sub-Consultants.....	92
9.7.2	Payments in Trust.....	92
9.7.3	Payment Information.....	93
9.7.4	Joint Payment.....	93
9.7.5	Direct Negotiation of Stop Notices.....	93
9.7.6	Release of Stop Notices.....	93
9.7.7	No County Obligation.....	93
9.8	FAILURE OF APPROVAL OR PAYMENT.....	93
9.9	SUBSTITUTION OF SECURITIES FOR RETENTION.....	94
9.9.1	Public Contract Code.....	94
9.9.2	Substitute Security.....	94
9.9.3	Deposit of Retentions.....	94
9.10	FINAL PAYMENT.....	95
9.10.1	Payment by County.....	95
9.10.2	Application for Final Payment.....	95
9.10.3	Review by County.....	95
9.10.4	Conditions to Final Payment.....	95
9.10.5	Disputed Amounts.....	95
9.10.6	Waiver by Design-Builder.....	96
9.11	SUBSTANTIAL COMPLETION.....	96
9.11.1	Contract Time.....	96
9.11.2	Request for Inspection.....	96
9.11.3	Substantial Completion Inspection.....	96
9.11.4	Substantial Completion Punch List.....	96
9.11.5	Re-Inspection.....	96
9.11.6	Notice of Substantial Completion.....	97
9.12	PARTIAL OCCUPANCY OR USE.....	97
9.13	FINAL COMPLETION.....	98
9.13.1	Contract Time.....	98
9.13.2	Final Completion Punch List.....	98
9.13.3	Performance of Punch List.....	98
9.13.4	Request for Final Inspection.....	98
9.13.5	Notice of Final Completion.....	98
9.13.6	Acceptance by County.....	98
9.13.7	Notice of Completion.....	98
9.13.8	No Waiver by County.....	99
ARTICLE 10 INSPECTIONS, HAZARDOUS SUBSTANCES AND SAFETY.....		99

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

10.1	INSPECTIONS.....	99
10.1.1	General.....	99
10.1.2	Coordination.....	99
10.1.3	Uncovering of Work.....	99
10.1.4	Off-Hours Inspections.....	99
10.1.5	Access to the Work.....	99
10.1.6	Right to Stop Work.....	100
10.1.7	No County Duty.....	100
10.1.8	Design-Builder Responsibility.....	100
10.1.9	Reimbursement to County.....	100
10.2	SAFETY PRECAUTIONS AND PROGRAMS	100
10.2.1	General Safety Obligation.....	100
10.2.2	Illness and Injury Prevention Plan.....	100
10.2.3	Safety Orders.....	100
10.2.4	Safety Representative.....	100
10.2.5	Protection, Safety.....	101
10.2.6	Protection.....	101
10.2.7	Safeguards, Warnings, Disabled Access.....	101
10.2.8	Fire, Explosives, Hazardous Substances.....	101
10.2.9	First Aid.....	101
10.2.10	Unsafe Conditions.....	101
10.2.11	Responsibility for Loss.....	102
10.2.12	Loading, Storage.....	102
10.2.13	Emergency.....	102
10.2.14	Separate Contractors.....	102
10.3	HAZARDOUS SUBSTANCES, MOLD.....	103
10.3.1	Hazardous Substances.....	103
10.3.2	Mold.....	104
10.3.3	Release of County Liability.....	105
10.3.4	Governmental Authorities.....	105
10.3.5	Subcontractors, Sub-Consultants.....	105
	ARTICLE 11 INSURANCE AND BONDS	105
11.1	INSURANCE REQUIREMENTS.....	105
11.1.1	Workers' Compensation Insurance	105
11.1.2	Employer's Liability Insurance	105
11.1.3	Commercial General Liability and Property Insurance.....	105
11.1.4	Errors and Omissions Insurance.....	106
11.2	BUILDER'S RISK "ALL-RISK" INSURANCE	106
11.2.1	Required Insurance	106
11.2.2	Uninsurable Items.....	106
11.3	COVERAGE AMOUNTS; INSURER QUALIFICATIONS	106
11.4	EVIDENCE OF INSURANCE; SUBCONTRACTOR'S INSURANCE	106
11.4.1	Proof of Insurance.....	106
11.4.2	Named Insureds.....	106
11.4.3	Subcontractor Insurance.....	107
11.4.4	Subcontractor Proof of Insurance.....	107
11.5	MAINTENANCE OF INSURANCE.....	107

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

11.6	DESIGN BUILDER'S INSURANCE PRIMARY	107
11.7	INDEMNITY	107
11.7.1	Defense, Indemnity and Hold Harmless	107
11.7.2	Counsel.....	108
11.7.3	Binding Effect.....	108
11.8	PERFORMANCE BOND, WARRANTY BOND AND PAYMENT BONDS	108
11.8.1	Performance and Payment Bonds.....	108
11.8.2	Changes.	108
11.8.3	Replacement.....	108
11.8.4	Duration.	108
11.8.5	Condition of Payment.	108
11.8.6	Warranty Bond.....	108
11.8.7	Surety Rating.	108
11.8.8	Premiums.....	108
11.8.9	Obligee.	109
11.8.10	No Exoneration.	109
11.8.11	Communications.	109
11.8.12	No Limitation.....	109
11.8.13	Subcontractor Bonds.	109
ARTICLE 12	UNCOVERING AND CORRECTION OF THE WORK.....	109
12.1	UNCOVERING OF THE WORK	109
12.2	CORRECTION OF THE WORK	109
12.3	GUARANTEE TO REPAIR PERIOD	109
12.3.1	Guarantee to Repair Period.....	109
12.3.2	Repairs.	110
12.3.3	Dangerous Conditions.	110
12.3.4	Removal.....	110
12.3.5	Sale.....	110
12.3.6	Not a Limitation.....	110
12.4	ACCEPTANCE OF NONCONFORMING WORK.....	111
ARTICLE 13	MISCELLANEOUS PROVISIONS.....	111
13.1	GOVERNING LAW	111
13.2	TIME OF ESSENCE	111
13.3	SUCCESSORS AND ASSIGNS	111
13.4	WRITTEN NOTICE	111
13.4.1	Notice to County.	111
13.4.2	Notice to Design-Builder.....	111
13.4.3	Notice to Surety.	112
13.5	RIGHTS AND REMEDIES	112
13.5.1	County Rights.	112
13.5.2	Writing Required.	112
13.5.3	Subsequent Breach.	112
13.6	NO NUISANCE	112
13.7	EXTENT OF AGREEMENT	112

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

13.8	NO THIRD-PARTY RIGHTS	112
13.9	SEVERABILITY.....	112
13.10	PROVISIONS REQUIRED BY APPLICABLE LAWS	112
13.11	SURVIVAL	113
13.12	FEDERAL GRANTS.....	113
13.13	PROHIBITED INTERESTS.....	113
13.14	ASSIGNMENT OF ANTI-TRUST ACTIONS.....	113
13.15	NO WAIVER.....	114
13.16	CONSENT TO PHOTOGRAPHING	114
ARTICLE 14 TERMINATION OR SUSPENSION		114
14.1	COUNTY REMEDIES FOR DEFAULT	114
14.1.1	Event of Default.	114
14.1.2	County's Remedies.....	115
14.1.3	Design-Builder Tools, Equipment.	115
14.1.4	Design-Builder Obligations.	115
14.1.5	Accounting and Payment.....	116
14.1.6	Surety.	117
14.1.7	Conversion.....	118
14.1.8	Substantial Performance Waived.	118
14.1.9	Cross Default.	118
14.1.10	Rights Cumulative.....	118
14.1.11	Materiality.	118
14.1.12	County Action.	118
14.2	SUSPENSION BY COUNTY FOR CONVENIENCE	118
14.2.1	Suspension Order.....	118
14.2.2	Resumption.....	118
14.2.3	Limitation.	119
14.3	TERMINATION BY COUNTY FOR CONVENIENCE	119
14.3.1	Right to Terminate for Convenience.....	119
14.3.2	Design-Builder Obligations.....	119
14.3.3	Design-Builder Compensation.....	119
14.3.4	Exclusive Compensation.	119
14.3.5	Subcontractors, Sub-Consultants.....	119
14.4	TERMINATION BY DESIGN-BUILDER.....	119
14.4.1	Design-Builder's Remedies.	119
14.4.2	Notice of Intention to Terminate.	120
14.4.3	Continuous Performance.....	120
14.5	WARRANTIES	120
ARTICLE 15 NON-DISCRIMINATION.....		120
15.1	NON-DISCRIMINATION IN SERVICES	120
15.2	NON-DISCRIMINATION IN EMPLOYMENT	121

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

**GENERAL CONDITIONS OF
THE DESIGN-BUILD CONTRACT**

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 **Acceptance** means the point that the Work as a whole is accepted by the Board of Supervisors.

1.1.2 **Act of God** means earthquake, natural flood, tornado or other unusually severe natural or weather phenomenon occurring at the Site and causing Delay to performance of the Work at the Site; provided, however, that precipitation and winds shall not be an Act of God unless it exceeds in any given month the 10-year average of monthly levels as established by the National Oceanic and Atmospheric Administration ("NOAA") according to NOAA's records of measurable precipitation and winds taken at NOAA's recording station, located within area that is nearest to the Site.

1.1.3 **Addendum** means written or graphic information (including, without limitation, Drawings or Specifications) prepared and issued by the County prior to execution of the Design-Build Contract, which modifies or interprets the Pre-Qualification Documents, RFP Documents or Contract Documents by additions, deletions, clarifications, or corrections.

1.1.4 **Admitted Surety** means a surety insurer that is duly certified pursuant to California Code of Civil Procedure § 995.120 to transact business as a surety in the State of California.

1.1.5 **Advertisement of Request for Pre-Qualification of Design-Build Entities** means the notice published by the County inviting Design-Build Entities to submit for pre-qualification.

1.1.6 **Agreement to Prepare and Submit Design-Build Proposal** means the agreement between the County and Proposer for preparation and submission by Proposer of its Design-Build Proposal.

1.1.7 **Allowable Costs** means the costs listed in Paragraph 7.7.3, below, that are to be used in calculating Contract Adjustments.

1.1.8 **Allowable Markups** means the percentage markups specified in Paragraph 7.7.5, below, that are to be used in calculating Contract Adjustments.

1.1.9 **Allowance** means an estimated amount identified by the County in the RFP Documents that Proposer is required to include in its Guaranteed Maximum Price (GMP) as an assumed budget for a design element of the Project that has not yet been sufficiently developed by County to permit it to be definitively estimated by the Design-Builder. No portion of the Work shall constitute an Allowance unless expressly identified as an "Allowance" in the Section 4.1 of the Design-Build Contract.

1.1.10 **Alternate** means a proposed alternative for adding or deleting a particular material, system, product, method or construction, which may consist of either: (1) a Required Alternate; or (2) a Voluntary Alternate.

1.1.11 **Appeal Committee** means the committee appointed by the Board of Supervisors to hear protests filed relative to the processes, or the County's implementation of the processes, set forth in the Request for Pre-Qualification or Request for Proposals.

1.1.12 **Applicable Laws** means all statutes, ordinances, rules, regulations, policies and guidelines enacted by Governmental Authorities (including, without limitation, Environmental Laws and Disability Laws), codes adopted or promulgated by Governmental Authorities (including, without limitation, building and

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts of the State of California, which are in effect at the time the Work is performed.

1.1.13 **Applicant** means a Design-Build Entity that has submitted a Proposal Submittal in response to the Request for Proposal issued by the County.

1.1.14 **Application for Payment** means Design-Builder's itemized application for Progress Payment or Final Payment prepared, submitted and substantiated for review and approval by Project Manager in accordance with the requirements of the Contract Documents.

1.1.15 **Approved Deviation** means a deviation from the requirements of the Project Criteria, RFP Documents, Design-Build Contract or General Conditions that is either: (1) set forth in an RFP Addendum or (2) contained in Construction Documents prepared by Design-Builder and approved by or on behalf of County in the manner provided for in Paragraph 3.4.5, below.

1.1.16 **Architect of Record** means the individual acting as the licensed architect that a Design-Build Entity proposes in its Design-Build Proposal will assume responsibility for preparing the Construction Documents and whose professional certification stamp will appear on the Construction Documents prepared by the Design-Build Entity if the Design-Build Entity receives Award of the Design-Build Contract.

1.1.17 **Architect of Record's Firm** means, in the case of an Architect of Record who is an employee of a sole proprietorship, corporation, partnership or other association, the sole proprietorship, corporation, partnership or other association that employs the Architect of Record.

1.1.18 **Associates** means all of the following with respect to any person, entity, or association of persons or entities about whom information is requested in the Pre-Qualification Documents: (1) the current license qualifier (such as, without limitation, the responsible managing employee or responsible managing officer) for each current and active contracting license issued by the State of California Contractors State License Board that is held by such person, entity or association; (2) in the case of an entity that is a corporation, all current officers of the corporation; (3) in the case of an association that is a partnership, all current partners of the partnership; (4) in the case of an association that is a joint venture, all current joint venture members of the joint venture; or (5) in the case of an association that is not a partnership or joint venture, all members of such association.

1.1.19 **Award** means the action of the Board of Supervisors duly approving the County's entering into the Design-Build Contract.

1.1.20 **BIM/CADD Standards** mean project-specific standards adopted by the County setting forth the basic requirements for production and use of electronic files or documents depicting or containing design information.

1.1.21 **Board of Supervisors** means the governing board of the County of Mono.

1.1.22 **Bond Program** means the Certificates of Participation issued by the County to fund the Project.

1.1.23 **Certification for Payment** means the statement from the Project Manager certifying the Good Faith Determination made by Project Manager of the amount of money due to the Design-Builder upon an Application for Payment.

1.1.24 **Change** means a modification, change, addition, substitution or deletion in the Work or in Design-Builder's means, methods, manner, time or sequence of performing the Work, arising from any cause or circumstances, including, without limitation, either directly at the request of County or constructively by reason of other circumstances. Use of the term "Change," in any context, in the Contract Documents shall not be interpreted

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

as implying that Design-Builder is entitled to a Contract Adjustment on any basis other than for Compensable Change, Deleted Work or Compensable Delay.

1.1.25 **Change Order** means a written instrument, signed in accordance with the requirements of the General Conditions, setting forth the agreement of County and Design-Builder on the terms of a Contract Adjustment.

1.1.26 **Change Order Request** means Design-Builder's written request pursuant to Paragraph 7.6.2, below, for a Contract Adjustment.

1.1.27 **Claim** means a written demand or assertion by the County or Design-Builder seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A Claim does not include the following: (1) tort claims for personal injury or death; (2) claims by the County for Defective Work first discovered by County after Final Payment by the County to the Design-Builder; (3) stop notice claims by Subcontractors or Sub-Consultants; or (4) the right of the County to specific performance or injunctive relief to compel performance or enjoin an action.

1.1.28 **Claims Dispute Resolution Process** means the process of resolution of Claims set forth in Section 4.5, below.

1.1.29 **Close-Out Documents** means all Record Documents, warranties, guarantees, technical information, operations manuals, replacement parts, excess and attic stock and other documents (including, without limitation, electronic versions and hard copies) and things required to be submitted by Design-Builder under the Contract Documents as a condition of Final Completion or Final Payment.

1.1.30 **Commissioning Authority (or CxA)** means a person or firm hired by the County responsible for the delivery of the commissioning process who is knowledgeable in the design, construction, and operation of building systems who will lead a team of system experts in the commissioning of the facilities systems.

1.1.31 **Compensable Change** means circumstances involving the performance of Extra Work: (1) that are the result of (a) Differing Site Conditions, (b) amendments or additions to Applicable Laws which are enacted after the later of either (i) the date of submission by Design-Builder of its Design-Build Proposal, (c) a Change requested in a writing signed in the manner required by Article 7, below, for authorization of Compensable Changes, or (d) other circumstances involving a Change in the Work for which the Design-Builder is given under the Contract Documents a specific and express right to a Contract Adjustment of the Contract Sum; (2) that are not caused, in whole or in part, by (a) an act or omission of the Design-Builder or a Subcontractor or Sub-Consultant, of any Tier, constituting negligence, willful misconduct or a violation of an Applicable Law, (b) a failure by Design-Builder to comply with the Contract Documents, or (c) a Design Deficiency; (3) for which a Contract Adjustment is not prohibited by nor waived under the terms of the Contract Documents; and (4) that if performed would require the Design-Builder to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such circumstances.

1.1.32 **Compensable Delay** means a Delay to the critical path of activities affecting Design-Builder's ability to achieve Substantial Completion of the entirety of the Work within the Contract Time: (1) that is the result of (a) a Compensable Change, (b) the active negligence of the County, Project Manager, Program Manager, Design Consultant, a County Consultant or a Separate Contractor, (c) a breach by County of an obligation under the Contract Documents, or (d) other circumstances involving Delay for which the Design-Builder is given under the Contract Documents a specific and express right to a Contract Adjustment to the Contract Sum; (2) that is not caused, in whole or in part, by (a) an act or omission of the Design-Builder or a Subcontractor or Sub-Consultant, , constituting negligence, willful misconduct, or a violation of an Applicable Law, (b) a failure by Design-Builder to comply with the Contract Documents, or (c) a Design Deficiency; and (3) for which a Contract Adjustment to the Contract Time is neither prohibited nor waived under the terms of the Contract Documents.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.33 **Construction Documents** means all versions (in-progress and completed) of the Drawings and Specifications described in the Design Document Submission Standards as comprising the "Construction Documents" for the Project, including, without limitation, the Final Construction Documents.

1.1.34 **Contract Adjustment** means an adjustment, additive or deductive, to the Contract Sum, Contract Time or both that is authorized in accordance with the requirements of the General Conditions.

1.1.35 **Construction Administrator** means the County Director of Facilities, who shall oversee the construction phase of the Project, and who is authorized to approve changes to the Contract.

1.1.36 **Contract Documents** means the following collection of documents governing the Design-Builder's performance of the Work:

- .1 Project Criteria;
- .2 Approved Deviations;
- .3 RFP Documents;
- .4 the Design-Build Proposal with the exception of Approved Deviations, the Contract Documents shall not include any portion of a Design-Build Proposal that deviates from the Project Criteria;
- .5 the Design-Build Contract;
- .6 other terms, conditions and requirements applicable to the performance of the Design-Build Contract and Work (including the General Conditions, any Supplementary and Special Conditions);
- .7 Addenda and other documents listed in the Design-Build Contract;
- .8 Modifications issued after execution of the Design-Build Contract;
- .9 Final Construction Documents prepared by Design-Builder in accordance with the requirements and standards of the Contract Documents and approved by County; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Final Construction Documents that deviates from the Project Criteria;
- .10 a Change Order signed in the manner required by the General Conditions;
- .11 a Unilateral Change Order signed in the manner required by the General Conditions
- .12 a Field Order signed in the manner required by the General Conditions;
- .13 a written order for a Minor Change in the Work signed in the manner required by the General Conditions;
- .14 Reference Documents;
- .16 Labor Compliance Program (if applicable); and
- .17 those documents, or portions or provisions of documents that, although not listed in Subparagraphs 1.1.39.1 through 1.1.39.16, above, are expressly cross-referenced therein or attached thereto.

1.1.37 **Contract Sum** means the total amount of compensation stated in the Design-Build Contract that is payable to Design-Builder for the performance of the Work in accordance with the Contract

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

Documents, as derived by taking the overall price stated by Design-Builder in its Design-Build Proposal, or as adjusted for (1) Contract Adjustments.

1.1.38 **Contract Time** means the total number of Days set forth in the RFP Documents and Design-Build Contract within which Design-Builder must achieve: (1) completion of the Final Construction Documents, (2) Substantial Completion of the Work and/or (3) Final Completion of the Work, as extended or shortened by Contract Adjustments.

1.1.39 **County** means the County of Mono, a political subdivision of the State of California, acting through its Board of Supervisors and authorized representatives and employees who act on behalf of the County.

1.1.40 **County Administrative Officer or CAO** means the County Administrative Officer of Mono County or his/her designee.

1.1.41 **County Amount** means the component amount calculated on behalf of County pursuant to Paragraph 14.1.5, below, that is used to determine the net amount payable to Design-Builder or County in the event of a partial or full termination or discontinuance of the Work.

1.1.42 **County Consultant** means a consultant engaged by the County to provide professional advice and services with respect to the design, construction or management of the Project.

1.1.43 **County Furnished Materials** means materials, equipment, goods, products or other items that are furnished by County to Design-Builder for incorporation into the Work by Design-Builder or a Subcontractor.

1.1.44 **County Review Date** means an end date(s) set forth in the Design-Build Schedule or Submittal Schedule for the County, Project Manager or a County Consultant to provide information, review documents or render decisions.

1.1.45 **County Review Period** means a period of time set forth in the Design-Build Schedule or Submittal Schedule within which the Design-Builder has scheduled the County, Project Manager or a County Consultant to provide information, review documents or render decisions.

1.1.46 **Date of Commencement of Construction** means the starting date set forth in the Notice to Proceed with Construction, which shall be no earlier than the first working day following issuance of the Notice to Proceed with Construction, from which is measured the Contract Time for Substantial Completion of the Work. If no Notice to Proceed with Construction is issued, then the Date of Commencement of Construction shall be the date that the Design-Builder actually commences Work at the Site in accordance with Paragraph 8.1.1, below.

1.1.47 **Date of Commencement of Design** means the starting date set forth in the Notice to Proceed with Design, which shall be no earlier than the first working day following issuance of the Notice to Proceed with Design, from which is measured the Contract Time for completion of the Final Construction Documents. If no Notice to Proceed with Design is issued, then the Date of Commencement of Design shall be the date that the Design-Builder actually commences performance of the design portion of the Work following issuance by County of the Notice of Intent to Award.

1.1.48 **Day**, whether capitalized or not, and unless otherwise specifically described as a work day or business day, means calendar day, including weekends and legal holidays.

1.1.49 **Defective Work** means Work by Design-Builder or its Subcontractors or Sub-Consultants that contains, includes or constitutes: (1) a Design Deficiency; or (2) materials, equipment, labor, workmanship, construction services or other construction performed or provided by the Design-Builder or a Subcontractor or Sub-Consultant that is (a) faulty, omitted, incomplete, or deficient or (b) does not conform to Applicable Laws, the Contract Documents, or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.50 **Delay**, (whether capitalized or not) means any circumstances involving delay, disruption, hindrance or interference.

1.1.51 **Deleted Work** means Work that is eliminated or its scope or cost reduced pursuant to a Change Order or Unilateral Change Order.

1.1.52 **Department of Industrial Relations** means the Department of Industrial Relations of the State of California.

1.1.53 **Design-Build Contract** means the written contract executed between the County and the Design-Builder for the performance of the Work.

1.1.54 **Design-Build Entity** means a design-build entity as defined by California Education Code §81701 (c).

1.1.55 **Design-Build Entity Member** means any and all of the individuals, corporations, partnerships, joint ventures or other associations of persons or entities that holds an ownership interest in, or that shares in the profits and losses of, a Design-Build Entity. If a Design-Build Entity Member is itself a partnership, joint venture or other association of persons or entities, then the term Design-Build Entity Member also means and includes any and all of the individuals, corporations, partnerships, joint ventures or other associations of persons or entities that holds an ownership interest in, or that shares in the profits and losses of, such Design-Build Entity Member.

1.1.56 **Design-Build Schedule** means the detailed, critical path schedule prepared by the Design-Builder in accordance with the requirements of the Contract Documents showing the Design-Builder's plan for performance of the Work within the Contract Time.

1.1.57 **Design-Build Team** means the team assembled and proposed by a Design-Build Entity to design and build the Project, consisting the Design-Build Entity and its proposed Architect of Record, Principal Engineers, Electrical Subcontractor, Mechanical Subcontractor and Other Subcontractors.

1.1.58 **Design-Builder** means the person or entity under contract with the County pursuant to the Design-Build Contract to design and construct the Work.

1.1.59 **Design-Builder Amount** means the component amount calculated on behalf of Design-Builder pursuant to Paragraph 14.1.5, below, that is used to determine the net amount payable to Design-Builder or County in the event of a partial or full termination or discontinuance of the Work.

1.1.60 **Design-Build Proposal (or, Proposal)** means the combined price and technical proposal (including, without limitation, any other documents required by the RFP Documents to be submitted with the Design-Build Proposal) initially submitted by the Proposer in response to the Request for Proposals.

1.1.61 **Design-Builder's Own Expense**, when used in the Contract Documents with regard to a stated circumstance, means that the Design-Builder agrees to pay for any Loss associated with such circumstance without reimbursement by the County and without adjustment to the Contract Sum or Contract Time. References to Design-Builder's Own Expense in relation to a set of circumstances stated in one portion of the Contract Documents shall not be interpreted as implying that such circumstances are the sole or exclusive circumstances under which the Design-Builder is responsible to bear, at its own expense, a particular risk or cost without compensation or reimbursement by the County.

1.1.62 **Design Deficiency** means information contained in the Construction Documents, an Approved Deviation or a Submittal that:

.1 constitutes one of these conditions:

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

- (1) a design, engineering or other technical error,
- (2) violates an Applicable Law in effect at the time such information was first prepared,
- (3) violates an Applicable Law enacted after the time such information was first prepared and that Design-Builder fails promptly after such enactment to correct to conform to such Applicable Law,
- (4) conflicts or lacks coordination with information contained in another part of the Contract Documents, or
- (5) at the time such information was prepared, conflicted or lacked coordination with other information relating to the Project, Work, Site or Existing Improvements that was either known to Design-Builder or that Design-Builder should have known in the performance of an obligation assumed by Design-Builder under the RFP Documents, Design-Build Contract or General Conditions; or

.2 an omission in the Construction Documents, an Approved Deviation or a Submittal that, in some material respect, renders one or more of the details, elements or parts of the Construction Documents, the Approved Deviation or the Submittal materially misleading or materially incomplete; or

.3 information or an omission, not within the definitions of Design Deficiency set forth in Subparagraphs 1.1.58.1 or 1.1.58.2, above, in an Approved Deviation that when incorporated into the construction of the Work renders some other portion of the Work unsuitable to satisfy a portion or all of the requirements of the Project Criteria, other Approved Deviations or the Design Intent, unless Design-Builder has fully informed County in writing at the time Design-Builder requested approval of such information or omission as an Approved Deviation that such approval may result in rendering some other portion of the Work unsuitable to satisfy a portion or all of the requirements of the Project Criteria, other Approved Deviations or the Design Intent.

1.1.63 **Design Document Submission Standards** means the standards set forth in the RFP Documents governing submission by Design-Builder of Construction Documents to the County and Project Manager for their review and approval.

1.1.64 **Design Documents** means all originals, copies and drafts of plans, drawings, tracings, specifications, programs, reports, calculations, presentation materials, models and other writings or materials containing designs, specifications or engineering information prepared by Design-Builder or its Sub-Consultants or Subcontractors including, without limitation, computer aided design materials, electronic data files, and paper copies.

1.1.65 **Design Fee** means the agreed, fixed fee that forms the basis for calculation of the compensation payable to Design-Builder pursuant to Article 14, below, in the event of a termination of the Design-Build Contract prior to start of physical construction at the Site.

1.1.66 **Design Intent** means the design intent of the Project as expressed in the Project Criteria and as further delineated in Paragraph 1.3.1, below.

1.1.67 **Designation of Subcontractors** means the list of proposed Subcontractors prepared by the Design-Builder pursuant to the RFP Documents, California Education Code §81704 (c), and California Public Contract Code §§4100 et seq.

1.1.68 **Differing Site Condition** means those unforeseen conditions described in Paragraph 4.4.9, below, that constitute a ground for Contract Adjustment.

1.1.69 **Disability Laws** means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government Authority, which regulate, relate to, or impose liability or standards of conduct with respect to, or accessibility for, persons with disabilities,

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

including, without limitation, the Americans With Disabilities Act (42 U.S.C. §§ 12101, et seq.) and the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3604 et seq.).

1.1.70 **Discovery Date** generally used in reference to Design-Builder's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates that Design-Builder or any Subcontractor or Sub-Consultant either: (1) discovered such facts, conditions or circumstances; or (2) should have discovered such facts, conditions or circumstances in the exercise of the level of care required by the terms of the Standard of Performance.

1.1.71 **Discussions** means confidential, face-to-face exchanges between the County's RFP Selection Committee and a Proposer for the purpose of: (1) validating the Design-Builder's direction and philosophy; (2) clarifying Design-Build Proposals to assure a full understanding of, and responsiveness to, the requirements of the RFP Documents and (3) discussing any perceived weakness or deficiencies in a Design-Build Proposal. Discussions include both Pre-Scoring Discussions and Post-Scoring Discussions.

1.1.72 **Drawings** means the graphic and pictorial portions of the Project Criteria or Construction Documents showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans."

1.1.73 Inspector of **Record Review Time** means the actual period of time of review by the Inspector of Record of the Construction Documents, commencing from the date that the first full or partial set of Construction Documents is first submitted by Design-Builder to the Inspector of Record for review and ending on the date that the Inspector of Record issues its first approval thereof (exclusive of any elements of such Construction Documents for which deferred approval by the Inspector of Record is requested by Design-Builder and permitted by the Inspector of Record).

1.1.74 **Electrical Subcontractor** means the specialty contractor, holding a **Class C10** (electrical) contractor's license issued by the State of California Contractors State License Board that is current, active and in good standing, who an Applicant or Proposer proposes to assume responsibility for the construction of the electrical trade portion of the Work.

1.1.75 **Environmental Laws** means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Substances Transportation Act [49 U.S.C. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C. §§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. §§ 4821 et seq.]; and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirement.

1.1.76 **Escrow Agent** means the entity serving as escrow agent pursuant to California Public Contract Code § 22300 in connection with the deposit of securities or retention.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.77 **Event of Design-Builder Default** means an event constituting default by Design-Builder as set forth in Paragraph 14.1.1, below.

1.1.78 **Excusable Delay** means a Delay, other than a Compensable Delay, to Design-Builder's ability to achieve Substantial Completion or Final Completion of the Work within the Contract Time that is: (1) not caused, in whole or in part, by a Design Deficiency, an act or omission of Design-Builder, a Subcontractor or a Sub-Consultant, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Design-Builder to comply with the Contract Documents; (2) unforeseeable, unavoidable and beyond the control of Design-Builder and the Subcontractors and Sub-Consultants, of every Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Design-Builder or a Subcontractor or Sub-Consultant, of any Tier, nor any failure by a Subcontractor or Sub-Consultant, of any Tier, to perform any obligation imposed by contract or Applicable Laws, shall constitute a ground for Excusable Delay.

1.1.79 **Existing Improvements** means all improvements that, as of the Final Proposal Submission Date are located above or below the surface of the ground at the Site, including but not limited to existing buildings, utilities, infrastructure improvements and other facilities.

1.1.80 **Extra Work** means labor, materials, equipment, services or other work, not reasonably inferable from the design and other information set forth in the Contract Documents, the performance of which requires the expenditure by the Design-Builder of additional and unforeseen Allowable Costs of performance. References to Extra Work shall not be interpreted to mean or imply that the Design-Builder is entitled to a Contract Adjustment unless such Extra Work constitutes a Compensable Change.

1.1.81 **Facilities Master Plan** means the master plan showing where the improvements for the Project are proposed to be located at the County Public Works offices and specifying, where appropriate, approximate square footages, building footprints and infrastructure.

1.1.82 **Field Order** means a written instrument signed in accordance with the requirements of Article 7 below, that: (1) directs the performance of a Minor Change; (2) directs performance of Work or a Change with respect to which there exists a dispute or question regarding a Contract Adjustment; or (3) establishes a mutually agreed basis for Contract Adjustment under circumstances where performance of the Compensable Change needs to proceed in advance of complete substantiation and evaluation of the impact thereof on the Contract Sum or Contract Time.

1.1.83 **Final Completion.** Finally Complete mean the point at which the following conditions have occurred with respect to the entire Work: (1) the Work is fully completed, including all minor corrective, or "punch list," items; (2) a permanent or temporary certificate of occupancy (free of any conditions that are the result of a Design Deficiency, an act or omission of the Design-Builder or a Subcontractor or Sub-Consultant of any Tier constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Design-Builder to comply with the Contract Documents) for such Work has been obtained; (3) the Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork and other Work; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped and washed clean and in an undamaged, new condition; all aluminum and other metal surfaces are cleaned in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with manufacturers' recommendations and buff dried by machine to bring the surfaces to sheen; (4) all conditions for Substantial Completion of the Work have been, and continue to be, fully satisfied; (5) all conditions within the control or responsibility of Design-Builder or its Subcontractors or Sub-Consultants and pertaining to the Work that are required for the release of County's obligations (including, but not limited to, release of County's bond obligations) to Governmental Authorities (including, but not limited to, matters involving grading, flood control, public works, transportation and traffic) have been satisfied; and (6) Acceptance of the Work.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.84 **Final Completion Punch List** means the list of items of Work to be completed or corrected by Design-Builder for Final Completion.

1.1.85 **Final Construction Documents** means the 100% completed and coordinated Construction Documents prepared by Design-Builder that are approved by the County, including any changes and corrections required by Governmental Authorities.

1.1.86 **Final Payment** means payment by the County to the Design-Builder of the entire unpaid balance of the Contract Sum following Final Completion.

1.1.87 **Final Proposal Submission Date** means the date that a Proposer submitted its Design-Build Submittal.

1.1.88 **Force Majeure Event** means, and is restricted to, any the following if and to the extent not caused by a Design Deficiency, an act or omission of the Design-Builder or a Subcontractor or Sub-Consultant, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Design-Builder to comply with the Contract Documents: (1) Acts of God occurring at the Site; (3) terrorism or other acts of a public enemy; (4) actions or inactions of Governmental Authorities (other than action or inaction of the Inspector of Record in connection with its review or approval or disapproval of the Construction Documents); (5) action or inaction of the Inspector of Record in connection with its review or approval or disapproval of the Construction Documents that results in the Inspector of Record Review Time exceeding the Agreed Inspector of Record Review Time; (6) epidemics or quarantine restrictions; (7) strikes and other organized labor action and the effects thereof on the Work to the extent such strikes and other organized labor action is beyond the control of Design-Builder and its Subcontractors and Sub-Consultants and to the extent the effects thereof cannot be avoided by use of replacement workers, implementation of a dual gate system or other reasonable and customary accommodations at the Site; or (8) unusual shortages in materials that are supported by documented proof that (a) the Design-Builder made every effort to obtain such materials from all available sources located within a reasonable distance of the Site, (b) such shortage is due to the fact that such materials are not physically available or could have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated on the Final Proposal Submission Date.

1.1.89 **General Conditions** means the herein set forth general terms and conditions governing performance of the Work.

1.1.90 **General Contractor** means the general contractor who an Applicant or Proposer proposes to assume responsibility for the subcontracting, management, supervision and administration of the construction of the Project, holding (except as otherwise permitted by Pre-Qualification Documents or RFP Documents) a Class "B" (general contracting) or Class "A" (general engineering) contractor's license issued by the State of California Contractors State License Board that is current, active and in good standing.

1.1.91 **General Requirements** means Division 1 of the Specifications of the Contract Documents setting forth detailed procedures and standards applicable to the Work.

1.1.92 **Good Faith Determination** means a determination made by the Vice Chancellor Finance & Facilities, (or, in the case of a Certification for Payment, by the Project Manager) which he/she believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so. Design-Builder shall comply with the terms of all Good Faith Determinations; but unless the Contract Documents otherwise expressly provide, a Good Faith Determination shall not be interpreted as precluding the Design-Builder from exercising its rights of recourse or recovery pursuant to the Claims Dispute Resolution Process.

1.1.93 **Governmental Authority** means the United States, the State of California, the County of Mono, the Town of Mammoth Lakes, and any other local (other than County), regional, state, or federal political

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

subdivision, authority, agency, department, commission, board, bureau, court, judicial or quasi-judicial body, and any legislative or quasi-legislative body, or instrumentality of any of them, which exercises jurisdiction over the Project, Work, Site, Design-Builder or County, including, without limitation, any Governmental Authorities having jurisdiction to review and approve or reject the Construction Documents, Contract Documents, or the Work based on compliance or non-compliance with Applicable Laws.

1.1.94 **Governmental Authority Review Period** means a period of time set forth in the Design-Build Schedule or Submittal Schedule for Governmental Authority review or approval of the Work.

1.1.95 **Guarantee to Repair Period** means the period of time set forth in Section 12.3 of the General Conditions for repair or replacement of Defective Work.

1.1.96 **Guaranteed Maximum Price (GMP)** shall consist of the following components as described in Section 4.1 of the Design-Build Contract: 1) Pre-Construction Costs, including Design Fee and Pre-Construction Service Fee; 2) Construction Costs, including General Conditions and Direct Cost of the Work; 3) Bonds; 4) Insurance; 5) Overhead and Profit; 6) Contingency; and 7) any Allowances the County prescribes for the contract.

1.1.97 **Holiday** means those Days recognized by County as being legal holidays for its staff and employees, comprised of the following, each of which shall constitute a one Day holiday unless otherwise stated: Martin Luther King Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Fourth of July; Labor Day; Veteran's Day; Thanksgiving (two Days); Christmas (two Days); and New Year's (two Days). The County recognizes other County holidays that will not apply to the Design-Build entity.

1.1.98 **Hazardous Substance** means either of the following: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," "contamination" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.99 **Illness and Injury Prevention Plan (or, IIPP)** means the plan prepared by the Design-Builder setting forth the general safety policies and procedures governing the Design-Builder's performance of the Work.

1.1.100 **Indemnitees** means those persons or entities listed in Paragraph 3.20.1, below, as the "Indemnitees".

1.1.101 **Instructions to Applicants** means that portion of the Request For Proposal Documents, so titled, issued to Applicants setting forth the requirements and procedures for Design-Build Entities seeking to participate in the Request for Proposals process for the Project.

1.1.102 **Inspector of Record** means an inspector designated by Mono County in its sole discretion, which may but need not be an inspector employed by the Town of Mammoth Lakes or by the County of Mono.

1.1.103 **Instructions to Proposers** means that portion of the RFP Documents, so titled, issued to Design-Build Entities who submit Design-Build Proposals, setting forth the requirements and procedures applicable to the Request for Proposals process and the Award of the Design-Build Contract.

1.1.104 **Intellectual Property Rights** means all intellectual property rights including without limitation patent, trademark, trade dress, copyright, industrial design rights, priority rights, and trade secrets.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.105 **Key Personnel, Key Persons** mean those individuals employed by the Design-Builder for performance of the Work that are considered of essence to the consideration for and performance of the Design-Build Contract.

1.1.106 **Labor Compliance Program** means the Labor Compliance Program, if any, that is identified in Design-Build Contract as being applicable to the Project pursuant to California Labor Code § 1771.7.

1.1.107 **Loss, Losses** mean any and all economic and non-economic injuries, losses, costs, liabilities, claims, damages, cost escalations, actions, judgments, settlements, expenses, fines and penalties. "Losses" do not include attorney's fees or court costs, whether arising as an expense or cost of legal proceedings to which Design-Builder is a party or as a consequential damage claimed against Design-Builder by any third person or entity.

1.1.108 **Master Files Archives System** means the master filing system prepared or proposed by Design-Builder and accepted by Project Manager whereby all documents (electronic and hard copy) are stored for ready access by authorized Project Team members or auditors of the County.

1.1.109 **Mechanical Subcontractor** the specialty contractor, holding a **Class C20** (mechanical) contractor's license by the State of California Contractors State License Board that is current, active and in good standing, issued, who an Applicant or Proposer proposes to assume responsibility for the construction of the mechanical trade portion of the Work.

1.1.110 **Minor Change** means a Change in the Work that does not involve either performance of Extra Work or a Contract Adjustment.

1.1.111 **Modification** means a document, other than a Change Order or Field Order, approved and signed by County and Design-Builder after execution of the Design-Build Contract, agreeing to alter, amend or modify the Contract Documents.

1.1.112 **Mold** means mold, mildew, spores or other microorganisms of any type, nature or description, or any by-product thereof, the presence of which poses an actual or potential threat to human health, including, without limitation, any species of organisms of the kingdoms of fungi or mycota, including yeasts, smuts, ruts, mildews, mold and mushrooms, or any microbial contamination, either airborne or surface, which arises out of or is related to the presence of fungi or spores (including, without limitation, aspergillus, cladospodium, penicillium and stachybotrys chartarum).

1.1.113 **Negotiations** means confidential, face-to-face exchanges between the County's RFP Selection Committee and a Proposer to maximize the County's ability to determine and obtain the best value from among the Proposers submitting Design-Build Proposals.

1.1.114 **Non-Collusion Affidavit** means the form, so titled, required to be submitted by a Proposer under California Public Contract Code § 7106 and the requirements of the Request for Proposals.

1.1.115 **Notice of Change** means a formal written notice required to be submitted by Design-Builder pursuant to Paragraph 7.6.1, below, notifying County of circumstances that Design-Builder believes may give rise to a Contract Adjustment based on Compensable Change or Deleted Work.

1.1.116 **Notice of Completion** means a "notice of completion" as defined in California Civil Code §3093.

1.1.117 **Notice of Delay** means a formal written notice required to be prepared and submitted by Design-Builder pursuant to Paragraph 8.2.2, below, notifying County of circumstances that Design-Builder believes may give rise to a Contract Adjustment to the Contract Time for Excusable Delay or Compensable Delay or a Contract Adjustment to the Contract Sum for Compensable Delay.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.118 **Notice of Intent to Award** means the written notice by or on behalf of the County stating the County's intent to Award the Design-Build Contract to the Design-Builder.

1.1.119 **Notice of Final Completion** means the written notice by Project Manager confirming the date that the Work is Finally Completed by Design-Builder.

1.1.120 **Notice of Substantial Completion** means the written notice by the Project Manager confirming the date that the Work is Substantially Completed by the Design-Builder.

1.1.121 **Notice to Proceed with Construction** means the written notice issued by the County to the Design-Builder to begin physical construction of the Work at the Site. Permission granted by the County to conduct on-Site testing or investigation of the Site or other preliminary work in preparation for commencement of the Work shall not be interpreted as constituting a Notice to Proceed with Construction.

1.1.122 **Notice to Proceed with Design** means the written notice issued by the County to the Design-Builder to begin the design portion of the Work.

1.1.123 **Other Subcontractor** means a specialty contractor who an Applicant proposes to perform the work of an "Other" Subcontractor Trade, holding a specialty contractor's license by the State of California Contractors State License Board that is current, active and in good standing, in the license classification that the Pre-Qualification Documents state such license must be held in order to qualify the specialty contractor to perform the work of such Other Subcontractor Trade.

1.1.124 **Other Subcontractor Trade** means the following trade portions of the Work that must be performed by one or more "Other" Subcontractors who have been pre-qualified pursuant to the requirements of the Pre-Qualification Documents: (1) **Plumbing** (required license: Class C-36); and (2) **Automatic Fire Sprinklers** (required license: Class C-16).

1.1.125 **Performance Bond, Payment Bond** means the surety bonds required to be provided by the Design-Builder pursuant to Section 11.8, below.

1.1.126 **Plans** means the graphic and pictorial portions of the Project Criteria or Construction Documents showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings."

1.1.127 **Post-Award Submittals** means the collection of documents described in the RFP Documents that is required to be submitted by the Proposer identified in the Notice of Intent to Award as the Proposer selected by County for the Award of the Design-Build Contract.

1.1.128 **Post-Scoring Discussions** means Discussions held after the scoring by County of Design-Build Proposals.

1.1.129 **Pre-Scoring Discussions** means Discussions held before the scoring by County of Design-Build Proposals.

1.1.130 **Pre-Qualification Questionnaire** means the completed questionnaire submitted by an Applicant in response to the Request for Proposal issued by the County.

1.1.131 **Pre-Qualified Design-Build Entity (or, Pre-Qualified Proposer)** means a Design-Build Entity that is pre-qualified by County, based on its Pre-Qualification Submittal.

1.1.132 **Pre-Submittal Conference** means the mandatory conference held by the County as part of the Request for Proposals process for the purpose of acquainting the Design-Build Entities with the Project and the Request for Proposals process.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.133 **Preliminary Design Documents** means the preliminary design documents furnished by the County to the Proposers setting forth those elements of the Project Criteria pertinent to the design and construction of the Work.

1.1.134 **Principal Engineer** means a licensed engineering or design professional who Applicant proposes to provide the professional services for a Principal Engineer Discipline.

1.1.135 **Principal Engineer Discipline** means the following disciplines of professional services required for the Project, which shall be performed by Principal Engineers who have been pre-qualified pursuant to the requirements of the Pre-Qualification Documents: (1) Structural Engineer; (2) Electrical Engineer; (3) Mechanical Engineer; (4) Civil Engineer; and (5) Landscape Architect.

1.1.136 **Principal Engineer's Firm.** means, where a Principal Engineer is not an individual doing business as a sole proprietorship, the firm (whether a sole proprietorship, corporation, partnership or other association) that employs the Principal Engineer.

1.1.137 **Product Data** means illustrations, standard schedules, charts, instructional brochures, diagrams and other information furnished by the Design-Builder to illustrate a material, product or system for the Work.

1.1.138 **Progress Payment** means a payment of a portion of the Contract Sum that is based on the progress of the Work, less such amount as is authorized to be withheld therefrom as retention pending Final Completion.

1.1.139 **Project** means the work of improvements designed and constructed for the County at the Project Site utilizing, in whole or in part, funds from the Bond Program, commonly referred to as the Mono County Civic Center, of which the Work may be the whole or a part.

1.1.140 **Project Budget** means the maximum amount of money that may be proposed in a Design-Build Proposal as its Guaranteed Maximum Price ("GMP") for the full performance of the Work.

1.1.141 **Project Criteria** means the County's requirements, specifications, criteria and objectives for the Project as set forth in the RFP Documents (including, without limitation, the Preliminary Design Documents) as modified by (1) changes to the Project Criteria set forth in an RFP Addendum issued by County and (2) Approved Deviations.

1.1.142 **Project Components** means each of the phases or components comprising the Project as set forth in the Instructions to Applicants. Unless otherwise stated in the Project Criteria, the use of the term "Project Component" is not intended to imply that the design and construction of Project Components will necessarily be conducted at different times or in a phased or fast-tracked manner.

1.1.143 **Project Documents** means all writings (hard copy and electronic) in the possession of Design-Builder at the Site or elsewhere that relate in any way to the Project or Work.

1.1.144 **Project Manager** means the on-site representative of the County who is primarily responsible for management, oversight and supervision of the implementation of the Project, but without the authority to approve changes to the Contract.

1.1.145 **Project Reference** means information provided by Applicant in response to a request for project references in the Pre-Qualification Questionnaire.

1.1.146 **Project Reference Interview** means a telephonic interview conducted by the County of a Project Reference provided by an Applicant in its responses to the Pre-Qualification Questionnaire.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.147 **Project Team** means the Project Manager, Construction Administrator, Bond Program Manager, other County Consultants, Design-Builder, Subcontractors, Sub-Consultants, Separate Contractors, Inspectors of Record and other firms or individuals retained by the County, or retained by others with the County's approval, participating in the planning, programming, design or construction of the Work.

1.1.148 **Proposed Subcontractor** means a person, entity or association of persons or entities that the Applicant proposes to be considered for pre-qualification as the Electrical Subcontractor, Mechanical Subcontractor or an "Other" Subcontractor.

1.1.149 **Proposer** means a Design-Build Entity that submits a Design-Build Proposal to the County.

1.1.150 **Proprietary Information** means and is limited to (in lieu of any other definitions that may exist or apply under Applicable Laws) technical information in the form of design details, construction techniques, procedures, means and methods and other technical design and construction information that: (1) is patented, or (2) is (a) only known to those persons within the Proposer's company in whom such technical information is confided, and (b) has unique or special qualities (including, without limitation, a unique or special assembly) not generally known in the construction industry among competing contractors or design-builders designing or constructing structures of the type proposed for the Project; provided, however, that the Proposer has clearly and completely marked and identified with the words "PROPRIETARY INFORMATION" wherever and everywhere it appears in the Proposer's Design-Build Proposal and Construction Documents. Building designs and similar aesthetic elements of a design that are displayed in the Proposer's model shall not, under any circumstances, constitute Proprietary Information and may be disclosed and displayed by the County (including, without limitation, to the public) at any time, without prior notice to or consent of the Proposer.

1.1.151 **Record Documents** means the collection of documents assembled and prepared by Design-Builder (including, without limitation, the Record Drawings and Specifications) showing the condition of the Work as actually built.

1.1.152 **Record Drawings, Record Specifications** mean the Drawings and Specifications marked by Design-Builder to show the condition, location and placement of the Work as actually built, including, without limitation, the locations of mechanical, electrical, plumbing or similar portions of the Work that are depicted diagrammatically in the Drawings.

1.1.153 **RFP Addendum** means written information in the form of an Addendum provided as part of the RFP process which modifies or interprets the RFP Documents by additions, deletions, clarifications, or corrections.

1.1.154 **RFP Documents** means the following collection of documents: (1) the Instructions to Proposers (including, without limitation, all attachments thereto); and (2) RFP Addenda.

1.1.155 **RFP Schedule** means the schedule of events and deadlines set forth in the Instructions to Proposers, including any changes thereto made by County pursuant to RFP Addendum.

1.1.156 **RFP Selection Committee** means the jury of individuals appointed by the County to evaluate, score and rank the Design-Build Proposals and to issue a recommendation to the County for issuance of a Notice of Intent to Award to the Proposer whose Design-Build Proposal represents the "best value" to the County.

1.1.157 **Reasonable Order of Magnitude Estimate** means a general estimate prepared by Design-Builder, or by Design-Builder and the Project Manager, without the benefit of complete or definitive pricing by Subcontractors and Sub-Consultants, of the projected additional cost and time associated with a particular item or items of Extra Work or Deleted Work described in a Field Order. Unless otherwise agreed to in writing between County and Design-Builder, a Reasonable Order of Magnitude Estimate does not constitute either an authorization or agreement by County to any Contract Adjustment or a guarantee or promise by the Design-

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

Builder of the maximum amount of any Contract Adjustment that may be associated with Extra Work or Deleted Work.

1.1.158 **Record Documents** means the Record Drawings and Specifications, warranties, guaranties, maintenance and operations manuals and other documents that are to be maintained by the Design-Builder on the Site and delivered, along with electronic versions, to the Project Manager upon Final Completion of the Work.

1.1.159 **Record Drawings and Specifications** means the set of Drawings and Specifications marked by Design-Builder showing the condition of the Work as actually constructed, including, without limitation, the quantities, locations, lengths and dimensions of mechanical, electrical, plumbing, HVAC or similar portions of the Work that are shown diagrammatically in the Contract Documents.

1.1.160 **Reference Documents** means reports, studies, surveys and other information provided by County for Design-Builder's review and consideration in preparing its Design-Build Proposal, including, without limitation, information describing the Site (including surface or subsurface conditions), Existing Improvements or Hazardous Substances at the Site.

1.1.161 **Request for Clarification** means a request for clarification of the RFP Documents.

1.1.162 **Request for Extension** means a formal written request submitted by Design-Builder pursuant to Paragraph 8.2.3, below, setting forth the justification and support for Design-Builder's request for a Contract Adjustment to the Contract Time.

1.1.163 **Request for Information** means a written request by Design-Builder for clarification of what it perceives to be a discrepancy in the RFP Documents or Project Criteria (including, without limitation, information in the in the RFP Documents or Project Criteria constituting errors, omissions, conflicts, ambiguities, lack of coordination, noncompliance with Applicable Laws or a variance between the such information and conditions at the Site or in Existing Improvements).

1.1.164 **Request for Proposals (or, RFP)** means the document or collection of documents, so titled, issued by the County inviting and instructing Design-Build Entities on the procedures and requirements applicable to the Request for Proposals process and the Award of the Design-Build Contract.

1.1.165 **Samples** means physical examples that, when approved by County, illustrate materials, equipment or workmanship by which the Work is to be evaluated and judged.

1.1.166 **Schedule of Values** means a detailed, itemized breakdown of the Contract Sum, which provides for an allocation of the dollar values to each of the various parts of the Work.

1.1.167 **Separate Contractor** means a person or entity, other than the Design-Builder, under separate contract with the County to perform construction or supply materials or equipment to the Project.

1.1.168 **Shop Drawings** means drawings, diagrams, schedules and other data specially prepared for the Work by the Design-Builder or a Subcontractor to illustrate some portion of the Work.

1.1.169 **Site** means: (1) the parcel of land identified in the Design-Build Contract on which the Project is to be constructed and such additional parcels as may be purchased by County for such construction; (2) all areas adjacent to such parcels that may be used by Design-Builder or the Subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which Work is required to be performed under the Contract Documents, Applicable Laws or permits relating to the Project.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.170 **Specifications** means the portion of the Construction Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

1.1.171 **Standard of Performance** means the general standard set forth in Section 2.2 of the Design-Build Contract governing Design-Builder's performance of its obligations under the RFP Documents, Design-Build Contract and other Contract Documents.

1.1.172 **State Water Resources Control Board** means the State Water Resources Control Board of the State of California.

1.1.173 **Statement of Dispute** means a written description of a disputed Claim that is required to be submitted as part of the Claims Dispute Resolution Process.

1.1.174 **Storm Water Permit** means a State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity issued by the State Water Resources Board for the State of California.

1.1.175 **Sub-Consultant** means a person or entity, other than a Subcontractor, that has a contract to perform any design, engineering or other professional services comprising all or a portion of the Work, including, without limitation, consultants, Sub-Consultants, architects and engineers, of any and every Tier.

1.1.176 **Subcontractor** means a person or entity that has a contract to perform a portion of the Work, including without limitation, a contractor, subcontractor, sub-subcontractor, supplier and vendor, of any and every Tier.

1.1.177 **Submittal** means Shop Drawings, Product Data, Samples, detailed designs, exemplars, fabrication and installation drawings, lists, graphs, operating instructions and other documents required to be submitted by the Design-Builder under the Contract Documents for review by County, Project Manager or a County Consultant.

1.1.178 **Submittal Schedule** means the schedule prepared by the Design-Builder showing the timing for submission and review of Submittals during construction.

1.1.179 **Substantial Completion, Substantially Complete** means the point at which, with respect to the Work or portion of the Work designated by County for separate delivery to County: (1) such Work can be fully enjoyed and beneficially occupied and utilized by County for its intended purpose (except for minor items which do not impair County's ability to so occupy and use such Work, including but not limited to exterior landscaping and other exterior weather sensitive improvements); (2) all permits, approvals and certificates by Governmental Authorities (such as, but not necessarily limited to, a permanent or temporary certificate of occupancy that does not contain any conditions that are the result of the Design-Builder failing to perform any obligation under the Contract Documents) required to occupy and use such Work have been issued; and (3) all systems included in such Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted, and instruction of County's personnel in the operation of such systems has been completed.

1.1.180 **Substantial Completion Punch List** means the list of items of Work to be completed or corrected by Design-Builder for Substantial Completion.

1.1.181 **Substitution** means a material, product or item of material or equipment proposed by the Design-Builder after Award of the Design-Build Contract in place of that called for by the Contract Documents.

1.1.182 **Supplementary and Special Conditions** means those portions of the Contract Documents that supplement, by addition, modification or deletion, a portion of the General Conditions.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.1.183 **Surety** means the surety(ies) issuing the Performance Bond or Payments Bond.

1.1.184 **Target Cost** means the guidelines, contained in the County Design Criteria related to standards and processes approved by the Board of Supervisors and related design procedures, criteria and standards.

1.1.185 **Target Value Design** means a disciplined management practice to be used throughout the project to assure the project meets the operational needs and values of the users, is delivered within the allowable budget, and promotes innovation throughout the process to increase value and eliminate waste.

1.1.186 **Tier** means the contractual level of a Subcontractor or Sub-Consultant with respect to the Design-Builder. For example, a "first-tier" Subcontractor is under contract with the Design-Builder. A sub-subcontractor under contract with a first-tier Subcontractor is in the "second tier," and so on. Use of the phrase "of every Tier", or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrases are not used, are intended to be limited application to only the first Tier or to only certain Tiers of Subcontractors or Sub-Consultants.

1.1.187 **Time Impact Analysis** means a written report evaluating the impact of an Excusable or Compensable Delay, which shall include, at a minimum, the following: (1) a narrative description of the Delay and its impact on the schedule to achievement of a Substantial Completion or Final Completion of the Work or a portion of the Work designated by County within the Contract Time; (2) the number of Days of extension sought by Design-Builder as a Contract Adjustment to the Contract Time; (3) a computation of the Days of Compensable Delay multiplied times the liquidated damages payable to Design-Builder pursuant to Section 3.5 of the Design-Build Contract, if any, sought by Design-Builder; (4) a statement that Design-Builder has complied with the requirements of the General Conditions for written notice of Delays, along with the dates and copies of such notices; (5) the measures taken by Design-Builder and Subcontractors and Sub-Consultants to prevent or minimize the Delay; and (6) Design-Builder's recommendations for reordering or re-sequencing the Work to avoid or minimize further Delay.

1.1.188 **Unexcused Delay** means any Delay that is not a Compensable Delay or Excusable Delay or that constitutes a Compensable Delay or Excusable Delay for which Design-Builder is not entitled to a Contract Adjustment to the Contract Time, including, without limitation, the following: (1) Delay caused by a Design Deficiency, an act or omission of Design-Builder or a Subcontractor or Sub-Consultant, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Design-Builder to comply with the Contract Documents; (2) Delay for which Design-Builder has failed to provide a timely and complete Notice of Delay and Request for Extension; or (3) Delay associated with any circumstances where the costs or risk associated with such circumstances are designated in the Contract Documents as being at Design-Builder's risk or at Design-Builder's Own Expense.

1.1.189 **Unilateral Change Order** means a writing signed by County in accordance with the General Conditions, in which County unilaterally sets forth its determination of the undisputed portion of an otherwise disputed Contract Adjustment.

1.1.190 **Work** means all professional services (including, without limitation, architectural, engineering and other professional services), labor, materials, equipment, services, permits, licenses and taxes and all other things necessary for the Design-Builder to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by County, in accordance with the Contract Documents and all Applicable Laws. The Work may constitute the whole or a part of the Project.

1.1.191 **Worker's Compensation Certificate** means the statement, completed by the Proposer in the form specified in the Request for Proposals, evidencing the Proposer's compliance with the worker's compensation insurance requirements of the Request for Proposals and Applicable Laws.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.2 PARTIES TO THE DESIGN-BUILD CONTRACT

The Contract Documents shall not be construed to create a contractual relationship of any kind between: (1) the Project Manager, on the one hand, and the Design-Builder or a Subcontractor or Sub-Consultant, of any Tier, on the other hand; (2) the Program Manager, on the one hand, and the Design-Builder or a Subcontractor or Sub-Consultant, of any Tier, on the other hand; (3) the County and a Subcontractor or Sub-Consultant, of any Tier; or (4) the Project Manager and the Program Manager.

1.3 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

1.3.1 Design Intent. The intent of the Project Criteria is for the Design-Builder to provide all items necessary to produce a work of improvement that is complete as a whole and that is, in all of its parts, suitable for use and occupancy for its intended purpose and for the specific purposes set forth in the Project Criteria, including and without limitation, all equipment, casework, mechanical, electrical and similar devices of whatever nature, completely installed, hooked-up and made fully operational and functional.

1.3.2 Technical Words. Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.3.3 Incidental Items. The naming of any material or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and labor therefore, in accordance with first-class practices of the trade involved, unless specifically noted otherwise.

1.3.4 Applicable Laws. Compliance with Applicable Laws shall be considered as a part of the Work.

1.3.5 Modifiers. The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another it is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.3.6 Singular, Gender, Captions. When appropriate to the contexts, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.3.7 Cross-References. Any cross-references indicated between various paragraphs or other portions of the Specifications, Drawings or other Contract Documents are provided for the convenience of the Design-Builder and shall not be deemed to be all-inclusive.

1.3.8 Demolition. Existing Improvements at the Site, for which no specific description is made in the Project Criteria or Approved Deviations, but which could be reasonably assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by the Design-Builder without Contract Adjustment.

1.3.9 Omissions. Items missing from the Contract Documents shall nevertheless be provided by the Design-Builder, without Contract Adjustment, to the extent reasonably inferable from the Contract Documents as being necessary to satisfy the Project Criteria, Approved Deviations and the Design Intent.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.3.10 **Conditions Precedent.** Wording used in the Contract Documents indicating that a right of the Design-Builder or an obligation of County (either directly or through the Project Manager) is subject to or conditioned upon the occurrence of a condition or event, whether or not such condition or event is within the control of Design-Builder, County or others and whether or not such condition or event is designated to be a condition precedent, shall be understood and interpreted to mean that the stated condition or event is a condition precedent to the existence, arising, performance and exercise of such right or obligation.

1.3.11 **Design Deficiencies.** Statements in the Contract Documents to the effect that Design-Builder shall comply with or conform to the requirements of the Contract Documents shall not be interpreted as relieving the Design-Builder from any responsibility to correct any Design Deficiency in the Construction Documents, Approved Deviations or other Contract Documents prepared by Design-Builder or its Subcontractors or Sub-Consultants.

1.3.12 **Conflicts.** All conflicts in the Contract Documents shall be reported to the Project Manager in writing before proceeding with the Work affected thereby. Notwithstanding the order of precedence provisions set forth in this Paragraph 1.3.12, in the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement or greater burden on the Design-Builder or requiring the greater quantity or higher quality material or the workmanship shall prevail, unless otherwise directed by the Project Manager in writing. Conflicts that cannot be so resolved shall be interpreted in accordance with the following order of precedence (the first being the highest order of precedence):

- .1 Applicable Laws (provided, however, that where the Contract Documents or manufacturer's recommendations or specification required standards higher than those of Applicable Laws, the Contract Documents or manufacturer recommendations or specifications shall control);
- .2 RFP Addenda;
- .3 Change Orders, Unilateral Change Orders and Field Orders;
- .4 Approved Deviations;
- .5 Project Criteria;
- .6 Other RFP Documents;
- .7 the Design-Builder's Design-Build Proposal other than an Approved Deviation, that deviates from the Project Criteria;
- .8 Design-Build Contract;
- .9 General Conditions ;
- .10 Supplementary and Special Conditions;
- .11 Final Construction Documents approved by the County; and
- .12 Reference Documents.

1.4 OWNERSHIP AND USE OF DOCUMENTS

1.4.1 **Property of County.** With the exception of matters or things that are subject to a patent or copyright issued by the United States Government, all Design Documents, Contract Documents and Project Documents that are prepared by Design-Builder or any Subcontractor or Sub-Consultant, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

them, and the Intellectual Property Rights thereto, shall be deemed the sole and exclusive property of County and ownership thereof is irrevocably vested in County, whether Work on the Project is commenced or completed.

1.4.2 Assignment of Rights. Design-Builder shall, without further consideration, obtain and if necessary transfer in writing any and all Intellectual Property Rights in the Design Documents, Contract Documents and Project Documents prepared by Design-Builder or any Subcontractor or Sub-Consultant for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, free and clear of any liens or other encumbrances, claims or rights of third parties, to County and cooperate with County in securing and registering such rights, such that, with the exception of matters or things that are subject to a patent or copyright issued by the United States Government, County shall own all Intellectual Property Rights and any other tangible and/or intangible property rights associated with such Design Documents, Contract Documents and Project Documents. Such transfer and assignment shall include, but are not be limited to, all rights in related plans, specifications, documentation, derivative works and moral rights. With respect to matters contained in the Design Documents, Contract Documents and Project Documents or things incorporated into the Work that are subject to a patent or copyright issued by the United States Government, the Design-Builder hereby grants to County a royalty-free, irrevocable, unconditional and perpetual license to use, modify and copy such matters or things for the purposes of the construction, use, maintenance or renovation of, or future additions to, the Project.

1.4.3 Design-Builder's Warranty. Design-Builder represents and warrants that the Design Documents, Contract Documents and Project Documents prepared by Design-Builder or any Subcontractor or Sub-Consultant for use on the Project, and the use thereof in the ordinary course, are free of any claim of infringement or any other violation of any Intellectual Property Right or other right of any third party.

1.4.4 Non-Exclusive License. Without derogation of the County's rights under this Section 1.4, Design-Builder, Sub-Consultants and Subcontractors, of every Tier, are granted a limited, non-exclusive license, revocable at will of the County, to use and reproduce applicable portions of the Design Documents, Contract Documents and Project Documents as appropriate to and for use in the execution of the Work and for no other purpose.

1.4.5 Reproduction. Design-Builder shall do all reproduction and distribution of such reproducible prints of Design Documents, Contract Documents and Project Documents as are necessary for the complete pricing and performance of the Work, including, without limitation, all Changes. The costs of such reproduction shall be at Design-Builder's Own Expense.

1.4.6 Delivery to County. All Design Documents and Contract Documents (including originals and copies) in the possession of the Design-Builder or the Subcontractors or Sub-Consultants shall be returned to the County upon the earlier of Final Completion or termination of the Design-Build Contract; provided, however, that the Design-Builder shall have the right to retain one (1) copy of the Contract Documents and Submittals as a permanent record. Design Documents prepared by Design-Builder or its Subcontractors or Sub-Consultants shall be in electronic form shall be both fully indexed and editable.

1.4.7 Subcontractors, Sub-Consultants. Design-Builder shall take all necessary steps to ensure that a provision is included in all contracts with Subcontractors and Sub-Consultants, of every Tier, who perform Work on the Project protecting and preserving County's rights as set forth in this Section 1.4.

1.4.8 Architectural Component Design Details, Features, and Concepts. County acknowledges and agrees that the data to be provided by the Architect of Record and the Architect of Record's Firm may contain certain design details, features, and concepts from the best practices detail library of the Architect of Record and the Architect of Record's Firm, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of the Architect of Record and the Architect of Record's Firm. Nothing herein shall be construed as limiting the right of the Architect of Record and the Architect of Record's Firm to use such component design details, features, and concepts on other projects, in other contexts, or for other clients so long as those design details, features, and concepts are used separately and not collectively as the design for the Project.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

1.4.10 **Instruments of Services of the Architect of Record and Architect of Record's Firm.** The County acknowledges the instruments of service, including electronic files, of the Architect of Record and the Architect of Record's Firm. If the County makes any modification to the instruments of service of the Architect of Record or the Architect of Record's Firm, the County agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Design-Builder, Architect of Record, and the Architect of Record's Firm, and their directors, employees and consultants, against any damages, liabilities and costs, including reasonable attorney fees and defense costs, arising from or in any way connected with the modification of the instruments of service of the Architect of Record or the Architect of Record's Firm by the County, or by any person or entity that lawfully acquires or obtains the architect's modified instruments of service.

ARTICLE 2
COUNTY

2.1 INFORMATION AND SERVICES REQUIRED OF COUNTY

2.1.1 **Legal Descriptions.** County shall furnish, within a reasonable time after written request by Design-Builder, a legal description of the Site and information describing legal limitations affecting the Site that are recorded with applicable Governmental Authorities, such as, but not limited to, easements.

2.1.2 **Permits.** Except for permits and fees which are expressly stated to be the responsibility of the County under the Contract Documents, the Design-Builder shall secure and pay for all necessary approvals, easements, assessments and charges, whether related to the Work on the Site, off the Site or on public property, required for or in connection with the construction, use or occupancy of permanent structures or for permanent changes in Existing Improvements.

2.1.3 **County Approvals.** Information, approvals and decisions required of County, Project Manager, Construction Administrator, or a County Consultant for which a County Review Period or County Review Date is included and approved by County in the Design-Build Schedule shall be provided in accordance with the Design-Build Schedule. If a County Review Period or County Review Date is not set forth in the Design-Build Schedule, then such information, approvals and decisions shall be provided upon written request by Design-Builder without unreasonable Delay. Failure by County, Project Manager, Construction Administrator or a County Consultant to provide any information, approvals or decisions shall not be considered as a basis for Contract Adjustment to the Contract Time unless or until: (1) in the case of information, approval or decision for which there is a County-approved County Review Period or County Review Date in the County-approved Design-Build Schedule, seven (7) Days after the County and the individual from whom such information, approval or decision is sought have received from Design-Builder a written notice containing all the following: (a) a detailed description of the information, approval or decision required; (b) a statement that the County Review Period or County Review Date has expired or passed; and (c) a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 7 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT"; or (2) in the case of information, approval or decision for which there is no County Review Period or County Review Date set forth in the County-approved Design-Build Schedule, forty-five (45) Days after the County and the individual from whom such information, approval or decision is sought have received from Design-Builder a written notice that includes the statements set forth in Clauses (1), (a) and (b) of this Paragraph 2.1.3 and that includes a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 45 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT". If no response thereafter is received from the County within the relevant response period provided pursuant to Clauses (1) and (2) above, the request shall be deemed rejected.

2.1.4 **Communications.** The County shall forward all communications to the Design-Builder through the County's Authorized Representative.

2.1.5 **No Warranty.** County does not expressly or impliedly warrant or represent the accuracy, completeness or suitability of the surveys, data, reports or other information provided by County, Project Manager,

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

Construction Administrator or County Consultants. Notwithstanding the foregoing, Design-Builder shall be entitled, to the extent consistent with the Standard of Performance, to rely upon the accuracy and sufficiency of such information in performing its obligations. Design-Builder's sole right and remedy in the event that such County-furnished information is found to be inaccurate, incomplete or unsuitable shall be Design-Builder's express right, if any, under the Contract Documents to receive a Contract Adjustment for Differing Site Conditions, Compensable Change or Compensable Delay. Under no circumstances shall the existence of any inaccuracy, incompleteness or unsuitability in such surveys, data, reports or other information provided by County constitute a breach of contract or breach of an express or implied warranty on the part of County.

2.2 COUNTY'S RIGHT TO STOP THE WORK

If Design-Builder fails to correct Defective Work as required by Section 12.2 of these General Conditions, fails to perform the Work in accordance with the Contract Documents or violates any Applicable Law, County may immediately order Design-Builder to stop the Work, or any portion thereof, until the cause for such direction has been eliminated by Design-Builder. Design-Builder shall immediately comply with such notice at Design-Builder's Own Expense. County shall have no duty or responsibility to Design-Builder or any other party to exercise its right to stop the Work.

2.3 COUNTY'S RIGHT TO CARRY OUT THE WORK

If Design-Builder fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools and services to maintain the Design-Build Schedule, or otherwise fails to comply with any requirement of the Contract Documents, and fails to cure such failure in the manner required by Subparagraph 14.1.1.4, below, County may correct such failure. In such case, County shall be entitled to recover from Design-Builder or deduct from payments then or thereafter due Design-Builder the cost of correcting such failure, including compensation for the additional services and expenses of County, Project Manager, Construction Administrator County Consultants and others whose services are reasonably required and made necessary thereby. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, Design-Builder shall promptly pay the amount of the shortfall to County.

2.4 ACCOUNTING, RECORDS AND AUDIT

2.4.1 Accounting System. Design-Builder shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to County and shall include preservation of records for a period of four (4) years after Final Completion of the Work, or for such longer period as may be required by Applicable Laws.

2.4.2 Books and Records. Design-Builder shall keep, and shall require provisions to be included in all contracts entered into by Subcontractors or Sub-Consultants, of every Tier, requiring the Subcontractors or Sub-Consultants, of every Tier, to keep, full and detailed books, records, information, materials and data, of every kind and character (hard copy, as well as computer readable data if it exists), that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, Work or Design-Build Contract, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, schedules, diaries, logs, reports, shop drawings, samples, exemplars, drawings, specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda, accounting records, job cost reports, job cost files (including complete documentation of negotiated settlements), back charges, general ledgers, documentation of cash and trade discounts earned, insurance rebates and dividends, and other documents relating in any way to any claims, charges or time extensions asserted by Design-Builder or any of the Subcontractors or Sub-Consultants, of any Tier.

2.4.3 Inspection and Copying. Design-Builder shall allow, and shall require provisions to be included in all contracts entered into by Subcontractors or Sub-Consultants allowing, County and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) hours-notice to Design-Builder, full access to inspect and copy all its aforesaid books and records at a location within the Mono County area.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

2.4.4 Confidential Information. Nothing stated in this Section 2.4 or elsewhere in the Contract Documents shall be interpreted as a waiver by Design-Builder or any Subcontractor or Sub-Consultant of any rights of privilege or confidentiality that are provided for by Applicable Law nor as authorizing the inspection of books and records that contain information concerning estimating means or methods that is not, in whole or part, relevant to a charge or demand being asserted by Design-Builder or a Subcontractor or Sub-Consultant for additional compensation or time associated with Extra Work, Deleted Work, Delay or a Claim.

2.4.5 Withholding of Payment. In addition to and without limitation upon County's other rights and remedies for breach, including any rights of County to withhold payment that are set forth elsewhere in the Contract Documents, County shall have the right, exercised in its sole discretion, to withhold any disputed amount from any payment due to Design-Builder under an Application for Payment from the total amount set forth in such Application for Payment until Design-Builder and the Subcontractors and Sub-Consultants have complied with any outstanding and unsatisfied request by County under this Section 2.4. Upon compliance with this Section 2.4, any such monies withheld shall be released to Design-Builder.

2.4.6 Specific Performance. Design-Builder agrees that any failure to provide to County access to books and records as required by this Section 2.4 will result in irreparable harm and prejudice to County and shall, without the necessity of posting of any bond or undertaking, be specifically enforceable by means of a mandatory injunctive order (temporary, preliminary, provisional or otherwise) issued by a court of competent jurisdiction, which order the County and Design-Builder hereby consent to being issued based upon affidavits and without the necessity of oral testimony.

2.5 COUNTY-FURNISHED MATERIALS

2.5.1 Supply by County. In addition to and without limitation upon County's other rights under Applicable Laws or the Contract Document to furnish materials or other items required for performance of the Work, County shall have the right to furnish directly for processing and incorporation by Design-Builder any of the materials, products or equipment specified in the Contract Documents to be provided by Design-Builder as part of the Work.

2.5.2 Deleted Work. If the County-Furnished Materials provided by County are part of the Work, then a Change Order shall be executed deleting such items from the Work along with a Contract Adjustment reducing the Contract Sum in the manner provided for in Article 7, below, applicable to Contract Adjustments for Deleted Work.

2.5.3 Delivery Deadlines. Without limitation to Design-Builder's obligations under Article 8, below, upon receipt of written instruction by County of its intent to provide County-Furnished Materials pursuant to this Section 2.5, Design-Builder shall notify County promptly in writing of any deadlines within which such County-Furnished Materials must be received at the Site in order to avoid Delay.

2.5.4 Delivery to Site. Design-Builder shall properly receive and unload the County-Furnished Materials upon and after delivery at the Site.

2.5.5 Care, Custody and Control. Design-Builder assumes full and unconditional responsibility for, care, custody and control of the County-Furnished Materials that are delivered at the Site, whether or not they have been accepted by County, and assumes sole responsibility for any subsequent loss, injury or damage thereto occurring prior to Final Completion.

2.5.6 Notice of Deficiencies. Design-Builder shall carefully inspect the County-Furnished Materials and immediately notify Project Manager and Construction Administrator of any defect or deficiency in the County-Furnished Materials or any nonconformity in the County-Furnished Materials with the requirements of the Contract Documents or with the requirements of the other documentation provided to Design-Builder setting forth the conditions of County's purchase. Design-Builder shall not accept any County-Furnished Materials with respect to which Design-Builder has provided such notice of defect, deficiency or non-conformity unless and until instructed to do so in writing by Project Manager.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

2.5.7 Processing and Incorporation. Design-Builder shall provide any and all processing, fabrication, cutting, shaping, fitting, assembly and installation of such County-Furnished Materials that are required in order to fully and properly place and incorporate the County-Furnished Materials as part of the Work in full compliance with the requirements of the Contract Documents and the manufacturer's instructions and recommendations.

2.6 COUNTY-INSTALLED ITEMS

Design-Builder shall notify Project Manager, a reasonable time in advance, of the Design-Builder's scheduled dates for installation of items that are specified in the Contract Documents to be placed on, attached to or incorporated into the Work by County or Separate Contractors. In the event that Design-Builder fails to do so or if due to Unexcused Delay the County is unable after such notice by Design-Builder to so place, affix or incorporate such items, then Design-Builder shall be responsible, in addition to any amounts due for liquidated damages, to reimburse County for costs of storage or rental of temporary replacement items until such time as the Work is in a condition suitable for such items to be placed, affixed or incorporated.

2.7 ADDITIONAL RIGHTS

The rights stated in this Article 2 are in addition to and not in limitation of any other rights of County granted elsewhere in the Contract Documents or under Applicable Laws.

**ARTICLE 3
DESIGN-BUILDER**

3.1 DESIGN-BUILDER STATUS

3.1.1 Independent Contractor. Design-Builder is, and shall at all times be deemed to be, an independent contractor and is wholly responsible for the manner in which it performs the obligations required of it by the terms of the Contract Documents.

3.1.2 Agents, Employees. Design-Builder wholly and without reservation assumes the responsibility for the acts of its agents and employees and the agents and employees of each Subcontractor and Sub-Consultant, of every Tier, as they relate to the Work. Design-Builder, its agents and employees, shall not be entitled to any rights or privileges of County's employees and nothing contained in the Contract Documents and no course of conduct shall be construed as creating the relationship of employer and employee, or principal and agent, between County and any agent or employee of Design-Builder or any Subcontractor or Sub-Consultant. County shall have the right, but not the obligation, to monitor the employment and other activities of Design-Builder and the Subcontractors and Sub-Consultants to determine compliance with the terms of the Contract Documents.

3.1.3 Licenses. Design-Builder shall maintain, and shall require the Subcontractors and Sub-Consultants, of every Tier, to maintain, such contracting, professional and business licenses as may be required by Applicable Laws for the duration of time that Design-Builder is performing the Work, including the period of any warranty provided by Design-Builder under the Contract Documents covering all or any portion of the Work.

3.1.4 Subcontractors, Sub-Consultants. Design-Builder is responsible to County for acts and omissions of the Subcontractors and Sub-Consultants and their agents and employees and other persons performing portions of the Work under a contract with a Subcontractor or Sub-Consultant, of any Tier.

3.1.5 Activities of Others. Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of County, Project Manager, Construction Administrator, Inspectors of Record or County Consultants, or by tests, inspections or approvals required or performed by persons other than the Design-Builder.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.2 COLLABORATION.

County and Design-Builder shall negotiate and agree to a process for collaboration between them. This process **may be** as set forth in the following BIM process, or **may be** some other mutually agreed-upon process.

3.2.1 Building Information Modeling (BIM). BIM, or the Model, is a parametric, computable representation of the Project design developed by the Design-Builder, and will include construction details developed by the Design-Build Team Members. As used in this Agreement, references to BIM, or the Model, include the primary design model or models and all linked, related, affiliated, or subsidiary models developed for design, estimating, detailing, fabrication, or construction of the Project, or any portion or element of the Project. The Model is an Implementation Document.

.1 Building Information Modeling Execution Plan. Early in the Project Definition Phase, relevant Design-Build Team Members, as well as the County and the County's consultants, if any, will participate in a BIM workshop to establish a BIM Execution Plan that addresses the uses specified in this Section 3.2 or otherwise identified in the Target Program. The BIM Execution Plan will be approved by the County.

.2 At a minimum, the BIM Execution Plan will:

(i) Specify where and how the Model will be maintained, including the parties with substantive responsibility for controlling the information within specific models or model elements;

(ii) Provide minimum hardware and software requirements, including the software (including software revision or build date if applicable) that will be used to develop the Model;

(iii) Specify protocols for naming conventions, data structure, version control, roll- back, gatekeeping, and archiving;

(iv) Establish a common coordinate system and conventions as to units;

(v) Specify the level of detail that will be modeled and incorporate appropriate allowances for differing construction tolerances. Designers are required to design to accurate dimensions in the Model;

(vi) Specify when and how information regarding constructability and cost will be derived from the Model and provided to the designers to inform design;

(vii) Specify when and how existing site information is incorporated into the Model;

(viii) Specify how clarifications, shop drawings, and Submittal information will be reviewed and incorporated into the Model;

(ix) Specify when and how clash detection/conflict resolution sessions will occur;

(x) Determine what information is more efficiently developed and conveyed using traditional 2D design tools and develop protocols for assuring consistency between the BIM and ancillary 2D information;

(xi) Specify how the Model will be updated and function as a Record Model; the Record Model is the version of the Model that will be updated throughout construction to reflect the as-built condition of the Project; The Record Model will be turned over to the County upon Final Completion;

(xii) Specify what design information, if any, will be developed or maintained outside of the Model; and

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

(xiii) **Model Administrator.** Each Design-Build Team Member is responsible for maintaining any individual design or analysis models and providing their modeling information, at appropriate intervals, to the Model Administrator.

3.2.2 Target Value Design. Target Value Design is a design discipline that requires project values, cost, schedule, and constructability to be basic components of the design criteria, and that uses cost targets to drive innovation in designing a project to provide optimum value to the County. Target Value Design uses constructability, value engineering, and cost information from the Risk/Reward Team Members before design decisions are made to allow the design to progress within the Base Target Cost, Final Target Cost, and Contract Time.

3.2.3 Co-Location Plan. The Co-Location Plan is a plan developed by the Design-Build entity that organizes the logistics, information systems, physical layout, scheduling, and workflows for Design-Build Team Members to effectively work in the same physical location. The Co-Location Plan, where appropriate, may include strategies for combining virtual Co-Location through use of communication technologies.

3.2.4 Lean Principles. The Design-Builder will utilize Lean principles and techniques (the "Lean Principles") as developed or defined by the Lean Construction Institute and as generally identified below.

.1 Open Communication. Communication is open, clear, and direct. It is important that the County and all Design-Build Team Members be apprised of information that affects their performance or which they can impact. Communication will be directly between the immediate participants through the most expeditious manner, with information or decisions documented, and made available to the County and Design-Build Team Members. The goal of communication in Lean is to ensure that the County and all Design-Build Team Members have a high level of common understanding.

.2 Collaboration. The Design-Build Team Members will freely share concepts and ideas with each other to improve the overall Project outcome. Within the limits of licensing or professional registration, the Design-Build Team Members will review each other's portions of the Work and recommend improvements and will openly consider suggestions from the County and all Design-Build Team Members. Nothing in this Section 3.2 changes a Design-Build Team Member's responsibility for its portion of the Work or requires another Design-Build Team Member to assume responsibility for, or to engage in portions of the Work that require licensure beyond that necessary to perform its respective Work.

.3 Reliable Promising. Effective Project planning requires that each Design- Build Team Member clearly communicate its needs and provide reliable promises to other Design-Build Team Members with regard to its own performance. If a Design-Build Team Member discovers that it will not achieve a promise, it must immediately inform the Project Management Team identifying when it can perform, and any impediments to its performance.

.4 Commitment-Based (Pull) Scheduling. The Milestones will be collaboratively developed by the County and Design-Build Team Members based on the County's schedule requirements and realistic durations agreed by those who are primarily responsible for delivering the information, services, or materials for various components of the Project. In making detailed work plans for accomplishing the various Milestones, Design-Build Team Members will use a planning system based on requests and commitments by Design-Build Team Members to each other for information, materials, or resources that the requester needs to accomplish its task by a certain time in order to optimize the flow of Work through the Project by increasing schedule reliability and reducing bottlenecks and activities that do not facilitate achievement of the Milestones.

.5 Elimination of Waste. Design or construction effort that does not add value is waste and will be reduced or eliminated. Design effort that is not necessary for construction or for regulatory purposes will be avoided. Similarly, construction resources and materials that are not incorporated into the completed Project will be reduced or eliminated. The Design-Build Team Members will maximize the use of just-in-time delivery of materials and information to reduce waste associated with maintaining inventories.

.6 Quality and Reduction in Rework. Quality is created through careful execution of Work, not by inspection and rejection. The Design-Builder will develop a Quality Assurance/Quality Control work plan (QA/QC Work Plan)

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

for the Project, which will be submitted to the County for approval. The Design-Build Team Members will consider innovative ways to design Work that reduces the risk of installation errors. Each Design-Build Team Member must strive to accurately complete its Work and identify any Work that does not meet the Project requirements so that necessary corrections can be identified and executed before, or at the time, the Work is being performed. The Design- Build Team Members will strive to eliminate rework. The Design-Builder will collaborate with the Design-Build Team Members to develop clear and effective procedures for a Design-Build Team Member to handoff its Work to a follow-on Design-Build Team Member so that any quality deviations are caught early.

.7 Best Performer. Work is performed, to the greatest extent possible, by the organization or individual best capable of performing that Work.

.8 Value of Ideas, Not Status of Author. Open communication and collaboration leads to the development of new ideas and concepts. Good ideas can come from any Design-Build Team Member, and it is the value of the ideas, not the role or status of the author, that determines whether an idea or concept will be used.

.9 Optimize the Whole Project, Not Its Components. Each Design-Build Team Member will focus efforts on creating value for the Project as a whole. Efforts to optimize any individual Design-Build Team Member's portion of the Work must benefit the entire Project to be justifiable.

.10 Continuous Improvement. Lessons learned are generated continuously and used to guide and improve processes while the Project is underway rather than only at its conclusion.

3.3 TARGET VALUE DESIGN PROCESS

3.3.1 Target Value Design. The design-build team will utilize the target value design process to optimize and coordinate the design in accordance with the target program and endeavor to create additional value by identifying alternative systems, means, and methods to reduce capital expenditures and life-cycle costs, analyze and improve workflow, improve constructability and functionality, provide more operational flexibility, and endeavor to reduce the actual chargeable costs while maintaining or increasing the quality and overall function of the project.

3.3.1 Set-Based Design. The Target Value Design process will emphasize designing to the Target Program within the Base Target Cost, with the Design-Build Team Members providing guidance regarding the relative value of different design option sets before they are designed, as well as the cost and schedule implications of design decisions as they are being made. The Design-Builder will utilize Target Value Design to cause this Project to be constructed within the Base Target Cost.

3.3.2 Cost Model. The Design-Build team will develop a detailed cost model based on the Base Target Cost Breakdown. The cost model will track a current estimate of Costs, the predicted variance of each line item, and the projected variance from the Base Target Cost. The cost model will be updated at least monthly by the Design-Builder during design.

3.4 DESIGN RESPONSIBILITIES

3.4.1 Design Consultation. Design-Builder shall on an on-going basis throughout its performance of the Work provide Project Manager with complete, continuous and current advice and recommendations on issues related to the status and progress of the design and non-design portions of the Work, including, without limitation, matters related to design feasibility, constructability, occupancy and maintenance, and shall keep the Project Manager apprised at all times of the full range of alternatives that are available to County for reducing construction time, lowering costs, easing long-term maintenance, minimizing adverse effects of labor or material shortages, shortening time requirements for procurement, expediting installation and construction completion and other possible economies and efficiencies. It is understood that although this consultation is a collaborative effort, County is relying upon Design-Builder's expertise and experience to proactively initiate inquiries, investigate and take other steps necessary to obtain all pertinent information concerning County's special needs and requirements so as to enable Design-Builder to obtain a clear understanding of the goals of the Project in terms

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

of design, cost, quality and schedule and to provide complete and current advice to County that will enable County to anticipate and make fully informed decisions concerning the Project. As part of this collaborative effort, Design-Builder shall throughout the duration of its performance of the Work attend regular meetings (as frequently as may be necessary to maintain progress of the Work or as otherwise reasonably required by County) for the purpose of reviewing the status of the Construction Documents and Work. Minutes of such meetings shall be maintained and distributed by the Design-Builder to all meeting participants.

3.4.2 Construction Documents. Using qualified, licensed design professionals, Design-Builder shall furnish all necessary and appropriate architectural, engineering and other professional services required for the preparation of the Construction Documents that incorporate designs and specifications that are complete, detailed and suitable to produce a completed construction that, without limitation to any other requirements of the Contract Documents: (1) conforms to the Project Criteria and any Approved Deviations; (2) is consistent with the Design Intent, and (3) gives due and appropriate consideration to the matters disclosed by the Reference Documents and any other information provided by County to Design-Builder.

3.4.3 Submissions to County. The County understands that with BIM design submittals as defined below may require adjustment to meet the BIM execution plan. The County desires to review design documents at stages similar to these identified below in the traditional design cycle. Design-Builder shall formally submit to Project Manager in accordance with the Design-Build Schedule, for County's review and approval, in-progress Construction Documents reflecting Design-Builder's progress in the performance of its design portion of the Work at the following points in time ("Design Phases"): (1) completion of schematic design documents; (2) 100% completion of design development documents; (4) 50% completion of Construction Documents; and (4) completion of Final Construction Documents. Additional formal submissions reflecting the status of in-progress Construction Documents, if reasonably judged by County as necessary, shall be prepared and made without Contract Adjustment. All such formal submissions shall be in both hard copy and electronic format. Construction Documents submitted by the Design-Builder shall incorporate changes or corrections required by the County, Project Manager, Construction Administrator or Governmental Authorities or be accompanied by a written statement as to why such changes were not incorporated. The County may, in its sole and absolute discretion, reject the Design-Builder's explanation and require the Design-Builder to make such changes or corrections to the Construction Documents. Design-Builder shall at all times remain solely responsible, notwithstanding County's, Project Manager's, Construction Administrator's or any County Consultant's review or approval of the Construction Documents, for the accuracy, completeness, sufficiency and suitability of the Construction Documents and for their compliance with Applicable Laws and the Contract Documents.

This Project will use target value design to enhance the value proposition and meet the target cost. Only upon written approval of the current Design Phase by the County and/or Project Manager and reconciliation with the assumed Direct Construction Cost (as reflected in the RFP) of the work, may the Architect of Record proceed to the next Design Phase. Design-Builder is expected to use set-based design and contemporaneous estimating to maximize the value delivered and assure the project is within the target cost. Should the project design exceed the target cost, the Design-Builder will perform such redesign, re-estimating, and other services as may be required to produce a design project for construction which meets the program requirements within the construction cost.

3.4.4 Professional Certifications. All submissions of Construction Documents and Submittals to Project Manager shall include certification by the Architect of Record, who shall be a properly licensed design professional, including such professional's manual signature and seal. Any Construction Documents or Submittals related to the Work designed or certified by such professional, if prepared by others, shall nevertheless bear such professional's manual signature when submitted to the County. The County, Project Manager, Construction Administrator and the County Consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals provided by such design professionals.

3.4.5 Approved Deviations.

.1 Notations by Design-Builder. Design-Builder shall separately identify in writing at the time of each of its formal submissions of Construction Documents required by Paragraph 3.4.3, above, any portions thereof that by reason of information contained or omitted constitute deviations from the requirements of the RFP Documents, Design-

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

Build Contract, General Conditions, Project Criteria, Design Intent or Approved Deviations previously approved by Project Manager pursuant to this Paragraph 3.4.5. All such formal submittals of Construction Documents to Project Manager, including electronic submittals, shall further include a certification by Design-Builder as follows: "WITH THE EXCEPTION OF DEVIATIONS EXPRESSLY IDENTIFIED IN THIS SUBMISSION IN THE MANNER REQUIRED BY PARAGRAPH 3.4.5 OF THE DESIGN-BUILD CONTRACT, THE SUBMITTED CONSTRUCTION DOCUMENTS DO NOT CONTAIN ANY DEVIATIONS FROM THE DESIGN-BUILD CONTRACT, GENERAL CONDITIONS, PROJECT CRITERIA, DESIGN INTENT OR APPROVED DEVIATIONS PREVIOUSLY IDENTIFIED BY DESIGN-BUILDER IN WRITING AND APPROVED BY THE COUNTY".

.2 Approval by County. County shall have the right, but not the obligation, to approve or disapprove, in the exercise of its sole and absolute discretion, any portion of the Construction Documents that constitutes a deviation from the RFP Documents, Design-Build Contract, General Conditions, Project Criteria, Design Intent or Approved Deviations previously approved by Project Manager pursuant to this Paragraph 3.4.5. Such approval shall not be effective or binding upon County unless such deviation is approved in a Change Order or Unilateral Change Order that states in bold letters "APPROVED DEVIATION".

.3 No Implied Approval. Under no circumstances shall any general or specific approval by Project Manager of Construction Documents that contain a deviation from the RFP Documents, Design-Build Contract, General Conditions, Project Criteria, Design Intent or Approved Deviations previously approved by Project Manager pursuant to this Paragraph 3.4.5 be interpreted as implying approval by Project Manager or County of such deviation unless such deviation has been approved by Project Manager in the manner required by Subparagraph 3.4.5.2, above.

.4 Design Liability. Design-Builder is solely responsible, notwithstanding the Project Manager's approval of an Approved Deviation, for any Design Deficiencies in such Approved Deviation.

.5 Corrections and Losses. All costs to make corrections in the Construction Documents due to information or an omission in the Construction Documents that constitutes a deviation from the RFP Documents, Design-Build Contract, General Conditions, Project Criteria, Design Intent or Approved Deviations previously approved by Project Manager pursuant to this Paragraph 3.4.5 that is not approved by Project Manager in the manner provided for by this Paragraph 3.4.5, as well as any resulting Loss to County from the inclusion of such deviation in the Construction Documents or as part of the Work constructed at the Site, shall be borne by Design-Builder at Design-Builder's Own Expense.

3.4.6 Changes. Design-Builder shall have the right, with written approval of County not to be unreasonably withheld, without Contract Adjustment, to make Changes to the Construction Documents provided that such Changes do not result in deviations from the RFP Documents, Design-Build Contract General Conditions, Project Criteria, Design Intent and Approved Deviations. Changes in the Construction Documents, and any related Work, that is performed without such approval shall, if requested by County, be corrected, removed or replaced by Design-Builder at Design-Builder's Own Expense.

3.4.7 Resolution of Uncertainties. County and Design-Builder acknowledge that questions may arise concerning the level and scope of performance required under the RFP Documents, Design-Build Contract, General Conditions, Project Criteria, Design Intent or Approved Deviations. County and Design-Builder will in good faith attempt to resolve such conflicts or uncertainties. In the event that they are unable, after good faith efforts, to resolve such conflicts or uncertainties, then, in recognition of their mutual desire that such questions not result in a compromise of the high standards they mutually intend be followed for design and construction of the Project, County and Design-Builder agree that any such unresolved conflicts or uncertainties shall be interpreted so as to require Design-Builder to perform the Work, without Contract Adjustment, in a manner that resolves the conflict or uncertainty in favor of the higher or better standard indicated by the Project Criteria, Design Intent or Approved Deviations.

3.4.8 Design Deficiencies. Design Deficiencies in the Construction Documents, whether or not the Construction Documents are approved by County, are the sole responsibility of the Design-Builder and shall be corrected by Design-Builder at the Design-Builder's Own Expense.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.4.9 Title 24 Compliance. Design-Builder shall perform the Work in accordance with the Contract Documents, including, without limitation, the Final Construction Documents approved by County and the Submittals approved by the Project Manager and, if required by County, the County's Consultants. Design-Builder's Architect of Record shall be responsible to comply with the requirements of the California Code of Regulations, including, without limitation Title 24, California Code of Regulations, relating to assumption of responsibilities by the architect or registered engineer responsible for submitting plans and specifications for approval by the Inspector of Record and for assuming responsibility as the architect in general responsible charge of the Work.

3.4.10 Utilities Relocation. Subject only to Design-Builder's rights to Contract Adjustment for Differing Site Conditions, Design-Builder shall include in its performance of the Work and as part of the Contract Sum provision for all aspects of design, permitting, relocation and construction of existing and new utilities.

3.4.11 Design-Builder Review of Site.

.1 Design-Builder Review. Design-Builder warrants and represents that, in order to fully familiarize itself with all conditions, restrictions, obstructions, difficulties and other matters which might affect the Design-Builder's ability to complete the Work within the limitations of the Contract Sum and Contract Time, it has prior to the Final Proposal Submission Date, carefully and thoroughly inspected:

(1) the Site and its surroundings, Existing Improvements and their existing uses by County or the public, routes of ingress and egress, and local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment);

(2) the status of any construction at the Site concurrently under construction; and

(3) all information that either has been provided by County to Design-Builder (including, but not limited to, the RFP Documents and Reference Documents) or reasonably available for review from the public records of the City or County in which the Project is located, concerning visible and concealed conditions above and below the surface of the ground at the Site and in Existing Improvements (including, without limitation, surveys, reports, data, as-built drawings of Existing Improvements and utility sources, capacities and locations).

.2 Continuing Obligation. Design-Builder shall, in order to keep current its knowledge of all such conditions and information concerning the Site and Existing Improvements, throughout its performance of the Work and exercising the Standard of Performance, take steps to keep itself apprised of any additional information and changes in conditions at the Site and in Existing Improvements that affect the design or construction of the Project, promptly notify Project Manager if Changes to the Construction Documents are necessary to accommodate such new or additional information or conditions and take such matters into consideration in all aspects of Design-Builder's performance of the Work.

3.4.12 Design-Builder Review of Documents.

.1 Design-Builder Review. Design-Builder's submission of its Design-Build Proposal and its execution of the Design-Build Contract each constitutes a separate and independent representation that it had the opportunity, prior to agreeing to the Contract Sum and Contract Time, to thoroughly and carefully review and evaluate to its satisfaction the RFP Documents, Project Criteria, Reference Documents and other documents and information provided by County to Design-Builder concerning the Project, Site or Existing Improvements.

.2 No Contract Adjustment. Design-Builder agrees that it shall not be entitled to, and hereby conclusively waives, any right to Contract Adjustment due to additional or unforeseen Losses or Delays on the basis that the RFP Documents, Project Criteria, Reference Documents or other documents or information provided by County to Design-Builder concerning the Project, Site or Existing Improvements contained an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws, if prior to the Final Proposal Submission Date such error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws was either:

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

(1) discovered by Design-Builder and Design-Builder, notwithstanding such discovery, failed to report such error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws to County in writing prior to the Final Proposal Submission Date; or

(2) although not actually discovered by Design-Builder was prior to the Final Proposal Submission Date reasonably discoverable by Design-Builder exercising the Standard of Performance specified in Section 2.2 of the form of Design-Build Contract that was part of the RFP Documents.

3.4.13 **No Warranty by County.** Design-Builder is solely responsible to satisfy itself as to the suitability, accuracy and completeness of any information provided by the County, such as but not limited to, information that is in the nature or form of design requirements, calculations, estimates, projections, budgets, studies, reports, surveys or other information describing the Project, Work, Site, Existing Improvements, Hazardous Substances or Mold (including, without limitation, opinions, data, recommendations and other information contained in the Reference Documents), and nothing stated in the RFP Documents or Contract Documents shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the County with respect to the accuracy, sufficiency or completeness of such information.

3.4.14 **Requests for Information.**

.1 **Time for Submittal.** Requests for Information shall be submitted to Project Manager no later than three (3) Days after the date Design-Builder learns of the circumstances giving rise to the question contained in the Request for Information.

.2 **Content.** Each Request for Information shall include the following:

(1) a detailed description of the discrepancy or variance discovered;

(2) Design-Builder's request for clarification, including, without limitation, any request for further detailing or correction of the Contract Documents; and

(3) a statement of whether Design-Builder believes it is entitled to a Contract Adjustment by reason of such discrepancy or variance.

.3 **Form.** Design-Builder shall submit Requests for Information using forms provided or approved by Project Manager.

.4 **Unnecessary, Multiple Requests.** Design-Builder shall carefully review, coordinate and consolidate (where appropriate to prevent piecemeal submission) Requests for Information (whether originating with Design-Builder or the Subcontractors or Sub-Consultants) prior to submitting them in order to eliminate unnecessary and duplicative of requests.

.5 **Responses.** Responses to Requests for Information shall be furnished with reasonable promptness so as to not unreasonably Delay progress of the Work; provided, however, that the timing of a response by the County, Project Manager, Construction Administrator or a County Consultant to a Request for Information shall not constitute grounds for a Contract Adjustment unless Design-Builder has complied with the requirements set forth in this Paragraph 3.4.15 and, if applicable, Paragraph 2.1.3, above.

.6 **Backcharges by County.** County shall have the right to deduct from payments due to Design-Builder sums expended by County for the services of the Project Manager, Construction Administrator, Inspectors of Record and County Consultants due to a failure by Design-Builder to comply with this Paragraph 3.4.15.

.7 **Waiver by Design-Builder.** Failure by Design-Builder to submit a Request for Information in accordance with this Paragraph 3.4.15 under circumstances in which a Request for Information was required by this Paragraph 3.4.15 shall result in Design-Builder waiving its right to a Contract Adjustment on account of any Loss or Delay that could have been avoided if such Request for Information had been timely submitted.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.4.15 **Correction of Work.** Design-Builder shall, at Design-Builder's Own Expense, correct or replace in accordance with the direction of Project Inspector any portion of the Work that is performed by Design-Builder or a Subcontractor or Sub-Consultant knowing that it involves, or that Design-Builder or Subcontractor or Sub-Consultant in the exercise of the Standard of Performance should have known involves, a portion of the Contract Documents that contains an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws, without first notifying the Project Manager and Construction Administrator and obtaining the written approval of the Project Manager.

3.4.16 **Risk Reporting.** The Design-Build Team shall identify Project Risks which include conditions or events that could negatively impact the Project scope, quality, schedule or Contract Sum; beginning at the program validation and continuing through construction and close-out. The Design-Build Team shall evaluate the risk to include severity of impact, probability of occurrence with cost and schedule impact and other appropriate factors and recommend ways to manage and/or mitigate each risk. The Design-Build Team shall present a risk log at the regularly scheduled project team meetings and incorporate this topic as an on-going agenda item. At the end of each Phase the Design-Build Team will produce a Risk Report highlighting the Risks identified, mitigated and/or carried over into the next Phase and other summary comments that the Design-Build Team deems necessary.

3.5 SUPERVISION AND CONSTRUCTION PROCEDURES

3.5.1 **General Obligation.** Design-Builder shall provide competent, fully qualified personnel to supervise, administer, manage and direct the Work, competently and efficiently, at all times devoting their best skill and attention to perform the Work in accordance with the Contract Documents.

3.5.2 **Supervisory Staff.** Design-Builder shall employ a competent project manager, superintendent, scheduler, forepersons and necessary assistants during performance of the Work. Design-Builder's superintendent and forepersons shall be present at the Site at all times that the Work is in progress and at any time that any employee of Design-Builder or a Subcontractor or Sub-Consultant is present at the Site. Design-Builder's project manager and superintendent shall, unless excused from attendance by the County, attend all job meetings. Design-Builder's project manager and superintendent must be able to fluently read and write in English. Design-Builder's superintendent shall not perform the Work of any trade, pick up materials, or perform any Work not directly related to the supervision of the Work and shall be available twenty-four (24) hours a Day, seven (7) Days a week, to respond to emergencies.

3.5.3 **Supplementary Personnel.** Without limitation upon any of the rights or remedies of the County under the Contract Documents or under Applicable Laws, in the event that Design-Builder fails to have personnel on Site to supervise the Work, the County shall have the right, but not the obligation, upon twenty-four (24) hours' telephonic or email notice by the Project Manager to Design-Builder, to provide such supervision on a temporary basis and to deduct from the sums owing to Design-Builder the actual costs of such temporary supervision. Design-Builder shall, notwithstanding the County's providing such temporary supervision, remain solely responsible for all actions and omissions of its personnel and of the Subcontractors and Sub-Consultants who are on the Site.

3.5.4 **Means, Methods, Procedures.** Design-Builder shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

3.6 LABOR, MATERIALS AND EQUIPMENT

3.6.1 **Contract Sum.** Design-Builder shall provide and pay for labor, materials, tools, equipment, machinery, heat, transportation, facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated into the Work.

3.6.2 **Coordination.** Design-Builder shall provide supervision sufficient to ensure proper coordination for the timely and efficient performance and completion of the Work.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.6.3 Field Conditions. Design-Builder shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions with the information in the Contract Documents and with other information obtained by or available to Design-Builder before commencing the Work or any activities on the Site.

3.6.4 Layout. Design-Builder is solely responsible for (1) the accurate layout of all portions of the Work, (2) the accuracy of the Project lines and levels, and (3) erection of the Work square, plumb, level, true to line and grade, in the exact plane, to the correct elevation and sloped to drain where needed.

3.6.5 Materials, Equipment

.1 Delivery, Storage, Inventory. Materials and equipment shall be: (1) furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work; and (2) if located on the Site shall be properly stored and protected as necessary, or as directed by Project Manager, to prevent Loss from any cause, including, without limitation, theft. In the event that Project Manager gives direction as to the location on the Site for storage or protection of materials or equipment, Design-Builder shall nonetheless remain solely responsible for its safe and secure storage and protection. No part of any such stored materials and equipment shall be removed from its place of storage except for immediate installation in the Work. Design-Builder shall keep an accurate inventory of all such stored materials and/or equipment in a manner satisfactory to County.

.2 Purchases. Design-Builder shall place orders for materials and/or equipment as specified so that delivery of same may be made without Delay to the Work. Design-Builder shall, upon request from Project Manager, furnish to County documentary evidence showing that orders have been placed. County reserves the right, in the event of Design-Builder's failure, after three (3) Days written notice to Design-Builder, to comply with the requirements of this Subparagraph 3.6.5.2, to place orders for such materials or equipment as it may deem advisable in order that the Work may be completed within the Contract Time and to deduct the costs paid or payable by County associated with such purchases from the Contract Sum otherwise owing to Design-Builder. Design-Builder shall, if requested by Project Manager, accept assignment of any such contracts entered into by County without a Contract Adjustment.

.3 Title. No material, supplies or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Design-Builder warrants good title to all material, supplies and equipment installed or incorporated in the Work and agrees upon Final Completion to deliver the Work, including the premises, land, improvements and appurtenances on or to which the Work is placed, located or affixed, to County free from any claims, liens, or charges. Design-Builder further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any of the Work shall have any right of lien upon the Site, or any Existing Improvements or appurtenance thereon, except that (1) nothing stated in this Subparagraph 3.6.5.3 shall be interpreted as a waiver by Design-Builder or any Subcontractor or Sub-Consultant of its right under Applicable Laws to serve a stop notice for Work that is not paid for by County as required under the terms of the Contract Documents; and (2) Design-Builder may install metering devices or other equipment of utility companies or political subdivisions, title to which may be retained by such utility company or political subdivision, provided that in the event of such installation Design-Builder advises Project Manager as to the owner, and the precise location, thereof.

.4 Substitutions. No substitution of materials, equipment, articles, processes or other items of the Work required under the Contract Documents will be made without written approval of Construction Administrator. Said approval may, if the substitution involves a Change to the Project Criteria or an Approved Deviation, be granted or denied in the Construction Administrator's sole and absolute discretion. Neither the occurrence of a substitution by Design-Builder nor the approval or rejection by Construction Administrator of a substitution that is made in accordance with this Subparagraph 3.6.5.4 shall give rise to any right of the Design-Builder to a Contract Adjustment. Design-Builder shall, notwithstanding Construction Administrator's approval, remain solely responsible for the sufficiency and suitability of all substitutions.

.5 Parts List. Design-Builder will provide a printed parts list for all items which might be subject to replacement and for which parts lists are either expressly required by the Contract Documents or customarily provided according to usual commercial practices.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.6 Manuals. Three (3) hard copies and one (1) electronic version of operations and maintenance manuals will be prepared and transmitted to Project Manager within the Contract Time for Final Completion. Final Payment will not be due until Project Manager has received all manuals covering the Work that are either required to be provided by the terms of the Contract Documents or if not required are customarily provided according to usual commercial practices applicable to the portion of Work involved. Operating instructions will be included within the equipment manuals and will state all information necessary for County to operate, use, maintain and service the equipment fully and efficiently.

.7 Start Up. Design-Builder will be responsible for start-up and commissioning of all systems and equipment purchased as part of the Work and has included sufficient amounts in the Contract Sum to cover contingencies arising out of the start-up and commissioning of such systems and equipment. Design-Builder will comply fully with each manufacturer's specifications and instructions. Systems and equipment specified to be furnished with manufacturer's supervision of start-up will be placed in operation only under such supervision.

Design-Builder shall, at no additional cost, actively participate in the commissioning process and all related activities including making all necessary adjustments, repairs, corrections, replacements required by the Commissioning Authority and related punch list. DB shall provide required training to Facilities personnel (including videotaping of all training sessions), Operations and Maintenance manuals, County-required attic stock, and all required documents related to commissioning.

3.7 DESIGN-BUILDER'S WARRANTY

3.7.1 General Representations and Warranties. Without limitation upon any of the promises, warranties or representations by Design-Builder contained elsewhere in the Contract Documents, the Design-Builder warrants and represents as follows:

.1 Solvency. Design-Builder represents and warrants that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents.

.2 Capital. Design-Builder represents and warrants that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations under the Contract Documents.

.3 Authorization to do Business. Design-Builder represents and warrants that it is authorized to do business in the jurisdiction where the Work will be performed and is properly licensed by Governmental Authorities.

.4 Authority. Design-Builder represents and warrants that its execution of the Design-Build Contract and its performance thereof are within its duly authorized powers.

.5 Labor Relations. Design-Builder represents and warrants that it presently knows of no facts the existence of which might lead to a labor dispute which might affect the Work.

.6 Experience. Design-Builder represents and warrants that it has performed substantial work in the past that is comparable in kind and complexity to the Work and that it is an experienced design-build firm having the ability, skill and resources necessary to perform and/or provide the Work required of it under the Contract Documents within the limitations of the Contract Sum and Contract Time.

.7 Labor Laws. Design-Builder warrants that all of the Work will be provided and produced in compliance with Applicable Laws relating to employment of labor.

.8 Occupational Safety and Health Laws. Design-Builder warrants that all the Work will comply with the Applicable Laws relating to occupational safety and health.

.9 Hazardous Substances. Design-Builder warrants that the use and storage of all Hazardous Substances and products containing Hazardous Substances in the Work will comply with Applicable Laws.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.10 Environmental Laws. Design-Builder represents and warrants that it is knowledgeable regarding those Environmental Laws applicable to the Work and that it will conduct itself in full compliance therewith, notifying County in the event of any significant environmental occurrence.

3.7.2 General Warranty. In addition to other warranties and guarantees required by the Contract Documents, the Design-Builder shall, and hereby does, warrant and guarantee that:

.1 the Work will conform to the RFP Documents, Project Criteria and Approved Deviations, including, without limitation, any performance standards that are part thereof;

.2 all Work for which there is not a specific performance standard in the RFP Documents, Project Criteria or Approved Deviations shall be performed in accordance with the highest standard of care applicable to the performance of services and work of the type required by the Project Criteria and RFP Documents;

.3 the completed Work will conform to the Design Intent;

.4 all labor, equipment, materials and other items of Work will be when installed new and free of liens, claims and security interests;

.5 without limitation to the other requirements of this warranty, all labor, installation and workmanship will be performed in a good and workmanlike manner;

.6 all labor, materials, equipment, services and work shall be free of conditions constituting Defective Work for the period set forth by statute; and

.7 all parts of the Work will conform to the requirements of Applicable Laws in effect at the time such Work is permanently incorporated into the Project.

3.7.3 Evidence of Compliance. The Design-Builder shall furnish satisfactory evidence as to the kind and quality of services, labor, installation, materials and equipment used. Manufactured items installed in the Work shall be installed in strict accordance with manufacturer's current printed instructions.

3.7.4 Repair, Replacement. Without limitation upon the County's other rights or remedies under the Contract Documents or Applicable Laws, any and all Work that, for reasons other than (1) ordinary wear and tear or (2) abuse or neglect by persons or entities other than the Design-Builder or the Subcontractors or Sub-Consultants, is not in conformance with the warranties or guarantees required by the Contract Documents or Applicable Laws shall be repaired or replaced, together with the repair or replacement of any other Work, Existing Improvements or the work of the Separate Contractors, the County's own forces or others, which may be removed, displaced or damaged in so doing. The Design-Builder shall notify the County in writing upon completion of such repair or replacement. In the event of failure by the Design-Builder to commence and pursue with diligence said replacement or repair within ten (10) Days after being notified by the County, the County is hereby authorized to proceed with such replacement and repair as the County deems necessary and expedient using its own forces or Separate Contractors and to charge such costs to Design-Builder at Design-Builder's Own Expense.

3.7.1 No Limitation. The warranties stated in this Section 3.7 are in addition to any other warranties or guarantees that are required under any other provision of the Contract Documents or Applicable Laws. Nothing stated in this Section 3.5 shall be interpreted as a limitation upon the County's rights under any warranties or guarantees provided for under any other provision of the Contract Documents or under Applicable Laws that afford the County greater rights than the rights afforded to County under this Section 3.7.

3.7.2 Assignment. Design-Builder does hereby unconditionally and irrevocably assign to County all warranties and guarantees issued or made by any Subcontractor or Sub-Consultant of any Tier (including, without limitation, any manufacturer, supplier and distributor). Such assignment shall not relieve Design-Builder of, or otherwise limit, any of its obligations contained in the Contract Documents, including, without limitation, the

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

general responsibility and liability of Design-Builder for a breach by a Subcontractor or Sub-Consultant (including, without limitation, any manufacturer, supplier and distributor) of a warranty or guarantee given by such Subcontractor or Sub-Consultant in connection with the Work.

3.7.3 Close-Out. Unless sooner requested by the Project Manager, the Design-Builder shall furnish to the County, as part of the Close-Out Documents and as a condition to Final Payment, all guarantees or warranties as are required by the terms of the Contract Documents. All such guarantees and warranties shall be: (1) in writing; (2) indexed and bound; (3) accompanied by such certifications and instruction materials as may be required by the Contract Documents; and (4) issued or assignable by their terms to County and will in the latter case be assigned to County.

3.7.4 11-Month Walk-Through. Design-Builder agrees, at no additional cost to the County, to participate with County in a walk-through of the Project during the one (1) year and eleven (11) months following Final Completion for the purpose of reviewing the Work and identifying any items of Work that may require correction under applicable warranties furnished as part of or pursuant to the Contract Documents. The Design-Builder shall take steps to ensure that the Architect of Record participates fully in said walk-through.

3.8 TAXES

3.8.1 General. The Design-Builder shall pay, at the Design-Builder's Own Expense, all local, state and federal taxes, including, without limitation, all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by the Design-Builder or the Subcontractors, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to the Design-Builder's employees.

3.8.2 Excise Taxes. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, then the County, upon request, will execute documents necessary to show: (1) that the County is a political subdivision of the State for the purposes of such exemption; and (2) that the sale is for the exclusive use of the County. No excise tax for such materials shall be included in any price (including, without limitation, the price for the Work in the Design-Build Proposal) submitted by Design-Builder for the Work or for Changes in the Work.

3.8.3 Tax Exempt Status. The Design-Builder shall comply with Applicable Laws concerning tax-exempt construction projects.

3.8.4 Records of Taxes. The Design-Builder and the Subcontractors shall keep sufficient records to verify the amount of sales and use taxes paid. Copies shall be submitted with each monthly Application for Payment. Failure to keep or submit such records, resulting in the inability of the County to claim a refund for taxes for such materials, shall render the Design-Builder liable to the County for the amounts of such tax refund.

3.9 PERMITS, FEES AND NOTICES

3.9.1 Permits. All permits, licenses and certificates obtained by the Design-Builder shall be delivered to the County prior to and as a condition to Final Completion and the Design-Builder's right to Final Payment.

3.9.2 Applicable Laws, Notices. Design-Builder shall comply with, and give notices required by, Applicable Laws bearing on performance of the Work.

3.9.3 Notice of Violations. Design-Builder shall immediately notify the Project Manager in writing of any instruction received from the County, Project Manager, County Consultant or any other Project Team member that, if implemented, would cause a violation of any Applicable Law.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.9.4 Approvals by Governmental Authorities. Where the Contract Documents state that materials, processes or procedures must be approved by a Governmental Authority, the Design-Builder shall be responsible for satisfying requirements and obtaining the approval of such Governmental Authority.

3.10 DESIGN-BUILDER'S PERSONNEL

3.10.1 Key Persons. Design-Builder's employees acting as project manager, scheduler and superintendent constitute Key Persons. Individuals acting as Key Persons who are not already identified in Design-Builder's Post-Award Submittals shall be identified in writing to Project Manager prior to commencement of the Work.

3.10.2 Background Check. Design-Builder shall perform, prior to commencing Work on the Site, a thorough background check of each of the Key Persons and shall not, without prior written approval of County, employ any person to act as a Key Person if such background check, or other information known to Design-Builder, discloses a felony conviction or other matter which casts any reasonable doubt on the competency, reliability or honesty of such person.

3.10.3 Authority. The Key Person acting as project manager shall be deemed to have full authority to contractually bind Design-Builder, including, without limitation, the authority to bind Design-Builder to the terms of Contract Adjustments.

3.10.4 Transfer. Design-Builder's Key Personnel are deemed of essence to the Design-Build Contract. No Key Person shall, for so long as he/she is employed by Design-Builder, be transferred to any other project nor any of his/her responsibilities reassigned at any time during performance of the Work without the prior written approval of County, which approval may be granted or withheld in County's sole discretion.

3.10.5 Removal. County shall have the right, at any time, to direct the removal and replacement of any Key Person if his/her performance is determined by County, in its sole and absolute discretion, to be unsatisfactory.

3.10.6 Replacement. Any person proposed by Design-Builder as a replacement for a Key Person must be approved in advance by Project Manager, such approval not to be unreasonably withheld, after submission by Design-Builder to Project Manager of complete information concerning such person's experience and qualifications.

3.10.7 Communications. Important communications by Key Persons shall be confirmed in writing by Design-Builder. Other communications by Key Persons shall be confirmed on written request in each case.

3.10.8 Contact Information. Design-Builder shall provide, prior to the start of the Work, telephone numbers where Key Persons can be reached 24-hours a day, 7 Days a week.

3.10.9 Signatures. Prior to commencing the Work, a facsimile of the signatures of the Key Person acting as project manager, as well as any other representatives of Design-Builder with authority to sign on behalf of and contractually bind Design-Builder, shall be submitted to Project Manager.

3.10.10 Exclusion from Site. Design-Builder shall at all times maintain good discipline and order at the Site among its employees and the employees of the Subcontractors and Sub-Consultants. Any person in the employ of Design-Builder or any of the Subcontractors or Sub-Consultants that the County deems, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of County.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.11 DESIGN-BUILD SCHEDULE

3.11.1 **Goals.** The Schedule shall be prepared, updated and followed by the Design-Builder. The goal of Scheduling is to help meet the goals and deadlines required for this project. To meet these goals, tasks and features may be modified during the design-build process upon approval of Mono County.

3.11.2 **Preparation.** Within fourteen (14) Days after receipt by Design-Builder of the Notice of Intent to Award, the Design-Builder shall prepare and submit a Design-Build Schedule for the design and non-design portions of the Work, electronically, for the County's information and Project Manager's approval. The Design-Build Schedule shall in all respects conform to and be consistent with the time requirements for the Project set forth in the RFP Documents and the executed Design-Build Contract.

3.11.3 **Format.** Schedules shall be provided in Gantt format, prepared with software such as Microsoft Project, or other industry standard software as accepted by Mono County. Design Build Entity may use systems such as the Last Planner® System.

3.11.4 **Maintenance.** Design-Builder shall keep the Project Schedule current and updated as changes occur. Schedule shall be updated as tasks are completed. Schedule shall be revised as necessary to hold completion of critical path items, and to meet critical path goals. Goals and critical path items cannot be delayed without written approval by Mono County.

3.11.5 **Meetings.** At a minimum weekly scheduling meetings shall be held. Additional meetings shall held as necessary such as delays in deliverables, or product changes.

3.11.6 **Tasks.** The Schedule shall include all items for successful completion of the project, from initial planning, through design and engineering and into materials acquisition and construction. At a minimum the following tasks shall be included:

- Planning
- Design
- Engineering
- Permitting
- Materials Submittals
- Materials acquisition
- Inter-agency coordination
- External agency coordination, such as MLFPD, TOML, MCWD.
- Utility Company Coordination
- Construction
- Inspection
- Traffic Control

3.11.7 **Features.** Items within the schedule must be scheduled with a minimum of the following considerations:

- Start Dates and Times
- Task duration
- Predecessor Control
- Goals
- Budget
- Resources (staff time, or work hours)
- Long Lead items with "Pre" scheduling to verify successful Deliveries
- Materials requirements
- Review times
- Inspection times
- Submittal processing times

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

- Weather requirements
- Request for Information Processing

3.11.8 **Location Specific Scheduling.** There are numerous factors that must be considered for the required schedule. The following are an indication of some of the factors that must be considered. This is not a complete list and additional items must be added to the schedule as they are discovered.

- If large materials are delivered, specific permitting may be required through Caltrans.
- Local transportation and construction must be coordinated and scheduled for no conflict with local events, such as the 4th of July parade, the Fall Century, and the June Lake Triathlon.
- Mammoth Lakes can have large amounts of snow that can affect deliveries, materials, and construction. Scheduling should work to minimize exterior work in winter months.
- The site is located in the Lahontan Regional Water Quality Control District and will require a Storm Water Pollution Prevention Plan. Time must be scheduled for this preparation and submittal of the Notice of Intent.
- This site has overhead power lines that are managed by Southern California Edison. The relocation of these lines and all coordination and design work must be included in the schedule.
- This site has underground water and sewer lines that are managed by the Mammoth Community Water District. The relocation of these lines and all coordination and design work must be included in the schedule.

3.11.9 **Responsibility.** The governing schedule for the Work shall be the Design-Build Schedule or updated Design-Build Schedule approved by the Project Manager, unless otherwise directed in a writing signed by Mono County. No other schedule shall be used or relied upon by the Design-Builder or its Subcontractors or Sub-Consultants in planning or performing the Work or in connection with any request for Contract Adjustment to the Contract time.

The Design-Builder shall remain solely responsible for delays including but not limited to supplier's failure to deliver, contractors or subcontractors unable to provide adequate staff, weather delays, materials reviews, or delays due to outside agencies or groups such as utility company, TOML, or MLFPD. If an unforeseeable event occurs that adversely impacts the schedule that is beyond the control of, and not the making of, the Design-Builder or County, then County is prepared to discuss schedule impacts and the mitigation circumstances. The Design-Builder shall develop knowledge of the site to eliminate delays due to unsuitable onsite materials, such as large rocks encountered during excavation, ground water, or existing utilities. Design-Builder is and shall remain solely responsible, notwithstanding the County's review or Project Manager's approval thereof, for the accuracy, suitability and feasibility of all schedules it prepares for the Project, including, without limitation, the Design-Build Schedule, Submittal Schedule, "look ahead" schedules, recovery schedules and any updates thereof. Time is of the essence for this Contract, including the time of beginning, the rate of progress, and the time of completion of the Work. The Work shall be prosecuted by Design-Builder at such time, in such manner, and on such part or parts of the Project as may be required to complete the Project as contemplated in the Contract Documents.

3.12 REPORTING, PROGRESS MEETINGS, DOCUMENTS AND SAMPLES AT THE SITE

3.12.1 **Contract Documents.** Design-Builder shall at all times while performing Work at the Site maintain, in good order, at the Site: (1) one legible set of the Contract Documents; (2) one legible copy of the current version of the other Contract Documents; and (3) one legible copy of the current version of approved Shop Drawings, Product Data, Samples and other Submittals.

3.12.2 **Record Documents.**

.1 **Design-Builder Responsibility.** Design-Builder shall maintain Record Drawings and Specifications in a satisfactory record condition by posting, on a weekly basis (or, in the case of building or site mechanical, electrical, plumbing or fire sprinkler systems, as soon thereafter as is reasonable and practical), thoroughly and neatly, all Changes to the Work and the location of the Work, including, without limitation, the location of portions of the Work shown diagrammatically, as occurs in the actual construction of the Work, as well as any as-built conditions noted by other County

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

Consultants, including, without limitation, County Consultants involved in the commissioning process. Each revision, change and notation shall be coordinated with other revisions, changes and notations and accurately annotated and cross-referenced by the Design-Builder.

.2 Property of County. All Record Drawings and Specifications and other Record Documents shall be deemed the sole property of the County and at the earlier of Final Completion or termination of the Design-Build Contract, shall be turned over to Project Manager.

.3 Final Completion. Design-Builder shall, as a condition to Final Completion and Final Payment, furnish the Project Manager and Construction Administrator with a Building Information Model that incorporates all construction revisions and one set of the Record Drawings and one (1) annotated hard copy and one electronic file of the Record Specifications. All electronic versions shall conform to the requirements of the current BIM/CADD Standards. Each page of such Record Drawings and the cover page of such Record Specifications shall prominently bear the words "Record Documents" and the Design-Builder's approval by electronic signature certifying that, to the best of his/her knowledge, they are true and accurate and that the indications thereon represent the actual condition of the Work.

.4 Condition of Payment. Compliance by Design-Builder with the requirements of this Paragraph 3.12.2 shall be deemed a condition to Design-Builder's right to payment upon its Applications for Payment.

3.12.3 Daily Reports.

.1 Delivery. At the end of each Day that Design-Builder performs the Work on the Site, Design-Builder shall submit a daily report to Project Manager (on the form provided or approved by Project Manager), together with applicable delivery tickets for all labor, materials and equipment furnished that Day. If requested by Project Manager, daily reports shall be delivered electronically.

.2 Content. Daily Reports shall include the following information:

(1) Labor - The names of the workers, and for each such worker his/her classification and hours worked.

(2) Material - A list of the different materials used and for each different material the quantity used.

(3) Equipment - The type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.

(4) Inspection and Testing Activities – A list of inspections performed by name of inspector and testing company and the type of inspection, items of the Work involved and a description of the outcome of such inspection or test.

(5) Visitors, Guests, Dignitaries – A list of visitors and guests by name, title, company and purpose of visit.

(6) Areas of the Work – A statement of the areas of the Site on which the Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the Day.

(7) Accidents, Delays, Defective Work – A description in detail of any injuries to the workers, accidents or delays that occurred or Defective Work that was encountered.

(8) Other Services and Expenditures – A description of other services and expenditures in such detail as County may require.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.3 Payment. Timely and complete submission of daily reports by Design-Builder shall be a condition to Design-Builder's right to payment under the Design-Build Contract.

3.12.4 Progress Meetings. Design-Builder shall coordinate and attend all progress meetings at the Site, at which meetings progress of the Work shall be reported in detail with reference to the then-current updated Design-Build Schedule approved by the Project Manager. Progress meetings shall be held weekly, or at such other time or frequency as County, in its sole and absolute discretion, deems necessary. A representative of the Architect of Record, and each Subcontractor and other Sub-Consultant then actively performing Work or immediately scheduled to become active, shall have a competent and knowledgeable representative present at such progress meeting to report on the condition of the Work of such Subcontractor or Sub-Consultant and to receive relevant information. Meeting notes shall be taken by the Design-Builder and distributed to the Project Manager, County, all meeting attendees and all other affected parties.

3.12.5 Notice Requirements. Under no circumstances shall information contained in Design-Builder's daily job reports, monthly reports or job meeting minutes relieve Design-Builder of its obligations to comply with, serve as a substitute for, nor constitute a waiver by County of its right to insist upon, Design-Builder's compliance with the provisions of the Contract Documents relative to timely and complete notice to County of Changes, Delays, Claims, or other matters for which written notice is required by the Contract Documents.

3.12.6 Availability for Review. Copies or originals of all documents required to be maintained by the Design-Builder at the Site or required to be submitted to the Project Manager shall be available at any time for review by the County, Project Manager, Inspectors of Record and Governmental Authorities.

3.12.7 Verified Reports. Without limitation to any of the Design-Builder's other obligations under the Contract Documents or Applicable Laws, the Design-Builder shall maintain at the Site, be acquainted with and comply with the provisions of the California Code of Regulations as they relate to the Project, including, without limitation, Titles 8, 17 and Part 1, Title 24, California Code of Regulations. A representative of the Design-Builder and Architect of Record shall, in accordance with the provisions of Part 1, Title 24 of the California Code of Regulations, prepare and file periodic and final verified reports on forms prescribed by County averring that of his/her own personal knowledge the Work performed, during the period of time covered by the report, has been performed, and materials have been used and installed in every material respect in compliance with the Drawings and Specifications approved by County for the Project, together with such other detailed statements of fact as County may require.

3.13 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.13.1 Not Contract Documents. Shop Drawings, Product Data, Samples and other Submittals are not Contract Documents. Their purpose is to demonstrate for those portions of the Work for which Submittals are required the way the Design-Builder proposes to conform the Work to the designs and other information in the Contract Documents.

3.13.2 Coordination with Others. Design-Builder shall cooperate with County, Project Manager and County Consultants in the coordination of Design-Builder's Shop Drawings, Product Data, Samples and other Submittals with related documents submitted by the Separate Contractors.

3.13.3 Submission by Design-Builder.

.1 Submission. All Shop Drawings, Product Data, Samples and other Submittals required by the Contract Documents shall be submitted to Project Manager for its review, with a copy to County and to such of County's Consultants or Separate Contractors as Project Manager may direct in writing. Informational Submittals (i.e., Submittals upon which no responsive action is expected) may be required and if so shall be limited to those Submittals so identified in the Contract Documents. Submittals made by Design-Builder which are not required by the Contract Documents may be returned without action.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.2 Design-Builder Approval. The Design-Builder and Architect of Record shall review, stamp "approved" and submit Design-Builder's Shop Drawings, Product Data, Samples and other Submittals to the Project Manager, in accordance with the latest Submittal Schedule approved by the Project Manager. The Design-Builder's approval and submission of Submittals constitutes a representation that the Design-Builder has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents and with the Submittals for related Work. Submittals without evidence thereon of the Design-Builder's approval shall be returned, without further consideration, for resubmission in accordance with these requirements.

.3 Transmittal. All Submittals shall be accompanied by an accurately completed transmittal in the form required by County. With respect to Submittals of documents, the transmittal shall give a list of the numbers of the sheets submitted. All sheets shall be marked with the name of the Project and the name of Design-Builder shall be numbered consecutively and referenced to the sheets or paragraphs of the Drawings and Specifications affected. A separate transmittal form shall be used for each specific item or class of material or equipment for which a Submittal is required. Transmission of Submittals of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency dictates review of the group or package as a whole. Any Submittal not accompanied by such transmittal form, or where all applicable items on the form are not completed, may be returned for re-submittal without review.

.4 Timing. Whether or not a particular Submittal has been identified for review by Project Manager only or by Project Manager and a County Consultant, Design-Builder shall in all cases submit its Submittals within a time frame sufficiently early to allow review of the same by the Project Manager and County Consultants without causing Delay to construction progress. Design-Builder will be responsible to pay, at Design-Builder's Own Expense, additional services fees and costs incurred by County for the Project Manager, Inspectors of Record and County Consultants in order to expedite review of Submittals which are not submitted in a timely fashion.

.5 Content. Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams and product samples, necessary to describe a system, product or item. Submittals shall show in detail the size, sections and dimensions of all members, the arrangement and construction of all connections, joints and other pertinent details, and all holes, straps and other fittings for attaching the Work. When required by the Contract Documents, engineering computations shall be submitted.

.6 Professional Certifications. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, County, Project Manager and the County Consultants shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

.7 Multiple Submittals. Except where the preparation of a Submittal is dependent upon the approval of a prior Submittal, all Submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.

.8 Notation of Revisions. Design-Builder shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or other Submittals, to revisions other than those requested by Project Manager or County Consultants on previous Submittals.

.9 Duplicates. Design-Builder shall be responsible for delivering duplicates of Submittals to all other persons whose work is dependent thereon.

3.13.4 Review of Submittals. Review of Submittals by County, Project Manager or County Consultants is subject to the limitations of Paragraph 4.3.8, below. Design-Builder shall, notwithstanding any review or approval thereof by County, Project Manager or a County Consultant, be solely responsible for the content of all Submittals. Without limitation to the foregoing, deviations in Submittals from requirements of the Contract Documents shall remain the sole responsibility of Design-Builder unless Design-Builder has specifically informed Project Manager in writing of such deviation at the time of submission of the Submittal and Construction Administrator has given specific written approval thereof.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.13.5 **Contract Adjustments.** Subject to Design-Builder's rights and obligations under Article Z, below, revisions indicated on Shop Drawings, Product Data, Samples or other Submittals shall not be considered as a basis for a Contract Adjustment.

3.13.6 **Compliance with Contract.** Design-Builder shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or other Submittals until the respective Submittal has been returned by the Project Manager with an indication that it has been reviewed and that the Work addressed by the Submittal may proceed. Such Work shall be in accordance with such Submittals, unless such Submittal indicates that there are corrections to be made. If corrections are indicated to be made then the Work shall be in accordance with the re-submitted and corrected Submittal that is reviewed and returned to the Design-Builder by the Project Manager.

3.14 USE OF SITE

3.14.1 **Staging Area.** Design-Builder will be assigned staging space on or adjacent to the Site, and all field offices, materials and equipment shall be kept within this area. Unless otherwise required by the Contract Documents, Design-Builder shall be responsible for restoring such areas and surrounding areas to the condition they were in prior to Design-Builder's commencement of the Work.

3.14.2 **Existing Improvements.** During the installation of the Work, Design-Builder shall ensure that Existing Improvements are adequately protected. Upon Final Completion of the Work, all Existing Improvements that may have been damaged shall be restored to the condition they were in prior to Design-Builder's commencement of the Work.

3.14.3 **Operations at Site.** Design-Builder shall confine operations, access and parking at the Site to areas permitted by Applicable Laws, and County and shall not unreasonably encumber the Site with materials or equipment. Design-Builder acknowledges that it is experienced in performing construction within limited and confined areas and spaces such as those that are anticipated to exist on this Project and agrees to assume responsibility, without a Contract Adjustment, to take all special measures (including, without limitation, those related to protection, storage, staging and deliveries) as may be necessary to adapt its performance to the constraints of the Site.

3.14.4 **Coordination.** Design-Builder shall coordinate Design-Builder's operations with, and secure the approval of, County before using any portion of the Site.

3.14.5 **Unauthorized Use.** Personnel of Design-Builder and the Subcontractors and Sub-Consultants shall not occupy, live upon or otherwise make use of the Site during any time that the Work is not being performed at the Site, except as otherwise approved by County.

3.14.6 **County Operations.** Design-Builder shall anticipate and take all necessary and reasonable measures to minimize and control dust and noise that might interfere with the use or enjoyment of the Site by the County and its staff and visitors. The Design-Builder shall familiarize itself with the activities of the County, including, without limitation, meetings and day-to-day operations and plan the Work so as to avoid interferences or disturbances therewith.

3.14.7 **Site Security.** Design-Builder is responsible for the security of the Site and all of the Work, as well as the work of the Separate Contractors or County's own forces that occurs on the Site. Fences, barricades and other perimeter security shall be maintained in good condition and secured with locking devices. Damage shall be repaired immediately. Graffiti and unauthorized postings shall be removed or painted over so as to maintain a clean and neat appearance. Mobile equipment and operable machinery shall be kept locked or otherwise made inoperable whenever left unattended.

3.14.8 **Persons on Site.** Design-Builder shall not allow any person, other than the workers on the Project, or other individuals authorized by County, to come upon any portion of the Site where the Work is being performed. Only authorized personnel will be permitted on the Site. Design-Builder shall at all times

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

maintain good discipline and order among its employees and the employees of Subcontractors and Sub-Consultants. Any person in the employ of Design-Builder or any of Subcontractor or Sub-Consultant whom County may deem, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of County and all Losses to Design-Builder or County associated therewith shall be paid at Design-Builder's Own Expense.

3.14.9 **County Activities.** Design-Builder shall, prior to performing the Work, become informed and take into specific account the schedule of offices and employees, planned functions and ceremonies, and other scheduled activities on the Site and coordinate its planning, staging, scheduling, coordination and performance of the Work so as to minimize any interference or disruption (including, without limitation, noise and dust) to County functions and activities, whether before, during or after regular work hours. The Design-Builder shall enclose the working area with a substantial barricade and arrange the Work to cause minimum amount of inconvenience and danger to employees, officials, staff and visitors.

3.14.10 **Dust, Fumes, Noise.** Design-Builder shall take preventive measures to minimize, and eliminate wherever reasonably possible, generation of dust, fumes and noise.

3.14.11 **Confinement of Operations.** Design-Builder shall confine apparatus, the storage of materials and the operations of the workers to limits indicated by Contract Documents or as otherwise directed by Project Manager in writing.

3.14.12 **Prohibited Substances.** Design-Builder shall not permit (1) the possession or use of alcohol or controlled substances on the Site or (2) smoking in other than designated smoking areas approved by County.

3.14.13 **Survey Markers.** Design-Builder shall take care in accordance with the Standard of Care applicable to Design-Builder's performance of the Work to prevent the disturbance or covering of any survey markers, monuments or other devices marking property boundaries or corners. If such markers are disturbed, they shall be replaced by Design-Builder by means of the services of a licensed land surveyor. The costs of such replacement shall be at Design-Builder's Own Expense.

3.14.14 **Drainage, Erosion.** Design-Builder shall be responsible for changes in patterns of surface water drainage resulting from, and related erosion control made necessary by, the performance of the Work.

3.14.15 **Trenches.** As required by California Labor Code §6705, if the Contract Sum exceeds Twenty-Five Thousand Dollars (\$25,000) and involves the excavation of any trench or trenches five (5) feet or more in depth, Design-Builder shall, in advance of commencing excavation, submit to Project Manager a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring Systems Standards established by the Construction Safety Orders of the California Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer, employed by Design-Builder at Design-Builder's Own Expense. Nothing in this Paragraph 3.14.15 shall be deemed to allow the use of a system less effective than that required by such Construction Safety Orders. No excavation of such trench or trenches shall be commenced until such plan has been approved by Project Manager. Nothing in this Paragraph 3.14.15 shall be construed to impose any liability, including, without limitation, any tort liability, upon the County or upon any of its officers, agents, representatives or employees and Design-Builder shall, notwithstanding the review or approval of Design-Builder's plan by Project Manager, remain solely responsible for the sufficiency of its plan prepared pursuant to this Paragraph 3.14.15.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.15 CUTTING AND PATCHING

3.15.1 **Design-Builder Responsibility.** Design-Builder is responsible for all cutting, fitting or patching required to complete the Work and to make its parts fit together properly both among themselves and with any Existing Improvements and the work of the Separate Contractors and of County's own forces.

3.15.2 **County Review.** Cutting, boring, saw-cutting or drilling through structural elements of Existing Improvements is not to be started until the details (if the details are not already shown in, or as shown do not conform to, the County-approved Contract Documents) have been reviewed and approved the appropriate Sub-Consultant responsible for structural engineering and the Project Manager or engineer.

3.15.3 **Damage.** In all cases, cutting shall be performed under the supervision of competent mechanics skilled in the applicable trade and openings shall be cut as small as possible to prevent unnecessary damage. Design-Builder shall not damage or endanger a portion of the Work, Existing Improvements or fully or partially completed construction of County's own forces or of the Separate Contractors by cutting, patching, excavating or otherwise altering such construction.

3.15.4 **Separate Contractors.** Design-Builder shall not cut or otherwise alter construction by Separate Contractors except with the written consent of Project Manager, which consent shall not be unreasonably withheld, delayed or conditioned. When asked, Design-Builder shall not unreasonably withhold from the Separate Contractors the Design-Builder's consent to their cutting or other alteration of the Work as required to complete the work of the Separate Contractors.

3.16 UTILITIES AND SANITARY FACILITIES

3.16.1 **Existing Utilities.** Except as otherwise required by California Government Code §4215, Design-Builder shall contact all relevant utility providers and arrange for obtaining all available information, concerning location of subsurface utility lines. Prior to commencement of any digging Design-Builder shall make its own investigation, including exploratory excavations, to determine the locations and type of Work which could result in damage to such utilities. In accordance with California Government Code §§4216 et seq., except in an emergency, Design-Builder shall contact the appropriate regional notification center at least two (2) the working days, but not more than fourteen (14) Days, prior to commencing any excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain sub-service installations, and shall obtain an inquiry identification number from the regional notification center. Design-Builder shall not assume, unless actual observed surface conditions at the Site indicate otherwise, that utilities are located in the same location as indicated on the as-built records or other information obtained by Design-Builder. Design-Builder shall conduct potholing in advance of digging in any areas where there are not apparent surface conditions at the Site indicating the actual location of underground utilities and be at all times vigilant in watching for any conditions encountered, above or below the surface of the ground, that might indicate that underground utilities are at locations other than those indicated by the as-built records or other information obtained by Design-Builder. Design-Builder shall perform its digging operations in a slow and meticulous manner so as to avoid wherever reasonably possible damaging existing underground utilities. Design-Builder shall, at Design-Builder's Own Expense, make good any Loss to County or others as a result of Design-Builder's failure to perform any of its obligations under this Section 3.16.1.

3.16.2 **Responsibility.** The Design-Builder is responsible for making all temporary and permanent utility connections for the development of this property. The Design Builder is responsible for any relocations required for the construction of the new facilities. (Nothing herein shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings or meter junction boxes located on or adjacent to the Site.

3.16.3 **Water Supply.** For fire and potable use. There is an existing water line that crosses this property. The existing water line is part of the Mammoth Community Water District (MCWD) distribution system. The existing water line, the connection to the Police Station and connection to fire hydrants must be

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

relocated for construction of the building as shown on the preliminary layout. All work performed on the Water Line for relocation, laterals or any other purpose must be done in conformance with MCWD requirements. Temporary access to water for construction may be obtained through permit from MCWD with connection to an existing Fire Hydrant located on the site. The Design Builder shall provide the permanent water connection. This connection must have a 6" Fire connection as required by the Mammoth Lakes Fire Protection Department and a potable water service lateral with meter sized as required by MCWD sizing criteria. These connections must be installed as required by MCWD and to limit any potential for freezing. The fire Connection shall have a bypass meter to monitor for potential leaks in the 6" Fire line. The Design-Builder is responsible for construction of New Fire Hydrants as required for the final developed site as directed by MLFPD.

3.16.4 **Sewer Connections.** The Mammoth Community Water District main collection sewer is located in and south of Highway 203. There are no Sewer lines onsite. The connection point on the MCWD sewer is located at the southeast corner of Highway 203 and Thompson Way. A new main sewer will need to be constructed from the connection point along Thompson Way and extended past the lateral connection required for this building, to the limit of any final pavement. The Sewer Main must be sized as required by MCWD. The lateral shall be constructed by the Design-Builder and must be sized adequately to carry flows from both this South County Facility and the future Town of Mammoth Lakes Office Building. There will be no temporary access to sewer.

3.16.5 **Propane.** Presently there are gas lines that cross on the north side of this property. These lines may need to be relocated for the construction of this building or features required for this facility. Permanent Propane service for this building shall be taken from the main propane line located in Sierra Park Road.

3.16.6 **Electric.** Electricity is provided by Southern California Edison. There are power lines that cross this property. These power lines will need to be undergrounded to a different alignment to allow the construction of this new South County Facility. Temporary Power will require coordination with SCE, and may require a town inspection to any temporary power supply equipment, prior to SCE making connection. Permanent Power shall be coordinated with SCE and all connections must be compliant with any SCE inspection requirements.

3.16.7 **Communications.** Design-Builder shall make all necessary arrangements for making physical connections to communications infrastructure as required for service to these new facilities.

3.16.8 **Temporary Sanitary Facilities.** Design-Builder shall provide sanitary temporary toilet facilities, for the use of all the workers, in no fewer numbers than required by Applicable Laws, plus such additional facilities as may be directed by Project Manager. Such facilities shall be maintained in a sanitary condition at all times. Use of existing or permanent toilet facilities shall not be permitted except by written consent of Project Manager.

3.16.9 **Storm Sewer Facilities.** Design-Builder shall be responsible for any required storm drainage facilities and pipelines. This site will require onsite Stormwater storage and infiltration. The sizing of the underground storage and infiltration systems shall be as required by the Town of Mammoth Lakes. There are no Town of Mammoth Lakes Storm Drainage systems that can be connected to on the downstream side of this property. Any roof collections systems will need to be connected to the underground infiltration systems.

3.17 CLEANING UP

3.17.1 **Design-Builder Responsibility.** Design-Builder at all times shall keep the Site free from debris such as waste, rubbish and excess materials and equipment caused by the performance of the Work. Design-Builder shall not leave debris under, in or about the Site but shall promptly remove same from the Site. Upon Final Completion, Design-Builder shall: (1) clean the interior and exterior of the buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; (2) clean and polish all glass,

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

plumbing fixtures, finish hardware and similar finish surfaces and equipment; and (3) remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from the Site.

3.17.2 **Cleanup by County.** If Design-Builder fails upon 24 hours' notice by Project Manager to perform its obligation to clean up, County may arrange to do so, and the cost thereof shall be chargeable to and borne by Design-Builder at Design-Builder's Own Expense.

3.18 ACCESS TO THE WORK

3.18.1 **County.** County, Project Manager, Inspectors of Record, County Consultants, and their representatives, and such other persons as authorized by County, shall at all times have access to the Work, either in preparation or in progress. Design-Builder shall provide safe and proper facilities for such access so that they and their representatives may perform their functions safely.

3.18.2 **Separate Contractors.** County, using its own forces or those of Separate Contractors, may, at any time during the performance of the Work, enter the Site for the purpose of performing construction or for any other purpose. Design-Builder shall cooperate with County, County's own forces and Separate Contractors and not interfere with other work being done by them or on their behalf.

3.18.3 **Delivery Routes.** Design-Builder shall arrange for delivery of material over routes designated by Project Manager.

3.19 INTELLECTUAL PROPERTY RIGHTS

The Design-Builder shall pay all royalties and license fees relating to use of Intellectual Property Rights. The Design-Builder shall defend suits or claims for infringement of Intellectual Property Rights and shall defend, indemnify and hold harmless the Indemnitees in accordance with the terms of Section 3.20, below, from Loss on account thereof, unless a particular design, process or product that includes or utilizes Intellectual Property Rights is required by the Project Criteria or an Approved Deviation; provided, however, that if the Design-Builder has information leading it to believe that its use of a particular design, process or product required by the Project Criteria or an Approved Deviation would constitute an infringement of an Intellectual Property Right, then the Design-Builder shall nonetheless be responsible to provide such defense, indemnification and hold harmless if such information is not promptly furnished in writing to the County.

3.20 INDEMNIFICATION

3.20.1 **General Indemnity.** To the fullest extent permitted by Applicable Laws, Design-Builder agrees to indemnify, immediately defend (through counsel reasonably acceptable to County) at its own expense and hold harmless, County, Board of Supervisors, and each of their respective members, officers, employees, agents, insurers and volunteers ("Indemnitee(s)") from any and all Losses, whether real or alleged, regardless of whether caused in part by such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee, arising out of or relating to any of the following:

- .1 any act or omission of Design-Builder or a Subcontractor or a Sub-Consultant;
- .2 the activities of Design-Builder or a Subcontractor or a Sub-Consultant, on the Site or on other properties related to performance of the Work or the preparation for performance of the Work;
- .3 the payment or nonpayment of a Subcontractor or Sub-Consultant, of any Tier, for the Work performed, except where such nonpayment is the result of a breach by County of its payment obligations under the Contract Documents;
- .4 the existence or dispersal of any Hazardous Substances or Mold on the Site as a result of a failure by Design-Builder or a Subcontractor's or Sub-Consultant, of any Tier, to comply with its obligations under the Contract Documents;

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.5 the violation by Design-Builder or a Subcontractor or a Sub-Consultant, of any Tier, of an obligation under Section 3.19, above, involving infringement of an Intellectual Property Right; or

.6 the violation by Design-Builder or a Subcontractor or Sub-Consultant, of any Tier, of any Applicable Law, including, without limitation, the violation of any requirement of the Storm Water Permit or the Storm Water Management or Storm Water Pollution Prevention Plans;

PROVIDED, HOWEVER, that nothing contained herein shall be construed as obligating Design-Builder to indemnify an Indemnitee for Losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by agreement of Design-Builder and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the Loss involved, the obligation of Design-Builder will be for that portion or percentage of the Loss not due to such active negligence, willful misconduct or design defect.

3.20.2 Indemnification of Adjacent Property Owners. In the event Design-Builder enters into any agreement with the owners of any adjacent property to enter upon such property for the purpose of performing the Work or other activities incidental to the Work, Design-Builder shall fully indemnify, defend and hold harmless any person or entity which owns or has any interest in such adjacent property against any Loss resulting from the acts or omissions of the Design-Builder or its Subcontractors or Sub-Consultants. The form and content of such indemnification agreement shall be approved by County prior to commencement of any Work on or around such property.

3.20.3 Insurance and Employment Benefits. The indemnification, defense and hold harmless obligations of Design-Builder under this Section 3.20, as well as any such obligations stated elsewhere in the Design-Build Contract, General Conditions or other terms and conditions that are part of the RFP Documents: (1) shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which an Indemnitee, County Consultants, Design-Builder or a Subcontractor or Sub-Consultant, of any Tier, is required to carry under the terms of the Contract Documents; (2) are independent of and in addition to the Indemnitees' rights under the insurance to be provided by an Indemnitee, County Consultants, Design-Builder or a Subcontractor or Sub-Consultant, of any Tier; and (3) shall not be limited, in the event of a claim against an Indemnitee by an employee of Design-Builder, a Subcontractor, a Sub-Consultant anyone directly or indirectly employed by them or anyone for whose acts they may be liable, by a limitation on amount or type of damages, compensation or benefits payable under any worker's compensation act, disability benefit act or other employee benefit program.

3.20.4 Third Party Indemnity Agreements. Design-Builder agrees to obtain or cause to be obtained executed defense and indemnity agreements from each and every Subcontractor and Sub-Consultant, of every Tier, that include provisions identical in respect to the scope and protection they afford to the Indemnitees to that which is afforded to the Indemnitees by this Section 3.20.

3.20.5 Implied Indemnity Rights. Notwithstanding anything stated in this Section 3.20 or elsewhere in the Contract Documents to the contrary, an Indemnitee's right to seek equitable indemnity and contribution from Design-Builder is in no way diminished, limited or precluded by any agreement by Design-Builder to provide express contractual indemnity to such Indemnitee. Design-Builder's obligations under this Section 3.20 shall be deemed to completely eliminate and preclude any right by Design-Builder to seek contractual or equitable indemnity or contribution from any Indemnitee for any Loss covered by the Design-Builder's express indemnification obligations under this Section 3.20.

3.20.6 Obligation to Defend. The Design-Builder's obligation to defend under this Section 3.20 includes, without limitation, the obligation to immediately reimburse an Indemnitee for any attorney's fees, court costs (statutory and non-statutory), arbitration and mediation expenses, professional, expert and consultant fees,

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

investigative costs, postage costs, document copying costs, telecopy costs and any and all other costs and expenses associated with defense of such Indemnitee as and when incurred by any Indemnitee in defense of a claim by any third person or entity as a result of Design-Builder's failure or refusal to comply with its immediate defense obligation to such Indemnitee. Nothing stated in this Section 3.20 or elsewhere in the Contract Documents shall be interpreted as providing or implying that the obligation of Design-Builder to defend an Indemnitee against an alleged Loss that is within the scope of the Design-Builder's indemnification obligation under this Section 3.20 or under any other provision of the Contract Documents is to any extent released, excused, limited or relieved by a finding, determination, award or judgment by a court or arbitrator that the alleged Loss was due to circumstances not within the scope of such indemnification obligation.

3.21 LABOR, WAGES, PAYROLL RECORDS

3.21.1 **Prevailing Wage Rates.** Pursuant to the provisions of Article 2 (commencing at §1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work from the Director of the Department of Industrial Relations. These rates are on file with the County and copies will be made available to any interested party on request. The Design-Builder shall post a copy of such wage rates at the Site. The adoption of such wage rates is not a representation that labor can be obtained at these rates. It is the responsibility of the Design-Builder to inform itself as to the local labor conditions. No increase in the Contract Sum shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the manner provided herein. Holiday and overtime Work, when permitted by Applicable Laws, shall be paid for at a rate of at least one and one-half times the adopted rate of per diem wages, unless otherwise specified. Design-Builder shall be responsible for compliance with Applicable Laws including but not limited to submitting certified payrolls to the Department of Industrial Relations. .

3.21.2 **Subsistence.** The Design-Builder shall pay, and shall cause to be paid to each worker needed to execute the Work, travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations.

3.21.3 **Unclassified Workers.** Any worker employed to perform the Work not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director of the Department of Industrial Relations shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the Work to be performed by him/her, and such minimum wage rate shall be retroactive to time of initial employment of such person on the Project in such classification.

3.21.4 **Per Diem Wages.** The Design-Builder shall pay or shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Design-Builder or any of the Subcontractors and such workers. Pursuant to California Labor Code §1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay. Design-Builder represents and warrants that the Contract Sum includes funds sufficient to allow the Design-Builder to comply with all Applicable Laws governing the labor or services to be provided.

3.21.5 **Applicable Laws.** Design-Builder represents and warrants that the Contract Sum includes funds sufficient to allow Design-Builder to comply with all Applicable Laws governing the labor or services to be provided. Design-Builder shall defend and indemnify the Indemnitees, with counsel reasonably acceptable to County, for any violation of any Applicable Law, including but not limited to California Labor Code §2810, and agrees to pay all assessments, including wages and penalties, made against County in relation to such violations.

3.21.6 **Posting at Site.** The Design-Builder shall post at appropriate conspicuous points on the Site the prevailing wage rates of the Department of Industrial Relations in accordance with 8 California Code of Regulations §16100(b).

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.21.7 **Worker Hours.** As provided in Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the California Labor Code, eight (8) hours of labor shall constitute a legal day's work. The standard work day of any worker employed at any time by the Design-Builder or any of the Subcontractors performing the Work, or any part of the Work, shall, except as hereinafter provided, be limited and restricted by the Design-Builder to eight (8) hours per day, between the hours of 6:00 A.M. and 6:00 P.M. (unless otherwise required by Applicable Laws), plus one-half hour unpaid lunch approximately midway through the shift. Alternatively, the Design-Builder or any of the Subcontractors may establish a four day/ten-hour schedule consistent with Applicable Laws pertaining to payment of prevailing wages. A regular work week shall consist of forty (40) hours during any one week. Notwithstanding the provisions hereinabove set forth, the parties hereto may agree to changes in the work day or the work week as permitted by Applicable Laws.

3.21.8 **Overtime.** Overtime work performed by employees of the Design-Builder or any of the Subcontractors shall be compensated according to the applicable general prevailing rate established by the Department of Industrial Relations for holiday and overtime work for each craft, classification or type of worker in the locality in which the Work is to be performed.

3.21.9 **Payroll Records.** It shall be the sole responsibility of Design-Builder to ensure compliance with the provisions of Applicable Laws and the Contract Documents relating to maintenance and submission of payroll records. Pursuant to the provisions of California Labor Code §1776, Design-Builder shall keep, and shall cause each Subcontractor performing any portion of the Work to keep, an accurate certified payroll record, showing the name, address, social security number, worker classification and 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 Design-Builder in connection with the Work. Certified payroll records must be in the payroll reporting format prescribed by the Division of Labor Standards Enforcement. If there is no work by Design-Builder or a Subcontractor in a given week, Design-Builder must keep and submit a certified "Nonperformance" payroll record, indicating "no work" for that week. Design-Builder shall submit all certified payroll records to County in complete, un-redacted form with an original signature on the Statement of Compliance, along with, and as a condition to, its Applications for Payment. Additionally, payroll records shall be available for inspection at all reasonable hours at the principal office of Design-Builder on the following basis:

.1 a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request;

.2 a certified copy of all such payroll records shall be made available for inspection or furnished upon request to the County, the Project Manager, the Division of Labor Standards Enforcement and/or the Division of Apprenticeship Standards of the Department of Industrial Relations or such other person or entity as designated by the County;

.3 a certified copy of all such payroll records shall be made available upon request by the public for inspection or the copying thereof, provided that (1) such request is made by the public through either County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, (2) if such requested payroll records have not previously been provided pursuant to Subparagraph 3.21.9.2, above, then the requesting individual or entity shall, prior to being provided the records, reimburse the costs of preparation by Design-Builder, the Subcontractors and the entity through which the request was made, and (3) the public shall not be given access to records at the principal office of Design-Builder;

.4 Design-Builder and each Subcontractor shall within ten (10) Days after receipt of a written request file a certified copy of such payroll records with the person or entity that requested the records;

.5 Design-Builder shall provide, and shall cause each Subcontractor to provide, payroll records as defined in Title 8 California Code of Regulations §16000 to County within ten (10) Days after receipt of written request, at no cost to County;

.6 any copy of such payroll records made available for inspection by, and copies furnished to, the public shall be redacted in a manner so as to prevent disclosure of an individual's name, address, and social security

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

number, except that any copy made available for inspection by, and copies furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. §175a) shall be marked or redacted only to prevent disclosure of an individual's name and social security number, and in either event, the name and address of Design-Builder or the Subcontractor performing the Work shall not be so obliterated; and

.7 Design-Builder shall inform County concurrently with the submission of its initial Application for Payment, of the location of such payroll records, including the street address, city and county, and thereafter shall, within five (5) working days, provide a notice of any change of location and address of such payroll records.

3.21.10 **Apprentices.** The Design-Builder acknowledges that if performance of the Work involves a dollar amount greater than or a number of working days greater than that specified in California Labor Code §1777.5, then it shall be the sole responsibility of the Design-Builder, for all apprentice occupations, to ensure compliance with California Labor Code §1777.5, including, without limitation, the following provisions:

.1 Apprentices of any crafts or trades may be employed and, when required by California Labor Code §1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the California Labor Code.

.2 Every such apprentice 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.

.3 Only apprentices, as defined in California Labor Code §3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at §3070), Division 3 of the California Labor Code, 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: (1) the apprenticeship standards and apprentice agreements under which he or she is training, or (2) the rules and regulations of the California Apprenticeship Council.

.4 Design-Builder and any of the Subcontractors employing workers in any apprentice craft or trade in performing any of the Work shall apply to the applicable joint apprenticeship committee for a certificate approving the Design-Builder or the Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

.5 Prior to commencing the Work, the Design-Builder shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the Site of the Work. The information submitted shall include an estimate of journeyman hours to be performed under the Design-Build 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 County or the Project Manager if requested by the County or the Project Manager.

.6 The ratio of the Work performed by apprentices to journeymen employed in a particular craft or trade on the Work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates, where the Design-Builder or the Subcontractor agrees to be bound by those standards, but, except as otherwise provided in this Section 3.21, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of journeyman work. Apprentices may comprise up to thirty percent (30%) of the work force of each particular craft, classification or type of worker employed, unless the applicable joint apprenticeship committee establishes a lower percentage. To the extent possible, fifty percent (50%) of the apprentice work force shall consist of first-year apprentices.

.7 Interpretation and enforcement of California Labor Code §1777.5 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

.8 Design-Builder and all the Subcontractors shall comply with California Labor Code §1777.6, which forbids certain discriminatory practices in the employment of apprentices.

.9 Design-Builder shall become fully acquainted with the law regarding apprentices prior to commencement of the Work, paying special attention to California Labor Code §§1777.5, 1777.6, and 1777.7 and Title 8,

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

California Code of Regulations, §§200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

3.21.11 **Pre-Construction Meetings, Interviews.** The Design-Builder shall attend any pre-construction meetings held by the County to discuss labor requirements. The Design-Builder and the Subcontractors shall allow the County, Project Manager, County Consultants and the Department of Industrial Relations, and designated representatives of each, to conduct, at their discretion, interviews of workers at the Site during working hours.

3.21.12 **Penalties for Violations.**

.1 **Prevailing Wage Violations.** Pursuant to California Labor Code §1775, the Design-Builder and any of the Subcontractors shall, as a penalty, pay an amount not to exceed Fifty Dollars (\$50) for each Day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Director of the Department of Industrial Relations, for the trade or craft in which such worker is employed by the Design-Builder or, except as provided by said §1775, by any of the Subcontractors, of any Tier, for performance of the Work. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of both: (1) whether the failure of the Design-Builder or the Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, whether the error was promptly and voluntarily corrected upon being brought to the attention of the Design-Builder or the Subcontractor; and (2) whether the Design-Builder or the Subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between the amount owed to each worker pursuant to such prevailing wage rates, and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Design-Builder.

.2 **Working Hour Violations.** Pursuant to Labor Code §1813, Design-Builder shall pay a penalty of Twenty-Five Dollars (\$25) per worker employed in the performance of the Work by Design-Builder or by any of the Subcontractors for each Day during which such worker is required or permitted to work more than eight (8) hours in any Day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

.3 **Payroll Record Violations.** Pursuant to California Labor Code §1776, Design-Builder shall in the event of a failure to comply within ten (10) Days with any written notice requesting the records enumerated in subdivision (a) of said §1776, pay a penalty of Twenty-Five Dollars (\$25) for each Day, or portion thereof, for each worker, until Design-Builder has strictly complied with such request. 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.

.4 **Apprenticeship Violations.** Pursuant to California Labor Code §1777.7, if the Design-Builder or the Subcontractor is determined by the Chief of the Division of Apprenticeship Standards (the "Chief") to have knowingly committed a first-time violation of California Labor Code §1777.5, the Design-Builder or the Subcontractor shall pay, as a civil penalty, an amount not exceeding One Hundred Dollars (\$100) for each full Day of noncompliance, provided that the amount of this penalty may be reduced by the Chief if the penalty would be disproportionate to the severity of the violation. In lieu of this penalty, the Chief may, for a first-time violation and with the concurrence of the joint apprenticeship committee, order the Design-Builder or the Subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance. If such violation by the Design-Builder or the Subcontractor is a second or subsequent violation committed within a three (3) year period from a previous violation of §1777.5, the Design-Builder or the Subcontractor shall pay, as a civil penalty, to the County the sum of not more than Three Hundred Dollars (\$300) for each full Day of noncompliance. The County shall withhold the amount of the civil penalty from contract progress payments then due or to become due. In addition, if the Design-Builder or the Subcontractor is determined to have knowingly committed a serious violation of any provision of §1777.5, the Chief may deny to the Design-Builder or the Subcontractor, and to its responsible officers, the right to bid on or be awarded or perform work as the Subcontractor on any subsequent project for the County for a period of up to one (1) year for the first violation and for a period of up to three (3) years for a second or subsequent violation.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.21.13 **Subcontractor Provisions.** The Design-Builder shall include, and shall require the Subcontractors to include, contractual provisions in all contracts they enter into for the performance of the Work requiring compliance with the provisions of this Section 3.21 at no additional cost.

3.21.14 **Condition of Payment.** Compliance by the Design-Builder with the requirements of this Section 3.21 and each of its Paragraphs shall be a condition to the Design-Builder's right to payment under its Applications for Payment.

3.22 NOT USED

3.23 NOT USED

3.24 STORM WATER PERMITTING

3.24.1 **Design-Builder's Responsibility.** If and to the extent storm water permitting, control, mitigation or discharge control is required by Applicable Laws, the Design-Builder shall (1) file and obtain the Storm Water Permit; (2) furnish all notices required under the Storm Water Permit; (3) prior to starting any Work at the Site prepare the Storm Water Management Plans and Storm Water Pollution Prevention Plans; and (4) take all necessary steps to monitor, report, enforce and otherwise implement and comply with the requirements of the Storm Water Permit, Storm Water Management Plans and Storm Water Pollution Prevention Plans and all Applicable Laws pertaining to the elimination or mitigation of storm water pollutant discharge to separate storm sewer systems or other watercourses, including without limitation, applicable requirements of the State Water Resources Control Board, Lahanton Regional Water Quality Control Board and municipal storm water management programs.

3.24.2 **Copies of Reports.** The Design-Builder shall provide copies of all reports and monitoring information to the Project Manager.

3.24.3 **Violations.** The Design-Builder recognizes and understands that failure to comply with the requirements of the Storm Water Permit is a violation of federal and state law.

3.24.4 **Condition of Payment.** Compliance by the Design-Builder with the requirements of this Section 3.24 shall be a condition to the Design-Builder's right to payment under its Applications for Payment.

3.24.5 **Costs of Compliance.** The Design-Builder represents and warrants that it has included in the Contract Sum all costs of compliance with the requirements of this Section 3.24.

3.25 SOLID WASTE MANAGEMENT

3.25.1 **Compliance.** Design-Builder shall comply with all provisions of Applicable Laws (including, without limitation, the requirements of the California Public Resources Code, rules and regulations of the California Integrated Waste Management Board and provisions of any Site-specific plans adopted by County) that are applicable to the activities of contractors performing construction or related activities on the Site.

3.25.2 **Recycling.** Without limitation to the foregoing, the Design-Builder shall take action to ensure that no less than seventy-five (75%) of marketable materials generated from the activities of the Design-Builder and Subcontractors on the Site that are not fully consumed in the performance of the Work are recycled.

3.25.3 **Records.** Design-Builder shall maintain, and make available to the Project Manager upon request, complete and accurate records verifying its compliance with its obligations under this Section 3.25.

3.25.4 **Condition of Payment.** Compliance by the Design-Builder with the requirements of this Section 3.25 shall be a condition to the Design-Builder's right to payment under its Applications for Payment.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

3.25.5 **Costs of Compliance.** The Design-Builder represents and warrants that it has included in the Contract Sum all costs of compliance with the requirements of this Section 3.25.

ARTICLE 4
CONSTRUCTION ADMINISTRATION

4.1 PROJECT MANAGER

4.1.1 **Limitations on Authority.** The Project Manager shall have the authority to act on behalf of the County as expressly provided in the Contract Documents. Notwithstanding anything else set forth in the Contract Documents, that the Project Manager does not have authority (absent separate written authorization by the County) to: (1) obligate or commit the County to any payment of money; (2) obligate the County to any adjustment to the Contract Sum or Contract Time; (3) relieve the Design-Builder of any of its obligations under the Contract Documents; or (4) approve or order any Work involving Delay or Extra Work.

4.1.2 **Removal by County.** The County may, in its sole discretion, remove the Project Manager, in which case all of the Project Manager's functions shall thereafter be performed by another County employee or by a Consultant designated by County.

4.1.3 **Rights of County.** All rights and authority conferred upon the Project Manager constitute rights that the County may, in its discretion, exercise on its own behalf and without the advice, assistance or involvement of the Project Manager.

4.2 COUNTY CONSULTANTS

4.2.1 **Limitations on Authority.** County Consultants do not have authority to: (1) obligate or commit the County to any payment of money; (2) obligate the County to any adjustment to the Contract Sum or Contract Time; (3) relieve the Design-Builder of any of its obligations under the Contract Documents; or (4) approve or order any Work involving Delay or Extra Work.

4.2.2 **Rights of County.** All rights and authority conferred upon the County Consultants constitute rights that the County may, in its discretion, exercise on its own behalf and without the advice, assistance or involvement of the Project Manager.

4.3 ADMINISTRATION OF THE DESIGN-BUILD CONTRACT

4.3.1 **General Provisions.** Project Manager will provide administration of the Project as described in the Contract Documents: (1) during design and construction; (2) until no earlier than the time that Final Payment is due; and (3) with the County's concurrence, from time to time, during the Guarantee to Repair Period.

4.3.2 **Coordination of Separate Contractors.** When directed to do so by Project Manager, Design-Builder shall participate with the Separate Contractors and the Project Manager in reviewing their construction schedules.

4.3.3 **Observations of the Work.** Observations by the Project Manager or other County Consultants of the Work shall be separate from any inspections which may be provided by others.

4.3.4 **Means, Methods.** Construction means, methods, techniques, sequence, procedures and safety precautions and programs in connection with the Work are the sole responsibility of Design-Builder. Without limitation to the foregoing, County, Project Manager, Inspectors of Record and County Consultants will not: (1) have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work; (2) be responsible for the Design-Builder's failure to carry out the Work in accordance with the Contract Documents; or (3) have control over, charge of, or responsibility for acts or omissions of the Design-Builder, the Subcontractors, the Sub-Consultants or their agents or employees, or of any other persons performing portions of the Work.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

4.3.5 Communications. Project Manager will be present on the Site during the performance of the Work for the purpose of providing contract administration and facilitating communications between the County, County Consultants, Design-Builder and other Project Team members retained by County. Unless otherwise provided in the Contract Documents or when direct communications have been specifically authorized, communications between the Design-Builder and County shall be through the Project Manager. Communications from Design-Builder and the Subcontractors or Sub-Consultants to Separate Contractors shall be through the Project Manager. The Design-Builder shall not rely on oral or other non-written communications.

4.3.6 Applications for Payment. Project Manager will review and certify all Applications for Payment by the Design-Builder. Project Manager will forward the Design-Builders' Applications for Payment and Certifications for Payment to Program Manager for processing for payment.

4.3.7 Rejection of Work. Project Manager has the authority to reject the Work that does not conform to the Contract Documents, whether or not such Work is fabricated, installed or completed. Project Manager has the authority, whenever the Project Manager considers it necessary or advisable for implementation of the intent of the Contract Documents, to require additional inspection or testing of the Work in accordance with Article 10, below, whether or not such Work is fabricated, installed or completed. Neither Project Manager's authority to act under this Paragraph 4.3.7 nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Project Manager to Design-Builder, Subcontractors, Sub-Consultants, their agents or employees, or other persons performing any portion of the Work.

4.3.8 Review of Submittals.

.1 Project Manager. Project Manager's actions with respect to review and distribution of Submittals will be taken with such promptness as to cause no unreasonable Delay in the Work. Such review and other actions, including, without limitation, approval (if any) of Submittals, by Project Manager is solely for the purpose of determining if a Submittal has been assembled to include those documents required by the Contract Documents to be included in such Submittal and does not constitute a review or approval of the design or other technical information contained therein.

.2 County Consultants. County shall have the right, but not the obligation, to retain County Consultants to review and/or approve Shop Drawings, Product Data and Samples and other Submittals. Such action will be taken with such promptness as to cause no unreasonable Delay in the Work. A County Consultant's review, approval or other action upon the Design-Builder's Submittals shall be for the limited purpose of checking for conformance with the Design Intent and is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Builder as required by the Contract Documents.

.3 Design-Builder Responsibility. Design-Builder is solely responsible, notwithstanding Project Manager's or any County Consultant's review, approval or other action taken with respect to a Submittal by Design-Builder, for the content and sufficiency of all Submittals. Without limitation to the foregoing, any review, approval or other action taken by Project Manager or a County Consultant with respect to a Submittal shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. Approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.3.9 Changes. Project Manager will prepare Change Orders, Unilateral Change Orders and Field Orders. Following consultation with each other, County and Project Manager will take appropriate action thereon in accordance with Article 7, below.

4.3.10 Completion. Project Manager, with the assistance if necessary of the County Consultants, will conduct reviews of the Work to determine the dates of Substantial Completion and Final Completion and will receive and forward to the County any Close-Out Documents provided by Design-Builder.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

4.4 CLAIMS

4.4.1 Submission of Claims. All Claims by Design-Builder shall be submitted in accordance with the procedures set forth in this Section 4.4.

4.4.2 Arising of Claim.

.1 Compensable Changes, Deleted Work. A Claim by Design-Builder involving a Contract Adjustment due to a Compensable Change or Deleted Work arises upon issuance of a decision denying, in whole or in part, Design-Builder's Change Order Request. Such Claim shall be prepared and submitted in accordance with the requirements of this Section 4.4, including, without limitation, Paragraphs 4.4.3 through 4.4.5, below.

.2 Other Claims. Claims by Design-Builder other than those described in Subparagraph 4.4.2.1, above, arise at the time that Project Manager receives written notice by Design-Builder of Design-Builder's intent to file the Claim. Such notice of intent shall be given no later than three (3) Days after the Discovery Date relative to such circumstances (even if Design-Builder has not yet experienced a Loss or Delay due to such circumstances) and shall state the event or condition giving rise to the Claim and its probable effect, if any, upon the Contract Sum and Contract Time. **FAILURE BY DESIGN-BUILDER TO SUBMIT A NOTICE OF INTENT TO FILE CLAIM IN ACCORDANCE WITH THIS SUBPARAGRAPH 4.4.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY DESIGN-BUILDER OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.**

4.4.3 Content of Claims. A Claim by Design-Builder must include the following:

- .1** a statement that it is a Claim and a request for a decision on the Claim;
- .2** a detailed description of the act, unforeseen condition, event or other circumstance giving rise to the Claim;
- .3** supporting documentation as follows: (1) if the Claim involves a Contract Adjustment due to Compensable Change or Deleted Work, documentation demonstrating that a complete Notice of Change and Change Order Request were timely and properly submitted as required by Article 7, below; (2) if the Claim involves an adjustment to the Contract Time, documentation demonstrating that a complete Notice of Delay and Request for Extension were timely and properly submitted as required by Article 7 and Article 8, below; and (3) if the Claim does not involve a Contract Adjustment on the basis of Compensable Change or Deleted Work, documentation demonstrating that a notice of intent to file the Claim was timely and properly submitted as required by Subparagraph 4.4.2.2, above;
- .4** a detailed justification for any remedy or relief sought by the Claim, including, without limitation, all of the following: (1) a detailed cost breakdown in the form required for submittal of Change Order Requests, which complies with the prohibition on "total cost" calculations set forth in Paragraph 7.7.15, below; and (2) actual job cost records demonstrating that the costs have been incurred; and
- .5** a written certification, signed by a responsible managing officer or principal of Design-Builder's organization who has the authority to sign contracts on behalf of Design-Builder and who has personally investigated the matters alleged in the Claim, in the following form:

"I hereby certify under penalty of perjury that I am a managing officer or principal of _____ (Design-Builder's name) and that I have reviewed the Claim presented herewith on Design-Builder's behalf and/or on behalf of _____ (Subcontractor's(s') or Sub-Consultant's(s') name(s)) and that the following statements are, to the best of my knowledge after diligent inquiry into the circumstances of such Claim, true and correct:

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

(i) the facts alleged in or that form the basis for the Claim are true and accurate;

(ii) I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading;

(iii) I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Design-Builder and by any Subcontractor and Sub-Consultant, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages alleged to have been suffered by Design-Builder and/or such Subcontractor or Sub-Consultant were in fact suffered in the amounts and for the reasons alleged in the Claim;

(iv) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Design-Builder and by any Subcontractor and Sub-Consultant, of any Tier, that is asserting all or any portion of the Claim) and confirmed that the delays or disruption alleged to have been suffered by Design-Builder and/or such Subcontractor and Sub-Consultant were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

(v) Design-Builder has not received payment from County for, nor has Design-Builder previously released County from, any portion of the Claim.

Signature: _____
Name: _____
Title: _____
Company: _____
Date: _____”.

4.4.4 **Noncompliance.** Failure by Design-Builder to comply with Paragraph 4.4.3, above, shall give County the right, without obligation, to return the Claim without any response.

4.4.5 **Submission of Claims.**

.1 **Time for Filing.** All Claims and supporting documentation and certifications required to be submitted by Design-Builder must be submitted to the Project Manager within thirty (30) Days after the Claim arises (as “arises” is defined in Paragraph 4.4.2, above). No Claims by Design-Builder shall be filed after Final Payment.

.2 **Condition Precedent.** Design-Builder’s strict compliance with the requirements of this Section 4.4 as to a Claim shall be considered a condition precedent to Design-Builder’s right to initiate any legal proceedings with respect to such Claim.

.3 **Transmittal.** Claims by Design-Builder shall be first submitted to the County via the Project Manager for decision by the County.

4.4.6 **Response to Claims by Design-Builder.**

.1 **Claims under \$20,000.** Claims by Design-Builder that are less than Fifty Thousand Dollars (\$50,000) shall be responded to by County by issuance of a Good Faith Determination of the Claim in writing within forty-five (45) Days of receipt of the Claim, unless County requests additional information or documentation of the Claim within

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

thirty (30) Days of receipt of the Claim, in which case County shall respond to the Claim after receipt of the further information or documentation by issuing its Good Faith Determination of the Claim within the longer of either (1) fifteen (15) Days, or (2) the period of time taken by Design-Builder in producing the additional information or documentation.

.2 Claims over \$20,000. Claims by Design-Builder that are over Fifty Thousand Dollars (\$50,000) shall be responded to by County by issuance of a Good Faith Determination of the Claim in writing within sixty (60) Days of receipt of the Claim, unless County requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case County shall respond to the Claim after receipt of the further information or documentation by issuing its Good Faith Determination within the longer of either (1) thirty (30) Days, or (2) the period of time taken by Design-Builder in producing the additional information or documentation.

4.4.7 Meet and Confer. If Design-Builder disputes County's Good Faith Determination of a Claim by Design-Builder, or if County fails to respond within the prescribed time set forth in Paragraph 4.4.6, above, Design-Builder may so notify County, in writing, within fifteen (15) Days of Design-Builder's receipt of County's Good Faith Determination, or within fifteen (15) Days of County's response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, County shall schedule a meet and confer conference within thirty (30) Days of such demand for discussion of settlement of the dispute. If either County or Design-Builder determines that the meet and confer process has not been successful, it shall have the right to declare the meet and confer process closed by written notice to the other party so stating.

4.4.8 Finality of Decision. County's Good Faith Determination issued pursuant to Paragraph 4.4.6, above, shall be deemed final: (1) on the fifteenth (15th) Day after Design-Builder's receipt of County's Good Faith Determination in the case of a failure by Design-Builder to demand an informal conference to meet and confer within the time period required by Paragraph 4.4.7, above; or (2) where Design-Builder has timely requested to meet and confer in accordance with Paragraph 4.4.7, above, upon receipt by either party of written notice by the other party declaring the meet and confer process closed. Except as otherwise stated in Section 4.5, below, the fact that a Good Faith Determination has become final, as described in this Paragraph 4.4.8, shall not be interpreted as meaning that the Good Faith Determination constitutes a binding and final resolution to Design-Builder's rights or obligations in respect to the Claim or a waiver by the Design-Builder of the right to seek final resolution of the Claim in accordance with the Claims Dispute Resolution Process.

4.4.9 Claims Based on Differing Site Conditions.

.1 Design-Builder Responsibility. Save and except as hereinafter provided in this Paragraph 4.4.9 for Contract Adjustments due to Differing Site Conditions, Design-Builder agrees at Design-Builder's Own Expense to assume the risk and costs of Extra Work and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements.

.2 Differing Site Conditions. Differing Site Conditions are those conditions located at the Site or in Existing Improvements and not otherwise ascertainable by Design-Builder in the performance of its obligations under Paragraph 3.4.12, above, and Paragraph 3.4.13, above, that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; (2) subsurface or concealed conditions at the Site or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information available to Design-Builder prior to the Final Proposal Submission Date; or (3) unknown physical conditions at the Site or concealed conditions in Existing Improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

.3 Notice of Change. If Design-Builder encounters conditions it believes constitute Differing Site Conditions, then Design-Builder shall, before such conditions are disturbed, give Notice of Change as required by Paragraph 7.6.1, below, stating, without limitation, a detailed description and precise location of the conditions encountered.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.4 Investigation by County. Upon receipt of notice from Design-Builder as required by Subparagraph 4.4.9.3, above, County shall promptly investigate Design-Builder's report of Differing Site Conditions.

.5 Change Order Request. If Design-Builder intends to seek a Contract Adjustment based upon Differing Site Conditions, it shall submit a complete and timely Change Order Request in accordance with Paragraph 7.6.2, below, setting forth its request for a Contract Adjustment.

.6 Contract Adjustments. If, following Design-Builder's compliance with its obligations under this Paragraph 4.4.9, County finds that Differing Site Conditions exist, then a Contract Adjustment shall be made for the resulting Compensable Change and Compensable Delay, in such amounts and durations as County determines according to a Good Faith Determination by County are reasonable and permitted by these General Conditions.

.7 Waiver by Design-Builder. FAILURE BY DESIGN-BUILDER TO STRICTLY COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH 4.4.9 CONCERNING THE TIMING AND CONTENT OF ANY NOTICE OR REQUEST FOR CONTRACT ADJUSTMENT BASED ON DIFFERING SITE CONDITIONS SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY DESIGN-BUILDER OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

.8 Final Completion. No claim by Design-Builder for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.

4.4.10 Continuous Work. Design-Builder shall, notwithstanding the existence of a Claim by Design-Builder, maintain continuous performance, without interruption, suspension or slowing, of the Work and its other obligations (1) pending issuance of a Good Faith Determination of the Claim and (2) thereafter in compliance with the terms of such Good Faith Determination.

4.4.11 Claims by County. Claims by the County against the Design-Builder shall be submitted and resolved in accordance with the provisions of Section 4.5, below.

4.4.12 Waiver of Consequential Damages. Design-Builder and County waive all rights and claims against each other for consequential damages arising out of or relating to the performance or nonperformance of any obligation under the Contract Documents. This mutual waiver includes, without limitation, damages incurred by either the County or the Design-Builder for loss of use, loss of profit or income, loss of management or services, loss of productivity, loss of financing or funding, loss of business reputation, loss of bonding and all consequential damages due to termination or suspension by the Design-Builder or County. Notwithstanding the foregoing, nothing contained in this Paragraph 4.4.12 shall be deemed to be a waiver of or limitation on: (1) the County's or Design-Builder's rights for recovery of liquidated damages permitted to County or Design-Builder under the terms of the Design-Build Contract; (2) the County's rights to recovery of Losses (including, without limitation, any direct, indirect or consequential Loss) that involves personal injury, death or damage to physical or tangible property of the County or of any other person or entity to whom the County is or may be liable; (3) County's or Design-Builder's rights of recovery for Loss due to willful misconduct or gross negligence; (4) County's or Design-Builder's rights of recovery under any policy of insurance; or (5) County's express or implied rights of indemnification, including, without limitation, the County's rights under Section 3.20, above.

4.5 CLAIMS DISPUTE RESOLUTION PROCESS

4.5.1 Resolution of Claims by Design-Builder. Claims by Design-Builder not resolved under Section 4.4, above, shall be finally resolved in accordance with the Claims Dispute Resolution Process set forth in this Section 4.5, which shall be the deemed the exclusive recourse of Design-Builder for final determination and resolution of such Claims in lieu of any and all rights of Design-Builder under Applicable Laws to have its Claims adjudged by a trial court or jury.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

4.5.2 Resolution of Claims by County. Claims by County shall be finally resolved in accordance with the Claims Dispute Resolution Process set forth in this Section 4.5, which shall be deemed the exclusive recourse of County for final determination and resolution of such Claims in lieu of any and all rights of County under Applicable Laws to have its Claims adjudged by a trial court or jury.

4.5.3 Resolution of Other Disputes. Disputes between County and Design-Builder that do not constitute Claims by Design-Builder or County shall be resolved by way of an action filed in the Superior Court of the State of California, County of Mono and shall not be subject to the Claims Dispute Resolution Process.

4.5.4 Submission of Dispute.

.1 By Design-Builder. Design-Builder's right to commence the Claims Dispute Resolution Process shall arise upon County's written response denying all or part of a Claim becoming final as provided in Paragraph 4.4.8, above. Design-Builder shall initiate the Claims Dispute Resolution Process by submitting a written Statement of Dispute to Project Manager within the earlier of either (1) sixty (60) Days after the decision by County on Design-Builder's Claim has become final under Paragraph 4.4.8, above, or (2) submission by Design-Builder of its Application for Payment requesting Final Payment. **FAILURE BY DESIGN-BUILDER TO SUBMIT A STATEMENT OF DISPUTE IN RESPECT TO A CLAIM THAT HAS BECOME FINAL PURSUANT TO PARAGRAPH 4.4.8, ABOVE, WITHIN THE EARLIER OF SAID 60-DAY TIME PERIOD OR DESIGN-BUILDER'S SUBMISSION OF ITS APPLICATION FOR PAYMENT REQUESTING FINAL PAYMENT SHALL RESULT IN THE COUNTY'S GOOD FAITH DETERMINATION OF THE CLAIM BECOMING FINAL AND BINDING UPON DESIGN-BUILDER AND SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7, BELOW, CONSTITUTE A WAIVER BY DESIGN-BUILDER OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.** Design-Builder's Statement of Dispute shall be signed under penalty of perjury and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of Design-Builder under the Design-Build Contract. Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment to Design-Builder's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each Delay on Design-Builder's time for performance. Adequate supporting data to a Statement of Dispute submitted by Design-Builder involving Design-Builder's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

.2 By County. County's right to commence the Claims Dispute Resolution Process shall arise at any time following County's actual discovery of the circumstances giving rise to a Claim by County. A Statement of Dispute shall be submitted by County to Design-Builder within sixty (60) Days of such discovery, which statement shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by County as a result of such events.

4.5.5 Claims Dispute Resolution Process. County and Design-Builder shall each participate fully and in good faith in each step and level in the Claims Dispute Resolution Process in the sequence they appear in Subparagraphs 4.5.5.1 through 4.5.5.3, below. Such good faith on the part of a party shall be a condition precedent to the right of that party to proceed to the next step and level in the Claims Dispute Resolution Process; provided, however, that nothing stated in this Paragraph 4.5.5 or elsewhere in these General Conditions shall be interpreted as limiting the right of Design-Builder to initiate arbitration pursuant to Subparagraph 4.5.5.3, below, prior to completion of the preceding steps in the Claims Dispute Resolution Process in the event that such preceding steps are not completed within the applicable period of time required for commencing arbitration as provided in California Public Contract Code §§10240.1 or 10240.2.

.1 First Step: Stepped Negotiations.

(1) Project Level Negotiations. A Project-level representative of County (consisting of a representative of Project Manager) and a project-level representative of Design-Builder (consisting of Design-Builder's project manager assigned to the Project) shall meet as soon as possible (but not later than seven (7) Days after receipt by

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

the responding party of a Statement of Claim) in a good faith effort to negotiate a resolution to the Claim. If the Claim involves the assertion of a right or claim by a Subcontractor or Sub-Consultant, of any Tier, that is in turn being asserted by Design-Builder against County ("Pass-Through Claim"), then such Subcontractor or Sub-Consultant shall also have a Project-level representative present of comparable seniority to Design-Builder's negotiating representative. Upon completion of the meeting, if the Claim is not resolved, Design-Builder and County may either continue the Project Level Negotiations or either of Design-Builder or County may declare in writing the Project Level Negotiations ended. All discussions that occur during the Project Level Negotiations and all documents prepared solely for the purpose of Project Level Negotiations shall be confidential and privileged pursuant to California Evidence Code §§1119, 1120 and 1152.

(2) Mid-Management Level Negotiations. If the Project Level Negotiations fail to resolve the Claim, then a management representative of County (consisting of a representative of the County Department of Public Works) and a management representative of Design-Builder (consisting of a representative at the level of vice-president or general operations manager) shall meet as soon as possible, but no later than seven (7) Days after the end of the Project Level Negotiations, in a good faith effort to negotiate a resolution to the Claim. If the Claim involves a Pass-Through Claim by a Subcontractor or Sub-Consultant, then such Subcontractor or Sub-Consultant shall also have a Project representative present of comparable seniority to Design-Builder's negotiating representative. Upon completion of the meeting, if the Claim is not resolved, Design-Builder or County may either continue the Mid-Management Level Negotiations or either of Design-Builder or County may declare in writing the Mid-Management Level Negotiations ended. All discussions that occur during the Mid-Management Level Negotiations and all documents prepared solely for the purpose of the Mid-Management Level Negotiations shall be confidential and privileged pursuant to California Evidence Code §§1119, 1120 and 1152.

(3) Senior Management Level Negotiations. If the Mid-Management Level Negotiations fail to resolve the Claim, then a senior management representative of County (consisting of the County Administrative Officer or his/her designee) and a senior management representative of Design-Builder (consisting of a representative at the level of owner, president or chief executive officer) shall meet as soon as possible, but no later than seven (7) Days after the end of the Mid-Management Level Negotiations, in a good faith effort to negotiate a resolution to the Claim. If the Claim involves a Pass-Through Claim by a Subcontractor or Sub-Consultant, then such Subcontractor or Sub-Consultant shall also have a Project representative present of comparable seniority to Design-Builder's negotiating representative. Upon completion of the meeting, if the Claim is not resolved, Design-Builder or County may either continue the Senior Management Level Negotiations or either of Design-Builder or County may declare in writing the Senior Management Level Negotiations ended. All discussions that occur during the Senior Management Level Negotiations and all documents prepared solely for the purpose of the Senior Management Level Negotiations shall be confidential and privileged pursuant to California Evidence Code §§1119, 1120 and 1152.

.2 Second Step: Mediation. Any Claim that remains unresolved after completion of stepped negotiations conducted pursuant to Subparagraph 4.5.5.1, above, and that a party wishes to pursue further shall be submitted to non-binding mediation before a mutually acceptable third party mediator in accordance with the following provisions:

(1) Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

(2) Submission and Selection. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within fifteen (15) Days after the receipt of such written notice, then the parties shall submit the matter to the American Arbitration Association (AAA) at its Regional Office located closest to Mono County for selection of a mediator in accordance with the AAA Construction Industry Mediation Rules.

(3) Location. The location of the mediation shall be at the offices of County.

(4) Costs. The AAA fees and mediator's fees and costs shall be shared equally by the parties to the mediation. If the Claim involves a Pass-Through Claim by a Subcontractor or Sub-Consultant, then such Subcontractor or Sub-Consultant shall be considered a party to such mediation for purposes of allocating responsibility for the costs of the mediation. If a Subcontractor or Sub-Consultant refuses to pay its allocable share, such share shall, without

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

limitation to any right of Design-Builder to recover such costs from the Subcontractor or Sub-Consultant, be paid by the Design-Builder.

(5) Privileges. All discussions that occur during the mediation and all documents prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code §§1119, 1120 and 1152.

(6) End of Mediation. County or Design-Builder may, if either determines in good faith that further mediation would not be productive, declare in writing the end of the mediation.

.3 Third Step: Litigation. Any Claim that is not resolved by mediation pursuant to Subparagraph 4.5.5.2, above, may be resolved by way of an action filed in the Superior Court of the State of California, County of Mono. The parties hereto consent to the consolidation or joinder of any Claims involving other Project Team members to the extent that resolution of such Claims is reasonably necessary to the complete resolution of a Claim between County and Design-Builder or against whom County or Design-Builder may assert a Claim in the nature of indemnity or contribution.

4.5.6 Participation Not a Waiver. Participation in the Claims Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of either party, including, without limitation, any defense of County that is based on the assertion that the rights of Design-Builder were previously waived by Design-Builder due to failure to comply with the Contract Documents, including, without limitation, Design-Builder's failure to comply with any time periods for providing notices or for submission of Claims or supporting documentation of Claims.

4.5.7 Continuous Work. Design-Builder shall maintain continuous, expeditious and uninterrupted performance of the Work throughout the duration of the Claims Dispute Resolution Process.

4.6 NOTICE OF THIRD-PARTY CLAIMS

The County shall provide notification to the Design-Builder within a reasonable time after receipt of any third-party claim relating to the Design-Build Contract. The County shall be entitled to recover from the Design-Builder its reasonable costs of providing such notification.

4.7 WAIVERS OF RIGHTS BY DESIGN-BUILDER

COUNTY AND DESIGN-BUILDER ACKNOWLEDGE THAT IT IS IN THE INTERESTS OF BOTH PARTIES THAT CHANGES, DELAYS AND CLAIMS BE IDENTIFIED, QUANTIFIED, EVALUATED AND FINALLY RESOLVED PROMPTLY, CONTEMPORANEOUSLY WITH THE CIRCUMSTANCES FROM WHICH THEY ARISE, AND THAT THERE BE CERTAINTY WITH RESPECT TO THE FINALITY OF ANY RESOLUTION OF RELATED DISPUTES. ON THOSE PREMISES, AND IN FURTHER RECOGNITION OF THE FACT THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO QUANTIFY, DEMONSTRATE OR PROVE THE HARM TO COUNTY IF ANY OF THE FOREGOING PREMISES IS NOT ACHIEVED DUE TO A FAILURE BY DESIGN-BUILDER TO COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS CONCERNING TIMELY NOTICE OR SUBMISSIONS OF NOTICES AND CLAIMS RELATING TO CHANGES, DELAY AND CONTRACT ADJUSTMENTS, COUNTY AND DESIGN-BUILDER AGREE THAT FAILURE BY DESIGN-BUILDER TO CONFORM TO SUCH REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL IN AND OF ITSELF CONSTITUTE SUFFICIENT CAUSE AND GROUNDS, WITHOUT THE NECESSITY OF COUNTY DEMONSTRATING ANY ACTUAL HARM OR PREJUDICE, FOR IMPOSING UPON DESIGN-BUILDER A FULL AND UNCONDITIONAL WAIVER BY DESIGN-BUILDER OF ITS RIGHT TO A CONTRACT ADJUSTMENT AND OF ITS RIGHTS AND RECOURSE FOR RECOVERY OF LOSS BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

ARTICLE 5
SUBCONTRACTORS AND SUB-CONSULTANTS

5.1 SUBCONTRACTING

All subcontracts with Subcontractors who are not Design-Build Entity Members, and who are not proposed Design-Build Entity Members at the time of proposal, shall be awarded according to a publicly-advertised process that provides for public notice of the availability of work to be subcontracted, and a fixed date and time on which the subcontracted work will be awarded, and shall be afforded the protections contained in Chapter 4, (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code (the "Act").

The design-builder has the discretion to procure each individual subcontractor based one of the following optional methods:

Option (1) A competitive bidding process resulting in lump-sum bids by prequalified entities for an award made on the basis of the lowest responsible bid; or

Option (2) To the responsible proposer determined to be the best value to the design build entity. "best value" shall be determined from the following minimum scoring criteria factors, each representing ten (10) percent of the total weight or consideration given to all criteria factors: price, technical expertise, life cycle costs over 15 years or more, skilled labor force availability, and acceptable safety record. The remaining fifty (50) percent of the best value score shall be based on source selection procedures, and project specific criteria developed by the design build entity. Option (3) (below) may be included as a weighted factor to allocate points to firms that qualify as small and historically underutilized businesses; or,

5.2 SUBSTITUTION

5.2.1 Substitutions Allowed. There shall be no substitution of or addition to the Subcontractors except as permitted by Chapter 4 (§§4100 et seq.), Division 2, Part 1 of the California Public Contract Code (the "Act"). Substitution shall be subject to County approval, which shall not be unreasonably withheld. Design-Builder shall notify the County at least two (2) weeks prior to any intended substitution.

5.2.2 Design-Builder's Own Expense. Any increase in the cost or time of performance of the Work resulting from the replacement, substitution or addition of a Subcontractor or Sub-Consultant shall be borne solely by Design-Builder at Design-Builder's Own Expense.

5.2.3 Substantiation of Compliance. At any time during performance of the Work it shall be the responsibility and burden of Design-Builder, if requested by County, to present complete and accurate evidence demonstrating by clear and convincing evidence that Design-Builder is, and all times during and after the Request for Proposal process and Award of the Design-Build Contract was, in full compliance with all of the applicable provisions of the Act. Failure by Design-Builder to present such evidence when requested shall be deemed a breach of this Section 5.2 and of the Act, thereby entitling County to exercise any or all of its rights and remedies under the Contract Document or Applicable Laws, including, without limitation, the right to cancel the Design-Build Contract or assess any penalties provided for by the Act.

5.2.4 Splitting Prohibited. Any attempt by Design-Builder to avoid compliance with the Act, such as, but not limited to, by splitting the work of subcontracts with Subcontractors into separate contracts or changes orders so as to not exceed the monetary threshold of the Act applicable to listing of Subcontractors, is strictly prohibited.

5.2.5 Surety Bond and Finance Assistance Program. Failure of any Subcontractor receiving assistance under the Surety Bond and Finance Assistance Program to comply with its obligations under the Surety Bond and Finance Assistance Program, shall be deemed grounds for County to require substitution by Design-Builder of such Subcontractor.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

5.3 CONTRACTUAL RELATIONS

5.3.1 Written Agreements. Design-Builder shall, by written agreement entered into between the Design-Builder and each Subcontractor and Sub-Consultant, require each Subcontractor and Sub-Consultant to the extent of the Work to be performed by the Subcontractor or Sub-Consultant, to be bound to Design-Builder by terms of the Contract Documents and to assume toward Design-Builder all the obligations and responsibilities which Design-Builder, by the Contract Documents, assumes toward County. Each subcontract agreement shall preserve and protect the rights of County under the Contract Documents with respect to the Work to be performed by the Subcontractor or Sub-Consultant so that subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor and Sub-Consultant, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Design-Builder that Design-Builder, by the Contract Documents, has against County. Design-Builder shall require each first-Tier Subcontractor and Sub-Consultant to enter into similar agreements with their sub-subcontractors and sub-Sub-Consultants. Copies of applicable portions of the Contract Documents shall be made available by Design-Builder to the first-Tier Subcontractors and Sub-Consultants and each Subcontractor and Sub-Consultant of the first-Tier shall similarly make copies of such Contract Documents available to each Subcontractor and Sub-Consultant of a lower-Tier with which it contracts. Without limitation to the foregoing, each contract that is entered into by a Subcontractor or Sub-Consultant, of any Tier, shall, without limitation, require the Subcontractor or Sub-Consultant:

- .1 to perform the Work in accordance with the terms of the Contract Documents;
- .2 to assume toward Design-Builder the obligations and responsibilities which Design-Builder assumes toward County by the Contract Documents;
- .3 to preserve and protect the rights of County under the Contract Documents with respect to the Work to be performed by the Subcontractor or Sub-Consultant so that subcontracting thereof will not prejudice such rights;
- .4 to waive all rights (including, without limitation, rights of subrogation) that the Subcontractor or Sub-Consultant or its insurers may have against County and others required by the Contract Documents to be named as additional insureds for Losses covered by insurance carried by Design-Builder or County, except for such rights as the Subcontractor may have to the proceeds of such insurance held by County or such other additional insured;
- .5 to afford County and entities and agencies designated by County the same rights and remedies afforded to them under the Contract Documents with respect to access to, and the right to audit and copy, at County's cost, all of the Subcontractor's or Sub-Consultant's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, memoranda and other records and documents relating to the Work and requiring the Subcontractor or Sub-Consultant to preserve all such records and other items for a period of at least four (4) years after Final Completion;
- .6 to recognize the rights of the County under Section 5.4, below, including, without limitation, the County's right to (1) accept assignment of the Subcontractor's or Sub-Consultant's agreement, (2) accept assignment of Design-Builder's rights as principal under a performance bond furnished by a first-Tier Subcontractor, (3) to retain the Subcontractor or Sub-Consultant pursuant to the terms of its agreement with Design-Builder to complete the unperformed obligations under its agreement, and (4) if requested by the County, require that the Subcontractor or Sub-Consultant execute a written agreement on terms acceptable to the County confirming that the Subcontractor or Sub-Consultant is bound to the County under the terms of its agreement with Design-Builder;
- .7 to submit applications for payment, requests for change orders and extensions of time and claims, and to comply with all other notice and submission requirements of the Contract Documents, sufficiently in advance to allow Design-Builder time to comply with its obligations under the Contract Documents;
- .8 to purchase and maintain insurance in accordance with the requirements of the Contract Documents;
- .9 to defend and indemnify the Indemnitees on the same terms as provided in Section 3.20, above;

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.10 to comply with the nondiscrimination (Article 15, below) and prevailing wage (Section 3.21, above) provisions of these General Conditions;

.11 to provide for a right of termination for convenience by Design-Builder that limits the Subcontractor's or Sub-Consultant's right to compensation to an allocable share of the price in its agreement that corresponds to the percentage of the Work properly performed by the Subcontractor or Sub-Consultant, with no additional sum payable for any other Losses, including, without limitation, prospective damages, lost profits or consequential damages, of any kind;

.12 to provide that time is of the essence to each of the Subcontractor's or Sub-Consultant's obligations; and

.13 to require compliance with the Labor Compliance Program.

5.3.2 Copies. The Design-Builder shall, promptly after their execution, furnish to the Project Manager true, complete, and executed copies of all contracts with the Subcontractors and Sub-Consultants and amendments, modifications and change orders thereto. Progress payments shall not be made for items of the Work for which the County has not received such documents.

5.3.3 No Brokering. The Design-Builder shall not permit any portion of the Work to be contracted to a firm acting as broker, factor or other entity not actually performing a substantial portion of the Work with its own forces.

5.3.4 Third-Party Rights. Design-Builder acknowledges that County is an intended third-party beneficiary to all contracts between Design-Builder and its first-Tier Subcontractors and Sub-Consultants. Such acknowledgement is without limitation to any rights that County may have under Applicable Laws as a third-party beneficiary to such contracts. Notwithstanding the foregoing or anything else to the contrary in the Contract Documents, there is no intent on the part of County or Design-Builder to create any rights (including, without limitation, third-party beneficiary rights) in favor of any Subcontractor or Sub-Consultant, of any Tier, against County and nothing contained in the Contract Documents and no course of conduct, act or omission on the part of County shall be construed as creating a direct or indirect contractual right in favor of any Subcontractor or Sub-Consultant, of any Tier, and against County.

5.3.5 All Tiers. It is the Design-Builder's obligation to see to it that all obligations of the Design-Builder are assumed by (or, "flow down") to the Subcontractors and Sub-Consultants by the inclusion of contractual provisions requiring each of the Subcontractors and Sub-Consultants to bind not only themselves but their lower-Tier Subcontractors and Sub-Consultants to the obligations assumed by Design-Builder under the Contract Documents.

5.4 CONTINGENT ASSIGNMENT

5.4.1 Contingent Assignment. Design-Builder hereby assigns to County, or to such person or entity as County, in its sole and absolute discretion, designates, all of its interest in subcontracts entered into by Design-Builder with its first-Tier Subcontractors and Sub-Consultants. If a first-Tier Subcontractor has provided a performance bond, then Design-Builder's rights under such performance bond are likewise hereby deemed contingently assigned to County or its designee and provision shall be made in the performance bond for surety's consent to such contingent assignment.

5.4.2 Acceptance by County. The contingent assignments provided for by this Section 5.4 will be effective only as to those subcontracts and performance bonds which County or its designee accepts in writing. County or its designee may accept any such assignment at any time during the course of the Work and prior to Final Completion. Such contingent assignments are part of the consideration to County for entering into the Design-Build Contract with Design-Builder and may not be withdrawn prior to Final Completion.

5.4.3 County Obligation. County's or its designee's sole obligation in the event it accepts a contingent assignment of a subcontract under this Section 5.4 shall be to pay in accordance with the terms of such

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

subcontract for Work performed after written notice of acceptance of such assignment. In the event County directs that such assignment be made to County's designee, then such designee only, and not County, shall be solely liable under such assignment for Work performed after written notice of acceptance of such assignment.

5.5 COMMUNICATIONS BY COUNTY

County and the Project Manager shall have the right to communicate, orally or in writing, with the Subcontractors and Sub-Consultants with respect to matters that are related to the Design-Builder's performance of its obligations under the Contract Documents. Except as otherwise provided in the Design-Build Contract or these General Conditions, the Design-Builder shall be provided with a copy of all such communications that are in writing. Such communications shall not create, or be interpreted as creating, any contractual relationship between the County or the Project Manager and any of the Subcontractors or Sub-Consultants.

5.6 NO THIRD-PARTY RIGHTS

5.6.1 No Rights Between the County and Subcontractors or Sub-Consultants. Nothing contained in the Contract Documents shall create any contractual relationship between any of the Subcontractors or Sub-Consultants and the County or the Project Manager, except (as to the County only) when, and only to the extent that, the County elects to accept the assignment of the contract between the Design-Builder and such Subcontractor or Sub-Consultant pursuant to Section 5.3, above.

5.6.1 No Rights Between Third Parties and Architect of Record or Architect of Record's Firm. Nothing contained in the Design-Build Contract shall create a contractual relationship with, or a cause of action in favor of, a third party against either the County, Architect of Record, or the Architect of Record's Firm. The services of the Architect of Record and the Architect of Record's Firm hereunder are being performed solely for the benefit of the County, and no other entity shall have any claim against the Architect of Record or the Architect of Record's Firm because of the Design-Build Contract or the performance or nonperformance of services hereunder by the Architect of Record and the Architect of Record's Firm.

5.7 DOCUMENT AVAILABILITY

The Design-Builder shall make available to each proposed Subcontractor and Sub-Consultant with whom it enters into a contract or agreement for performance of any portion of the Work, prior to the execution of the contract or agreement, copies of the Contract Documents to which the Subcontractor will be bound so as to ensure that all matters disclosed thereby are taken into consideration and included in the terms of such contracts and shall identify to such Subcontractor or Sub-Consultant the terms and conditions of the proposed contract or agreement which may be at variance with the Contract Documents.

5.8 NO LIABILITY OF COUNTY

Nothing set forth in this Article 5, and no action taken by the County or the Project Manager with respect to review or approval of the Subcontractors or Sub-Consultants, or their contracts or agreements, shall impose any liability or responsibility upon the County nor relieve the Design-Builder of its responsibilities under the Contract Documents or Applicable Laws.

**ARTICLE 6
COUNTY'S OWN FORCES AND SEPARATE CONTRACTORS**

6.1.1 Right of County. County reserves the right to perform construction or operations related to the Project with County's own forces and to award other contracts to Separate Contractors in connection with other portions of the Project or other construction or operations on the Site.

6.1.2 Separate Contractors. Design-Builder shall ascertain to its own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by County to Separate Contractors in prosecution of the Project. Except where County has negligently directed the actions of the

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

Separate Contractors, Design-Builder shall look solely to such Separate Contractors, and County shall not be responsible, for any Losses for which Design-Builder is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Design-Builder or the Subcontractors or Sub-Consultants, of any Tier, resulting directly or indirectly from the conduct of such work by the Separate Contractors. If Design-Builder deems that direction from County is needed to assist Design-Builder in avoiding or minimizing any such Losses, Design-Builder shall notify County and County shall, if such request is reasonable, provide such direction to the Separate Contractor or authorize Design-Builder to give such direction on County's behalf.

6.1.3 Coordination. Nothing in the Contract Documents creates or will create any duty on the part of County to coordinate the Work of Design-Builder with the work of Separate Contractors. Design-Builder and Separate Design-Builders will coordinate all work with the other so as to facilitate the general progress of the Project. Design-Builder agrees that any recovery of Losses for which Design-Builder is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Design-Builder due to a failure by a Separate Contractor to coordinate its work with the Work of Design-Builder will be sought directly against the Separate Contractors as set forth elsewhere in this Article 6.

6.1.4 Disputes. Design-Builder and County agree that Separate Contractors in direct contractual privity with County are third party beneficiaries of the Contract Documents, but only to the extent of claims and causes of action against Design-Builder arising out of or resulting from Design-Builder's performance or failure of performance under the Contract Documents or any act or omission of Design-Builder or the Subcontractors and Sub-Consultants causing Loss to such Separate Contractors. Design-Builder consents to being sued by Separate Contractors for Losses caused by Design-Builder or any of the Subcontractors and Sub-Consultants. Design-Builder hereby waives lack of privity of contract with such Separate Contractors as a defense to such actions.

6.1.5 Remedy. If Design-Builder as a result of the acts or omissions of one or more of the Separate Contractors suffers a Loss that is not compensated by means of a right given to Design-Builder under the Contract Documents to a Contract Adjustment, then Design-Builder's sole remedy is to assert a claim or cause of action directly against the Separate Contractor(s) causing the Loss and Design-Builder hereby releases, acquits, holds harmless and forever discharges County of and from any and all liability for such Loss.

6.2 MUTUAL RESPONSIBILITY

6.2.1 Use of Site. Nothing contained in the Contract Documents shall be interpreted as granting Design-Builder exclusive use or occupancy of the Site. Design-Builder shall afford County's own forces and the Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities.

6.2.2 Adjoining Work. If part of Design-Builder's performance of the Work depends for proper execution or results upon construction or operations by County's own forces or Separate Contractors, Design-Builder shall, prior to proceeding with that portion of the Work, carefully inspect such construction and operations and promptly report to the Project Manager apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Design-Builder will be responsible, at Design-Builder's Own Expense, for Losses to County resulting from any such discrepancies or defects not reported in accordance with this Paragraph 6.2.2 that were apparent or that should have been apparent to Design-Builder on careful inspection.

6.2.3 Damage. Design-Builder shall promptly remedy Loss caused by Design-Builder or its Subcontractors or Sub-Consultants to completed construction or partially completed construction on the Site, or to property of County or the Separate Contractors.

6.2.4 Disputes. Design-Builder shall notify the Project Manager in writing with copy to the Construction Administrator within three (3) Days if it believes it has experienced or is experiencing any Delay or Loss due to the activities of County's own forces or the Separate Contractors or in the event of any dispute with County's own forces or a Separate Contractor.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

6.2.5 **Settlement of Disputes.** If Design-Builder or any Subcontractor or Sub-Consultant causes a Loss to a Separate Contractor, then Design-Builder will promptly settle the matter directly with the Separate Contractor and will defend, indemnify and hold County and the other Indemnitees harmless from any and all effects of such Loss in accordance with the terms of Section 3.20, above.

6.3 ALLOCATION OF CLEANUP COSTS

If a dispute arises among Design-Builder, the Separate Contractors and/or County as to the responsibility for maintaining the Site and surrounding area free from waste materials and rubbish, County may clean up such waste materials and rubbish and allocate the cost among those responsible as County determines to be just.

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1 **General.** County is authorized to make Changes in the Work in accordance with the provisions of this Article 7.

7.1.2 **Contract Adjustments.** Contract Adjustments shall only be permitted as follows: (1) the Contract Sum shall only be adjusted by means of a Change Order or Unilateral Change Order for Compensable Change, Deleted Work or Compensable Delay; and (2) the Contract Time shall only be adjusted by means of a Change Order or Unilateral Change Order for Excusable Delay, Compensable Delay or Deleted Work. All Contract Adjustments to the Contract Sum shall conform, without limitation, to the requirements of this Article 7. All Contract Adjustments to the Contract Time shall conform to the applicable requirements of this Article 7 and to the requirements of Article 8, below.

7.1.3 **Exclusive Rights.** The rights expressly set forth in the Contract Documents for Contract Adjustments constitute Design-Builder's exclusive rights for additional compensation or extensions of time and are intended to be in lieu of and wholly replace any other such rights and remedies that Design-Builder has under Applicable Laws for recovery or relief on account of Loss or Delay in connection with performance of the Work, it being the intent of the County and Design-Builder by so agreeing that if circumstances arise for which the Contract Documents do not provide to Design-Builder an express right to a Contract Adjustment, then such omission of any express right shall conclusively be deemed to mean that no right to a Contract Adjustment was intended and, consistent with that intent, no right to a Contract Adjustment on account of such circumstances shall by any means, legal or equitable, of interpretation, construction, inference, implication or application be considered, found or adjudged to exist.

7.1.4 **No Written Authorization.** Without limitation to any other provisions of the Contract Documents expressly or impliedly requiring performance of Work at Design-Builder's Own Expense, any Change performed by Design-Builder pursuant to any direction other than a duly authorized and executed Change Order, Unilateral Change Order or Field Order shall be paid for by Design-Builder at Design-Builder's Own Expense.

7.1.5 **Prompt Performance.** Subject to the procedures set forth in this Article 7 and elsewhere in the Contract Documents, all Changes shall be performed promptly and without Delay..

7.1.6 **Changes to Project Criteria.** Project Criteria may be modified prior to execution of the Design-Build Contract only by RFP Addendum. Project Criteria may be modified after execution of the Design-Build Contract only by issuance of a Change Order or Unilateral Change Order that includes on its face page and in bold letters, the words "APPROVED DEVIATION".

7.2 SIGNATURES AND AUTHORIZATIONS

7.2.1 **Parties.** A Change Order shall be executed by and between the Board of Supervisors or person authorized by the Board to approve Change Orders, and Design-Builder. A Unilateral Change Order shall be

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

executed by the Board of Supervisors or person authorized by the Board to approve Unilateral Change Orders. Field Orders shall be executed in accordance with Section 7.5, below

7.2.2 Form. Change Orders, Unilateral Change Orders and Field Orders shall be executed using forms furnished by Project Manager or, if requested by Project Manager, using forms furnished by Design-Builder that are approved by Project Manager.

7.2.3 Written Authorization. Design-Builder shall not be entitled to Contract Adjustment by Change Order or Unilateral Change Order except as authorized in a writing that is signed by the Project Manager and Construction Administrator, as follows:

.1 Applicable Law. Nothing stated in this Section 7.2 or elsewhere in the Contract Documents shall be interpreted as altering the requirements of applicable law, including but not limited to the California Government Code, Public Contract Code and Mono County Code, including any delegation or authorization made pursuant thereto, pertaining to approval or ratification by the Board of Supervisors of contracts and modifications to contracts entered into by the County. Such approval or ratification by the Board of Supervisors shall not, however, constitute a condition to the Design-Builder's obligation to perform the Work, including any Extra Work, that Design-Builder is directed to perform by a Change Order or Unilateral Change Order that is signed in the manner required by the applicable provisions of Paragraphs 7.2.1 through 7.2.3, above, or that Design-Builder is directed to perform by Field Order that is signed in the manner required by Section 7.5, below.

.2 Changes to Authorizations. The County reserves the right to unilaterally change the list of persons or entities set forth in this Paragraph 7.2.3, as having authority to authorize Contract Adjustments and/or to specify a separate list of persons or entities having authority to authorize Contract Adjustments. Such right shall be exercised by written notice to the Design-Builder specifying the particulars of such changes or additions affecting authorizations by County.

7.2.4 Written Authorization of Essence. It is of the essence to the design-build contract between the Design-Builder and the County that all contract adjustments must be authorized in advance, in writing, as required by this Article 7. Accordingly, no verbal directions, course of conduct between the parties, or express or implied acceptance of changes or of the work, and no claim that the County has been unjustly enriched (whether or not there has been such enrichment) shall be the basis for a contract adjustment if the Design-Builder has not obtained advance written authorization in the manner required by this Article 7.

7.3 CHANGE ORDERS

7.3.1 Purpose. The purpose of a Change Order is to establish the terms of the County's and Design-Builder's mutual agreement to a Contract Adjustment.

7.3.2 Content. A Change Order is a written instrument, prepared by the County, stating:

- .1** a Compensable Change or Deleted Work;
- .2** a Compensable Delay or Excusable Delay;
- .3** the amount of the Contract Adjustment, if any, to the Contract Sum; and/or
- .4** the extent of the Contract Adjustment, if any, to the Contract Time.

7.4 UNILATERAL CHANGE ORDERS

7.4.1 Purpose. The purpose of a Unilateral Change Order is to establish the County's estimate of the undisputed amount of an otherwise disputed Contract Adjustment.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

7.4.2 Good Faith Determination. The County's estimate in a Unilateral Change Order of a Contract Adjustment shall be based upon a Good Faith Determination by County of the Contract Adjustment to the Contract Sum and/or Contract Time that is appropriate under the circumstances and consistent with the terms of the Contract Documents.

7.4.3 Claim by Design-Builder. If Design-Builder disputes any portion of the County's Good Faith Determination of the Contract Adjustment that is set forth in a Unilateral Change Order, Design-Builder shall file within thirty (30) Days after issuance of the Unilateral Change Order by County a Claim pursuant to Section 4.4, above. The amount of the Contract Adjustment requested in the Claim shall not exceed the difference between the amount (either in terms of dollar amount or amount of time extension) of the Contract Adjustment requested by Design-Builder and the amount (either in terms of dollar amount or amount of time extension) of the Contract Adjustment granted in the Unilateral Change Order. Design-Builder shall have no reserved right, and hereby waives any such right that may exist under Applicable Law, to seek in such Claim a Contract Adjustment or recovery that is based upon any amount (either in terms of dollar amount or amount of time extension) that is in excess of such difference.

7.4.4 Waiver by Design-Builder. **FAILURE BY DESIGN-BUILDER TO SUBMIT A CLAIM PURSUANT TO SECTION 4.4, ABOVE, WITHIN THIRTY (30) DAYS AFTER ISSUANCE OF A UNILATERAL CHANGE ORDER BY COUNTY SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY DESIGN-BUILDER OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY, EITHER BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS, BASED ON AN ASSERTION THAT THE AMOUNT OF THE CONTRACT ADJUSTMENT ON ACCOUNT OF THE CHANGE OR DELAY DESCRIBED IN SUCH UNILATERAL CHANGE ORDER SHOULD BE DIFFERENT THAN THE AMOUNT OF THE CONTRACT ADJUSTMENT SET FORTH IN SUCH UNILATERAL CHANGE ORDER.**

7.5 FIELD ORDERS

7.5.1 Purpose. The purpose of a Field Order is to: (1) direct the performance of a Minor Change; (2) direct performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment in an amount not to exceed \$5,000; or (3) establish a mutually agreed basis for compensation to Design-Builder for a Compensable Change under circumstances where performance of the Compensable Change needs to proceed in advance of complete substantiation and evaluation of the Contract Adjustment therefor, but subject to approval by the County if the Contract Adjustment is thereafter determined to exceed \$5,000.

7.5.2 Authorization.

.1 Contract Adjustments. Field Orders setting forth an agreement between County and Design-Builder on a Contract Adjustment must be authorized as provided in Paragraph 7.2.3, above.

.2 Minor Change. A Field Order for a Minor Change may be authorized by the Project Manager.

.3 Non-Change. A Field Order for the performance of Work that sets forth the Design-Builder's agreement that the Field Order is not a Change to the Work and does not involve a Contract Adjustment to the Contract Sum or Contract Time may be authorized by the Project Manager.

7.5.3 Content.

.1 Undisputed Changes. Each Field Order involving a Compensable Change or Deleted Work with respect to which County does not dispute that the Compensable Change or Deleted Work constitutes a grounds for a Contract Adjustment shall, in order to be binding in any respect upon County, comply with the following:

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

(1) Statement of Agreement. A statement shall be included of whether the County and Design-Builder are in complete agreement on all of the terms of the Contract Adjustment related to performance of such Compensable Change. To the extent the Design-Builder and County reach agreement, in whole or in part, on the terms of the Contract Adjustment, such agreement shall be deemed to be final and binding upon the Design-Builder. However, in recognition of the fact that Field Orders may be issued under circumstances in which the County may not have had access to pertinent information, expert assistance, time or the opportunity to fully evaluate the circumstances giving rise to the Change, it is agreed that neither the issuance nor execution of, nor any statement contained in, nor any course of conduct in connection with, a Field Order (including, without limitation, a full or partial agreement by County) shall be interpreted as a waiver, release or settlement of any of County's rights relating to the subject matter of the Field Order, or as creating or implying any obligation on the part of County to a Contract Adjustment on account of a Change described in the Field Order, if it is found by County upon further investigation that the circumstances giving rise to the execution of the Field Order do not in fact form the basis for a right of Design-Builder to a Contract Adjustment on all or any of the terms thereof.

(2) Complete Agreement. If the Field Order states that there is a complete agreement on all of the terms of the Contract Adjustment, then it shall further state a full description of the terms of the Contract Adjustment, including, without limitation, its effect on the Contract Sum and Contract Time.

(3) Incomplete Agreement. If the Field Order states that there is not complete agreement on all of the terms of the Contract Adjustment, then it shall further state the following:

(a) Resolved Terms. The Field Order shall state those terms of the Contract Adjustment as to which there is agreement.

(b) Open Terms. With respect to those terms of the Contract Adjustment as to which there is not agreement, the Field Order shall comply with the following:

(i) ROM Estimate. A statement shall be included of whether a Reasonable Order of Magnitude Estimate is or is not required by County and, if required, the Field Order shall include a Reasonable Order of Magnitude Estimate prepared by Design-Builder, or prepared by County and acknowledged in writing as accepted by Design-Builder, of the probable amount of the Contract Adjustment to the Contract Sum and Contract Time associated with performance of the Compensable Change. Unless otherwise expressly stated in the Field Order and except as otherwise provided in Subparagraph 7.5.3.1 (3), (b), (ii), below, a Reasonable Order of Magnitude Estimate does not constitute a guarantee by Design-Builder that the amount of the Contract Adjustment to the Contract Sum or Contract Time that may be associated with the Extra Work or Deleted Work covered by such Field Order may not exceed the Reasonable Order of Magnitude Estimate nor does it constitute authorization or agreement by County to a Contract Adjustment based on the amounts set forth in such Reasonable Order of Magnitude Estimate.

(ii) Time and Materials. In the event that the County and Design-Builder agree to the "time and materials" method of calculation set forth in Subparagraph 7.7.1.1 (4), below, without their also agreeing upon a maximum price, then the total cost to County for the Work covered by the Field Order shall under no circumstances exceed a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed.

.2 Disputed Changes. Each Field Order involving a Work or a Change with respect to which County disputes that the Change is a Compensable Change or Deleted Work or with respect to which County contends that Design-Builder has waived or released its right to a Contract Adjustment shall, if Design-Builder is ordered to do so in a Field Order signed by the County Director, Facilities Planning & Construction, be performed by Design-Builder without Delay, with Design-Builder reserving to itself the right, if any, to submit a Claim for any Loss associated with Design-Builder's compliance with such written order. A Field Order that, for any reason, does not comply with the requirements of Subparagraph 7.5.3.1, above, shall be deemed to involve a disputed Change under this Subparagraph 7.5.3.2.

7.5.4 Other Notices. Excepting only in cases where the Field Order includes a statement that it constitutes the complete agreement of the parties on all of the terms for a Contract Adjustment, neither issuance nor execution of a Field Order shall be interpreted as relieving Design-Builder of its obligation to comply with the

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

requirements of these General Conditions for timely submission of notices required by the Contract Documents, including, without limitation, Notice of Change, Change Order Request, Notice of Delay or Request for Extension.

7.5.5 Design-Builder's Own Expense. Without limitation to other provisions of the Contract Documents, costs incurred by Design-Builder or any Subcontractor or Sub-Consultant for either of the following categories of Changes shall be paid by Design-Builder at Design-Builder's Own Expense: (1) any Change or portion of a Change (including, but not limited, to a Compensable Change) performed before or after issuance by Design-Builder of a timely and complete Notice of Change or Change Order Request without Design-Builder having first obtained a Change Order or Unilateral Change Order prepared and signed in the manner required by Paragraph 7.2.3, above, or a Field Order prepared and signed in the manner required by Paragraphs 7.5.2 and 7.5.3, above; or (2) excepting a Compensable Change with respect to which the County and Design-Builder have acknowledged in writing their complete agreement in accordance with the requirements of Paragraph 7.5.3, above, any Change or portion of a Change (including, without limitation, a Compensable Change) described in a Field Order that is performed prior to receipt by the Project Manager of a timely and complete Notice of Change or Notice of Delay under circumstances where, respectively, a Notice of Change or Notice of Delay was required.

7.6 PROCEDURES

7.6.1 Notice of Change.

.1 Submission. Design-Builder shall submit a written Notice of Change to Project Manager if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes a Compensable Change, Deleted Work, Compensable Delay or other matter that may involve or require a Contract Adjustment (additive or deductive). Such notice shall be provided prior to commencement of performance of the Work affected and no later than three (3) working days after the Discovery Date of such circumstance.

.2 Form. Notices of Change shall be provided using forms furnished by the Project Manager or, if requested by Project Manager, using forms furnished by Design-Builder that are approved by Project Manager. Failure by Project Manager to request or approve a particular form shall not relieve Design-Builder of its obligation to provide a Notice of Change in a written form that complies with the requirements specified in Subparagraph 7.6.1.3, below.

.3 Content. Each Notice of Change in order to be considered complete shall include:

(1) a general statement of the circumstances giving rise to the Notice of Change (including, without limitation, identification of any related Field Order);

(2) a Reasonable Order of Magnitude Estimate by Design-Builder of any related Contract Adjustments (additive and deductive) to the Contract Sum; and,

(3) if such circumstances involve a right to adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.2.4, below, or Subparagraph 8.2.3.4, below, Design-Builder shall include, if not previously provided, a complete and timely Notice of Delay.

.4 Waiver by Design-Builder. FAILURE BY DESIGN-BUILDER TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE UNDER CIRCUMSTANCES WHERE A NOTICE OF CHANGE INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.1 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7, ABOVE, CONSTITUTE A WAIVER BY DESIGN-BUILDER OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

.5 Deductive Adjustments. Failure by Design-Builder to submit a timely or proper Notice of Change under circumstances in which a Notice of Change is required shall in no way affect County's right to a deductive Contract Adjustment on account of such circumstances.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

7.6.2 Change Order Request.

.1 Submission. With respect to any matter that may involve or require a Contract Adjustment (additive or deductive) of the Contract Sum, Design-Builder shall, within fourteen (14) Days after receipt by Project Manager of a Notice of Change pursuant to Paragraph 7.6.1, above, submit to Project Manager a written Change Order Request.

.2 Form. Change Order Requests shall be provided using forms furnished by Project Manager or, if requested by County, using forms furnished by Design-Builder that are approved by Project Manager. Failure by Project Manager to request or approve a particular form shall not relieve Design-Builder of its obligation to provide a Change Order Request in a written form that complies with the requirements in Subparagraph 7.6.2.3, below.

.3 Content. Each Change Order Request in order to be considered complete shall include:

(1) a detailed description of the circumstances for the Compensable Change, Deleted Work or Compensable Delay;

(2) a complete, itemized cost breakdown (additive and deductive) of all of Design-Builder and Subcontractors' and Sub-Consultants' costs, quantities, hours, unit prices, rates and markups that form the basis for Design-Builder's request for Contract Adjustment of the Contract Sum; and

(3) if such circumstances involve a right to Contract Adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.2.4, below, or Subparagraph 8.2.3.4, below, Design-Builder shall include, if not previously provided, a complete and timely Request for Extension.

(4) for purposes of this Subparagraph 7.6.2.3, Subcontractor and Sub-Consultant pricing that is in the form of a lump sum price shall fully disclose and break the lump sum price into its component parts for individual items of costs and for overhead and profit with sufficient specificity to demonstrate to County that the lump sum price is based solely on Allowable Costs and Allowable Markups. Except in the case where unit prices have been previously established by agreement of County and Design-Builder, and unless otherwise agreed to by County in writing, under no circumstances shall any Change Order Request include or be based upon any costs, expenses or markups (on behalf of Design-Builder or any Subcontractor or Sub-Consultant) other than Allowable Costs and Allowable Markups.

.4 Waiver by Design-Builder. FAILURE BY DESIGN-BUILDER TO PROVIDE A COMPLETE AND TIMELY CHANGE ORDER REQUEST UNDER CIRCUMSTANCES WHERE A CHANGE ORDER REQUEST INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7, ABOVE, CONSTITUTE A WAIVER BY DESIGN-BUILDER OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

.5 Deductive Adjustments. Failure by Design-Builder to submit a timely or proper Change Order Request under circumstances in which submission of a Change Order Request is required shall in no way affect County's right to a deductive Contract Adjustment on account of such circumstances.

7.6.3 Formal Notice of Essence. Design-Builder recognizes and acknowledges that timely submission of a formal Notice of Change and Change Order Request, whether or not the circumstances of the Change may be known to the County or available to County through other means, is not a mere formality but is of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Changes. Any form of informal notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of Paragraph 7.6.1, above, and Paragraph 7.6.2, above, shall accordingly be insufficient.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

7.7 PRICING

7.7.1 Basis of Calculation.

.1 Changes Not Involving Time. Contract Adjustments to the Contract Sum on account of Compensable Changes or Deleted Work, other than Contract Adjustments to the Contract Sum for Compensable Delay, shall be calculated, by one of the following methods:

(1) Lump Sum. By mutual acceptance of a lump sum proposal from Design-Builder based solely on Allowable Costs and Allowable Markups properly itemized and supported by sufficient substantiating data to permit evaluation.

(2) Unit Prices. By the unit prices set forth in the Design-Build Contract or such other unit prices as are subsequently and mutually agreed to in writing between the County and Design-Builder, with no amount added thereto for Allowable Markups.

(3) Estimating Guides. For Compensable Changes with respect to which County has elected to make a unilateral and final determination pursuant to Paragraph 7.7.11, below, by the sum of all the following: (1) the reasonable value of materials and equipment documented as having been actually incorporated into the Work, which reasonable value may be less but shall never be more than Design-Builder's actual Allowable Costs therefor; (2) an estimate of the reasonable costs of labor, installation and other services using the lower of the estimated prices for the locale of the Project (or if prices are not reported for the locale of the Project, the estimated prices that are reported for the region in which the Project is located) as reported in the following recognized estimating guides: (a) R. S. Means Company, Inc. Building Construction Cost Data, Western Region - Latest Edition, P.O. Box 800 Kingston, MA 02364-800; or (b) Lee Saylor, Inc. Current Construction Costs - Latest Edition, 9420 Topanga Canyon Boulevard, Woodland Hills, CA 91311, and (3) the applicable Allowable Markups on the sum of the amounts derived from Clauses (1) and (2) of this Subparagraph 7.7.1.1 (3).

(4) Time and Materials. If none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then by the following methods, as applicable:

(a) Compensable Changes. In the case of Compensable Changes the additive amount increasing the Contract Sum shall be calculated by taking (i) the total of the reasonable expenditures by Design-Builder and its Subcontractors and Sub-Consultants, documented in the manner required by Paragraph 7.7.2, below, for Allowable Costs that are actually and directly incurred and paid in the performance of the Compensable Change, not to exceed for any Compensable Change a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed, and (ii) adding thereto the applicable Allowable Markups.

(b) Deleted Work. In the case of Deleted Work, the credit amount used to reduce the Contract Sum shall be calculated by taking: (i) the greater of either (A) the value assigned to the Deleted Work in the Schedule of Values, exclusive of all estimated markups by Design-Builder and any Subcontractor or Sub-Consultant for overhead and profit (or, if insufficient detailed information on costs, overhead and profit for the Deleted Work is explicitly assigned in the Schedule of Values, as derived from the cost, bidding and/or estimating information that formed the basis for the establishment of the values set forth in such Schedule of Values); or (B) a reasonable estimate of the value (based on savings of Allowable Costs only) of the Deleted Work (exclusive of any markups for overhead or profit) as of the date that the Design-Build Proposal was submitted by Design-Builder plus (ii) a credit for any overhead and profit by Design-Builder and its Subcontractors or Sub-Consultants, of every Tier, on the Deleted Work sufficient to ensure that the amount retained by Design-Builder or any Subcontractor or Sub-Consultant for the Deleted Work does not exceed the amount of Allowable Markup that is permitted to be retained by each, respectively, pursuant to the calculations of applicable credits for Allowable Markups that are set forth in Paragraph 7.7.5, below.

(c) Subcontractors. If Design-Builder has reason to believe that a lump sum or unit price for a Subcontractor's or Sub-Consultant's performance of a portion of Extra Work authorized to be performed on a time and materials basis is available and Design-Builder has reason to believe such price is lower than the price that would

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

be charged by the Subcontractor or Sub-Consultant on a time and material basis, then Design-Builder has an obligation to inform Project Manager of that fact (along with a complete itemized breakdown in accordance with Subparagraph 7.6.2.3 (2), above) so as to afford County the opportunity, on a fully informed basis as to the component Allowable Costs and Allowable Markups that comprise such price, to avail itself of such favorable pricing.

.2 Changes Involving Time. Contract Adjustments to the Contract Sum or Contract Time that are based on an extension of the Contract Time for Compensable Delay or a shortening of the Contract Time due to Deleted Work shall be calculated as stated in the provisions of Section 3.5 of the Design-Build Contract and Article 8, below, with no Allowable Markup thereon for Design-Builder or any Subcontractor or Sub-Consultant, of any Tier. Contract Adjustments that are based on an acceleration in performance of the Work that is ordered by County in writing to overcome a Compensable Delay for which the Design-Builder is entitled to an extension of the Contract Time that has been properly requested and is not granted by County due to a County decision to accelerate rather than extend the Contract Time shall be calculated as stated in Article 8, below. Notwithstanding anything to the contrary herein, the incentive dates for early completion set forth in the Contract Documents shall not be extended due to a Contract Adjustment to the Contract Time, unless an extension of those incentive dates is specifically approved by the County in writing.

7.7.2 Time and Materials Documentation. Without limitation to any other provisions of the Contract Documents, Design-Builder's right to reimbursement of Allowable Costs incurred by Design-Builder or its Subcontractors or Sub-Consultants in the performance of a Compensable Change for which the Contract Adjustment is agreed between County and Design-Builder to be calculated pursuant to Subparagraph 7.7.1.1 (4), above, ("time and materials") shall be conditioned on Design-Builder's compliance with the following conditions with respect to documentation of the Extra Work that is involved in the performance of the Compensable Change:

.1 Labor. At the close of the Day on which such Extra Work is performed, Design-Builder shall submit to Project Manager and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the actual hours spent in performing the Extra Work the following: the names of the workers, their classifications, hours worked and hourly rates. Such forms shall be certified in writing by Design-Builder's project manager or superintendent at the time of submission that the information contained therein is complete and accurate.

.2 Materials, Equipment. At the close of the Day on which such Extra Work is performed, Design-Builder shall submit to Project Manager and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the materials and equipment used or consumed in the performance of the Extra Work, the following: a list of the materials and equipment, prices or rates charged, in the case of equipment a description of the type of equipment, identification number, and hours of operation (including loading and transportation), and copies of delivery tickets, invoices or other documentation confirmatory of the foregoing.

.3 Other Expenditures. At the close of the Day on which such Extra Work is performed, Design-Builder shall submit to Project Manager and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth a list of other expenditures constituting Allowable Costs incurred in performance of the Extra Work on the Day that the Extra Work was performed, along with documentation verifying the amounts thereof in such detail as County may require.

.4 Subsequent Documentation. Documentation not available on the Day that the Extra Work is performed shall be submitted as soon as they are available but not later than twenty-one (21) Days after the earlier of the Day of delivery or incorporation of the particular item of Extra Work at the Site.

.5 Subcontractor, Sub-Consultant Costs. Extra Work performed by Subcontractors and Sub-Consultants shall be performed on a time and materials basis and documented in the same manner as required of Design-Builder under this Paragraph 7.7.2 and shall not, unless approved in writing by Project Manager, be based on lump sum or unit price; provided, however, that if Design-Builder has reason to believe that a lump sum or unit price for a Subcontractor's or Sub-Consultant's performance of all or a portion of Extra Work authorized by County to be performed by Design-Builder on a time and materials basis is available and Design-Builder has reason to believe such price is lower than the price that would be charged by the Subcontractor or Sub-Consultant on a time and material basis, then Design-Builder has an obligation to inform Project Manager of that fact (along with a complete itemized breakdown in the accordance with Subparagraph 7.6.2.3 (2), above) so as to afford County the opportunity to avail itself of such favorable pricing. If County

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

approves of such lump sum price, then Design-Builder shall submit in lieu of the documentation otherwise required by this Subparagraph 7.7.2.5, such documentation as may be requested by Project Manager confirming the Extra Work performed on any given Day.

.6 Authentication. In addition to the foregoing, County may require that Design-Builder comply with other reasonable requirements pertaining to observation and verification of time and materials work and authentication of time and material tickets and invoices by persons designated by County for such purpose.

.7 Waiver by Design-Builder. The failure of Design-Builder to submit authentication of costs in the manner required by this Paragraph 7.7.2 shall, if County elects in its reasonable discretion to treat it as such, constitute a waiver by Design-Builder of any right to a Contract Adjustment to the Contract Sum for the Allowable Cost of all or that portion of the Extra Work covered by such non-authenticated costs.

7.7.3 Allowable Costs. The term "Allowable Costs" means, and is limited to, the costs that are (1) listed in this Paragraph 7.7.3 and (2) not listed in Paragraph 7.7.4, below:

.1 Labor. Straight-time wages and overtime wages specifically authorized by Project Manager in writing, for employees employed at the Site, or at fabrication sites off the Site. The use of labor classification which would increase the Allowable Costs for Extra Work will not be permitted unless Design-Builder establishes the necessity for such additional costs. Overtime wages and salaries shall only constitute an Allowable Cost to the extent permitted by the Contract Documents and only as specifically authorized by Project Manager in writing setting forth the amount of overtime anticipated, which amount shall be deemed the maximum amount of overtime reimbursable as an Allowable Cost.

.2 Benefits. To the extent based on wages reimbursable under Subparagraph 7.7.3.1, above, net actual employer costs of payroll taxes (FICA, Medicare, SUTA, FUTA), insurance (as adjusted for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, or the like), health and welfare, pension, vacation, apprenticeship funds and benefits, Labor Compliance Program or lawful collective bargaining agreements. Design-Builder shall reduce its standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes.

.3 Materials. Costs of materials used or consumed in the Work at a price that is competitive to the price charged for similar materials delivered within the general vicinity of the Site by other subcontractors, suppliers, manufacturers and distributors. Cost for any such item that is not new shall mean "fair market value" based on the estimated price a reasonable purchaser would pay to purchase the used material at the time it was used or consumed for the Work, which fair market value must be declared by Design-Builder and approved by County prior to such use or consumption.

.4 Taxes. Sales taxes on the costs of the materials described in Subparagraph 7.7.3.3, above.

.5 Equipment Rental. Rental charges for necessary machinery and equipment, exclusive of hand tools, whether rented from Design-Builder or others. Such rental charges shall be the lowest of at least two (2) bona fide price quotations provided to Design-Builder from reputable equipment suppliers to validate the reasonableness of the rental rates charged. No charge shall be allowed or credit required for items which have a replacement value of One Hundred Dollars (\$100) or less. The projected usage for each item of equipment proposed to be rented and estimated total rentals therefor shall be submitted to Project Manager in advance of usage of such equipment so that County may make an informed decision on whether to rent or purchase such equipment. The allowable rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. If equipment used for Extra Work is used intermittently and, when not in use, could be returned to its rental source at less expense to County than holding it at the Site, it shall be returned, unless Design-Builder elects to keep it at the Site at no expense to County. Under no circumstances shall the aggregate rentals chargeable for any item of equipment that is owned by the Design-Builder or any company affiliated with Design-Builder exceed 75% of the fair market value thereof at the time of its first use for the Work, which fair market value must be declared by Design-Builder and approved by Project Manager prior to the first use thereof for the Work. All equipment shall be acceptable to County, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

at least the minimum rating recommended by the manufacturer. Cost of major repairs or overhaul of rented equipment or machinery shall be deemed a cost of business of the lessor of such equipment or machinery and shall not be reimbursable as an Allowable Cost.

.6 Royalties, Permits. Costs of royalties and permits.

.7 Insurance, Bonds. Costs of insurance and bonds required to be furnished by Design-Builder under the terms of the Contract Documents; provided, however, that such additional costs chargeable for Extra Work or credited for Deleted Work shall not exceed one percent (1%) of the costs described in Subparagraphs 7.7.3.1 through 7.7.3.6, above.

.8 Additional Design Services. Fees and related costs added or saved related to the performance of architectural, engineering or other professional services (other than professional services required to correct, or due in whole or in part to, conditions in the Design Documents prepared by Design-Builder or its Sub-Consultants constituting errors, omissions, conflicts, ambiguities or violations of Applicable Laws); provided, however, that: (1) fees for services performed on an hourly basis shall not exceed those customarily charged by design professionals providing comparable services for public works projects; (2) hourly services shall be charged based on actual costs to the Design-Builder and Sub-Consultant without any increase or surcharge by Design-Builder or by any Sub-Consultant, for mark ups or multipliers applied to direct personnel expenses (all of which shall be deemed covered by the Allowable Markups); and (3) reimbursement of out-of-pocket costs or expenses limited to such reimbursables and such amounts as are reasonable customarily charged by the Sub-Consultant to its public sector clients, without any increase or surcharge, at any Tier of Sub-Consultant, for mark ups or multipliers.

7.7.4 Costs Not Allowed. Allowable Costs shall not include any of the costs associated with any of the following:

- .1 superintendent(s);
- .2 assistant superintendent(s);
- .3 project engineer(s);
- .4 project manager(s);
- .5 scheduler(s);
- .6 estimator(s);
- .7 drafting or detailing;
- .8 vehicles not dedicated solely to the performance of the Work;
- .9 small tools with a replacement value not exceeding One Hundred Dollars (\$250);
- .10 office expenses, including staff, materials and supplies;
- .11 on-Site and off-Site trailer and storage rental and expenses;
- .12 Site fencing not added solely due to the performance of Extra Work;
- .13 utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment;
- .14 computer and data-processing personnel, equipment and software;
- .15 federal, state or local business, income and franchise taxes;

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.16 costs arising from or related to Delay, whether incurred by Design-Builder or a Subcontractor or Sub-Consultant, of any Tier; and

.17 costs and expenses of any kind or item not specifically and expressly included in Paragraph 7.7.3, above.

7.7.5 Allowable Markups. In determining the cost to the County and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in Exhibit "B," regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work

7.7.6 Review of Markups. It is Design-Builder's responsibility to review information submitted by Subcontractors and Sub-Consultants to ensure that all markups comply with the requirements of the Contract Documents. Payment by the County of markups that exceed Allowable Markups shall not be considered as a waiver by County of the right to require repayment by Design-Builder of any markup charged that is in excess of Allowable Markups and such excess amounts shall be promptly paid by Design-Builder to County.

7.7.7 Exclusions and Limitations. Neither Design-Builder nor any Subcontractor or Sub-Consultant, of any Tier, is entitled as part of a Contract Adjustment to an Allowable Markup or any other markup or multiplier of any kind, on:

- .1 agreed unit prices;
- .2 County Furnished Materials;
- .3 compensation payable pursuant to Section 3.5 of the Design-Build Contract for Compensable Delay; or
- .4 any Allowable Cost or other compensation or cost with respect to which the Contract Documents state that there shall be "no Allowable Markup", "no markup for overhead and profit" or words of similar meaning.

7.7.8 Net Allowable Costs. If any single Change or collection of Changes in the same or related portions of the Work, or in multiple portions of Work covered by a single bulletin or instruction by County, Project Manager or a County Consultant, involves both additive adjustments (for Compensable Change or Compensable Delay) and deductive adjustments (for Deleted Work), then the computation of the Allowable Costs added or credited for purposes of calculating and applying Allowable Markups shall be based on the net difference.

7.7.9 Unit Prices. Unless otherwise stated in the Contract Documents, unit prices stated in the Contract Documents or subsequently agreed upon by County and Design-Builder shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the Contract Documents is based on an estimated quantity established by County in the Design-Build Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Sum, shall be made upon demand of either County or Design-Builder. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the variation above 125% or below 75% of the estimated quantity.

7.7.10 Discounts. For purposes of determining Allowable Costs of a Compensable Change, all trade discounts, rebates, refunds, and returns from the sale of surplus materials and equipment shall accrue and be credited to County, and Design-Builder shall take all necessary steps to ensure that such discounts, rebates, refunds and returns are secured.

7.7.11 Prompt Pricing. It is fundamental to the County's objective of controlling costs that performance of Compensable Changes on a time and materials basis of compensation and without a not-to-

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

exceed price be limited to circumstances where it is impractical, without causing Delay to the Work, for Design-Builder to obtain competitive fixed or not-to-exceed prices pursuant to the regular pricing processes provided for by the Contract Documents. Design-Builder recognizes that prompt pricing by Design-Builder is critical to this objective. Accordingly, in addition to and without limitation on any of the County's other rights or remedies, including, without limitation, its right to enforce a waiver under Subparagraph 7.6.2.4, above, it is agreed that if Design-Builder fails to timely submit a complete Change Order Request in accordance with Paragraph 7.6.2, above, with respect to any circumstance, event or occurrence constituting a Compensable Change: (1) any Delay to the performance of the Work associated with the performance, delayed performance or nonperformance of such Compensable Change shall be conclusively deemed to be an Unexcused Delay; and (2) the County shall have the option, exercised in its sole discretion, to unilaterally fix and determine the amount of the compensation payable to Design-Builder for such Compensable Change based on the "estimating guide" method set forth in Subparagraph 7.7.1.1 (3), above, which determination shall be conclusively final and binding upon Design-Builder.

7.7.12 Final Payment. No Claim by Design-Builder for adjustment to the Contract Sum shall be allowed if asserted after Final Payment.

7.7.13 Full Resolution. Except as otherwise stated in Paragraph 7.7.14, below, the signing of a Change Order by Design-Builder and the Board of Supervisors or its authorized designee shall be conclusively deemed to be a full resolution, settlement and accord and satisfaction with respect to any and all Loss and Delay related to the subject matter of the Change Order including, without limitation, all rights to recovery of costs, expenses or damages for delay, disruption, hindrance, interference, extended or extraordinary (direct and indirect) overhead, multiplicity of changes, loss of productivity, labor, wage or material cost escalations, inefficiency, legal expenses, consultant costs, interest, lost profits or revenue, bond and insurance costs, changes in taxes and other similar and related Losses. The foregoing provisions of this Paragraph 7.7.13 shall, whether or not they are expressly stated or referenced on the face of a Change Order, be deemed to be to be part of the terms of the Change Order and shall be deemed to supersede and govern over any other provision contained in any proposal, estimate or other documents attached to or referenced in such Change Order that conflicts with the provisions of this Paragraph 7.7.13.

7.7.14 Reserved Rights. Change Orders shall be executed by Design-Builder without any express reservation of rights by Design-Builder to reserve for the future the assertion of any right of recovery from the County for Loss or Delay arising out of or relating to the subject matter of the Change Order. Execution of a Change Order, Unilateral Change Order or Field Order shall not be interpreted as a waiver, release or settlement of any rights or claims that the County may have for any of the following: (1) Defective Work; (2) liquidated damages or actual Losses for Delay; or (3) recoupment by County (by way of withholding of funds, set off or recovery from Design-Builder) of amounts paid by County for costs or markups on costs that the County discovers, following payment of such amounts to Design-Builder, do not constitute proper charges to County, or that constitute charges that are not properly substantiated, under the terms of the Contract Documents.

7.7.15 No "Total Cost" Calculations. Design-Builder represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records meeting the requirements of the Uniform Construction Cost Accounting Act that, if required, will reflect the actual costs of the Work incurred or avoided for multiple items of Compensable Change and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused Compensable Delays on the progress of the Work. Accordingly, Design-Builder agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual Allowable Costs associated with each individual Compensable Change or Compensable Delay. Unless otherwise agreed to by County in writing in the exercise of its sole discretion, Change Order Requests and Claims shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to establish Design-Builder's entitlement to additional compensation inferentially based, solely or principally, on the difference between Design-Builder's total costs for the Work or a portion of the Work and its original estimate of costs for performance of the Work.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

7.7.16 **Multiple Changes.** The County reserves the absolute right to make whatever Changes, including, without limitation, Compensable Changes or Deleted Work, that it determines, in its sole discretion, are necessary or otherwise desirable. Under no circumstances shall the individual or cumulative number, value or scope of such Changes, or their individual and cumulative impact on the Work, become a basis for Design-Builder to assert any claim for breach of contract, abandonment, rescission, termination, cardinal change or reformation of the Design-Build Contract, nor shall such circumstances be the basis for Design-Builder, or any of the Subcontractors or Sub-Consultants, of any Tier, to assert a right of recovery of any Loss if such right is not permitted by, or is in excess of that allowed under, the Contract Documents.

7.7.17 **Continuous Performance.** Subject to Design-Builder's rights under Section 14.4, below, no dispute or disagreement with respect to any Changes or Delay, including, without limitation, disputes over Design-Builder's right to or the terms of a Contract Adjustment, shall relieve or excuse Design-Builder from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Changes.

7.8 ALLOWANCES

7.8.1 **Contract Sum.** Design-Builder shall include in the Contract Sum all Allowances that are required to be included in the Work under the terms of the Contract Documents.

7.8.2 **Selection by County.** Items covered by Allowances shall be supplied for such amounts and by such persons or entities as Project Manager may direct. Subject to Paragraph 2.1.3, above, selections that are required to be made by County under an Allowance shall be done promptly by County to avoid Delay in the Work.

7.8.3 Contract Adjustments.

.1 **Costs Included in Allowance.** Unless otherwise stated in the Allowance: (1) "materials only" Allowances shall be deemed to include all costs and markups by Subcontractors for the materials only, complete and delivered at the Site, inclusive of all required taxes and less applicable trade discounts; and (2) "materials and labor" Allowances shall be deemed to include all costs and markups by Subcontractors and Sub-Consultants for all labor, equipment, materials and other services and work required to be expended by Subcontractors and Sub-Consultants to perform the Work covered by the Allowance, inclusive of all required taxes and less applicable trade discounts.

.2 **Adjustment to Contract Sum.** Whenever the Allowable Costs plus Allowable Markups thereon to perform Work covered by an Allowance are more or less than the stated amount of the Allowance, the Contract Sum shall be adjusted (increased or decreased) pursuant to a Change Order or Unilateral Change Order by the amount of such difference.

.3 **Documentation.** A request by Design-Builder for a Contract Adjustment pursuant to this Section 7.8 shall be accompanied by documentation of the actual Allowable Costs and Allowable Markups incurred and charged for the performance of the entire body of Work covered by the Allowance, in a form sufficient to demonstrate to Project Manager's reasonable satisfaction the amount of the Contract Adjustment to which Design-Builder is entitled under the terms of this Section 7.8.

ARTICLE 8 CONTRACT TIME

8.1 COMMENCEMENT AND COMPLETION

8.1.1 **Date of Commencement.** The Date of Commencement shall not be postponed by the failure of Design-Builder or of persons or entities for whom Design-Builder is responsible to perform an obligation. Design-Builder shall not knowingly, except by agreement or instruction of the County in writing, commence operations on the Site or elsewhere prior to receipt of a Notice to Proceed with Construction. Design-Builder shall not commence any Work at the Site prior to its obtaining the insurance required by Section 11.1, below, and the Performance

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

Bond and Payment Bond required by Section 11.8, below, and the Date of Commencement of the Work shall not be changed by the effective date of such insurance or bonds.

8.1.2 **Contract Time.** Design-Builder shall proceed expeditiously with adequate forces and shall achieve completion of the Final Construction Documents, Substantial Completion and Final Completion within the Contract Time, as adjusted for extensions of time duly permitted, authorized and noticed pursuant to Section 8.2, below.

8.1.3 **Adjustments to Contract Time.** Subject to the limitations set forth in this Article 8 and elsewhere in the Contract Documents, the Contract Time shall be extended for Compensable Delays and Excusable Delays and shall, where appropriate, be shortened for Deleted Work.

8.2 DELAYS AND EXTENSIONS OF TIME

8.2.1 Adjustments to Contract Time.

.1 **Extensions.** Provided that Design-Builder has complied with the provisions of this Section 8.2 (including, without limitation, the requirements pertaining to timely delivery of a Notice of Delay and Request for Extension), if, as a result of Excusable Delay or Compensable Delay to the actual, as-built activities leading to achievement of Substantial Completion, Design-Builder is unable to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, then the Contract Time for completion of Final Construction Documents and/or Substantial Completion of the overall Work shall be extended, either by Change Order or Unilateral Change Order, for the length of the proven, resulting Delay to Design-Builder's ability to complete the Final Construction Documents and/or Substantially Complete the Work within the Contract Time. The Contract Time shall not be adjusted for Unexcused Delays. In no event shall an extension of Contract Time function to extend the Early Completion Incentive dates set forth in the RFQ, unless expressly authorized in writing by the Board of Supervisors.

.2 **Shortening.** Design-Builder shall within ten (10) Days after receiving notice of Deleted Work prepare and deliver to County an evaluation of the impact of the Deleted Work upon the schedule to determine if the Contract Time should be shortened thereby and if so the duration of the shortening. If the County and Design-Builder are unable to agree upon the duration of the shortening, then County shall make a Good Faith Determination of the reasonable amount of time that the Contract Time shall be shortened on account of such Deleted Work.

.3 Prescribed Calculations.

Dry Out Time Calculations. Contract Adjustments to the Contract Time that are based upon unusual precipitation that is an Act of God as defined in Paragraph 1.1.2, above, shall include, in addition to the number of Days of Excusable Delay to which Design-Builder is entitled due to a cessation of Work that occurs at the Site while the unusual precipitation is occurring, an additional extension for the Delay to the critical path of activities affecting Substantial Completion that is the result of Design-Builder being unable, after cessation of the unusual precipitation at the Site, to proceed with performance of Work due to wet or muddy conditions at the Site (hereinafter referred to as "dry out" time); provided, however, that the amount of dry out time for which Design-Builder is entitled to an extension of time in any given calendar month shall not exceed the number of Days that is the product derived by multiplying (a) the number of Days of Excusable Delay to which Design-Builder is entitled due to a cessation of Work that occurs at the Site while such unusual precipitation is occurring, by (b) a fraction, the (i) numerator of which is the number of Days of Excusable Delay due to measurable unusual precipitation occurring at the Site during such calendar month that constitutes an Act of God as defined in Paragraph 1.1.2, above, and (ii) the denominator of which is the total number of Days of measurable precipitation occurring at the Site during said calendar month (including both the number of Days comprising the normal, 10-year monthly average of measurable precipitation recorded by NOAA and the excess, or unusual precipitation that constitutes an Act of God as defined in Paragraph 1.1.2, above).

8.2.2 Notice of Delay.

.1 **Submission.** Design-Builder shall submit written Notice of Delay to Project Manager if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

an Excusable Delay or Compensable Delay or other matter that may involve or require a Contract Adjustment extending the Contract Time. Such notice shall be provided prior to performance of the Work affected or involved and no later than seven (7) Days after the Discovery Date of such circumstance.

.2 Form. Notices of Delay shall be provided using forms furnished by Project Manager or, if requested by Project Manager, using forms furnished by Design-Builder that are approved by Project Manager. Failure by Project Manager to request or approve a particular form shall not relieve Design-Builder of its obligation to provide Notice of Delay in a written form that complies with the requirements of this Paragraph 8.2.2.

.3 Content. Each Notice of Delay in order to be considered complete shall include:

(1) a general statement of the circumstances giving rise to the Notice of Delay (including, without limitation, identification of any related Field Order);

(2) a Reasonable Order of Magnitude Estimate by Design-Builder of any related Contract Adjustments extending the Contract Time; and

(3) if such circumstances involve a right to a Contract Adjustment to the Contract Sum for Compensable Change that has not been waived by Design-Builder, Design-Builder shall include, if not previously provided, a complete and timely Notice of Change.

.4 Waiver by Design-Builder. FAILURE BY DESIGN-BUILDER TO PROVIDE A COMPLETE AND TIMELY NOTICE OF DELAY UNDER CIRCUMSTANCES WHERE A NOTICE OF DELAY INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7, ABOVE, CONSTITUTE A WAIVER BY DESIGN-BUILDER OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OR RELATED TO SUCH DELAY BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

.5 Adjustments Shortening Time. Failure by Design-Builder to submit a timely or proper Notice of Delay under circumstances in which a Notice of Delay is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

8.2.3 Request for Extension.

.1 Submission. With respect to any matter that may involve or require an adjustment extending the Contract Time, Design-Builder shall, within fourteen (14) Days after receipt by Project Manager of a Notice of Delay pursuant to Paragraph 8.2.2, above, submit to County a written Request for Extension.

.2 Form. Requests for Extension shall be provided using forms furnished by Project Manager or, if requested by Project Manager, using forms furnished by Design-Builder that are approved by Project Manager. Failure by Project Manager to request or approve a particular form shall not relieve Design-Builder of its obligation to provide Requests for Extension in a written form that complies with the requirements of this Paragraph 8.2.3.

.3 Content. Each Request for Extension in order to be considered complete shall include:

(1) a detailed description of the circumstances giving rise to the request for Contract Adjustment to the Contract Time and an Analysis (a Request for Extension that seeks an extension for more than one Delay shall be supported by a separate Analysis for each separate Delay); and

(2) if such circumstances involve a right to a Contract Adjustment of the Contract Sum on account of Compensable Change that has not been waived by Design-Builder, Design-Builder shall include, if not previously provided, a complete and timely Change Order Request.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.4 Waiver by Design-Builder. FAILURE BY DESIGN-BUILDER TO PROVIDE A COMPLETE AND TIMELY REQUEST FOR EXTENSION UNDER CIRCUMSTANCES WHERE A NOTICE OF CHANGE INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.3 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7, ABOVE, CONSTITUTE A WAIVER BY DESIGN-BUILDER OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OR RELATED TO SUCH DELAY BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE AVAILABLE UNDER APPLICABLE LAWS.

.5 Adjustments Shortening Time. Failure by Design-Builder to submit a timely or proper Request for Extension under circumstances in which a Request for Extension is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

8.2.4 Response by County. After receipt of a timely and complete Request for Extension, County shall investigate the facts concerning the cause and extent of such Delay and, depending on whether the Request for Extension is justified, will notify Design-Builder of its approval or disapproval of all or a portion of Design-Builder's request. Extensions of time approved by County shall apply only to that portion of the Work affected by the Delay, and shall not apply to other portions of Work not so affected.

8.2.5 Formal Notice of Essence. Design-Builder recognizes and acknowledges that timely submission of a formal Notice of Delay and a formal Request for Extension, whether or not the circumstances of a Delay may be known to County or available to County through other means, are not mere formalities but are of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Delay. Any forms of informal notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries in monthly reports, daily logs, job meeting minutes, updated Design-Build Schedules or look-ahead schedules), that do not strictly comply with the formal requirements of Paragraph 8.2.2, above, and Paragraph 8.2.3, above, shall accordingly be deemed insufficient to satisfy the notice requirements of this Article 8.

8.2.6 Adjustments to Contract Sum.

.1 Compensable Delay. Contract Adjustments to the Contract Sum for a Compensable Delay that involve an extension of the Contract Time shall be based, without duplication to any other Contract Adjustments to the Contract Sum, on the terms of Section 3.5 of the Design-Build Contract. Contract Adjustments to the Contract Sum for Compensable Delay that involve an acceleration of performance to overcome a Compensable Delay for which the Design-Builder is entitled to an extension of the Contract Time that has been properly requested and is not granted by County due to a County decision pursuant to Subparagraph 8.2.7.3, below, to accelerate rather than extend the Contract Time, shall be calculated, without duplication to any other Contract Adjustments to the Contract Sum, on accordance with the terms of Subparagraph 8.2.7.3, below. Design-Builder agrees to accept the Contract Adjustments provided for in the aforementioned provisions as its sole and exclusive compensation for Compensable Delay and acceleration to overcome Compensable Delay, in lieu of any other right that may exist under Applicable Laws for recovery of Losses, whether incurred by Design-Builder or its Subcontractors and Sub-Consultants, of any Tier.

.2 Deleted Work. A credit shall be given to County reducing the Contract Sum due to Deleted Work that results in a shortening of the Contract Time. Such reduction in the Contract Sum shall be effected by means of a Contract Adjustment that is based on the product derived from multiplying (1) the number of Days that the Contract Time is shortened by (2) the amount of liquidated damages set forth in Section 3.5 of the Design-Build Contract, without any additional credit to County for Allowable Markups.

8.2.7 Acceleration of the Work.

.1 Due to Unexcused Delay. If County makes a Good Faith Determination that Design-Builder's progress in performance of the Work will not achieve Substantial Completion of the Work within the Contract Time as adjusted pursuant to Paragraph 8.2.1, above, then Design-Builder shall, following receipt of a written request by Project Manager conduct a pull session with all involved team members to evaluate opportunities to pull the project production forward to meet the contract milestone dates. All measures necessary, including working overtime, additional shifts,

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

Saturdays, Sundays and holidays, to improve schedule performance to ensure that the Work is performed within the Contract Time shall be taken by Design-Builder and the cost thereof shall be paid for by Design-Builder at Design-Builder's Own Expense. County may also take all other necessary measures to ensure no further Delays affect achievement of Substantial Completion and Final Completion of the Work within the Contract Time and the Design-Builder shall reimburse County, or County may withhold from payment due to Design-Builder, for Losses incurred by County in taking such measures.

.2 Due to Excusable Delay. Design-Builder shall have the right, exercised in its sole discretion, to accelerate performance of the Work to overcome time lost due to Excusable Delay. Such acceleration, if performed other than at the written direction of County, shall be deemed a voluntary acceleration and the cost of such accelerated performance shall be paid for by Design-Builder at Design-Builder's Own Expense. Alternatively, if Project Manager directs in writing that the Work be accelerated to overcome an Excusable Delay that is not concurrent with an Unexcused Delay, then Design-Builder shall be entitled to a Contract Adjustment to the Contract Sum for such acceleration on and subject to the same terms as provided for in Subparagraph 8.2.7.3, below, in the case of an acceleration to overcome a Compensable Delay.

.3 Due to Compensable Delay. County shall have the right, exercised in its sole and absolute discretion, in lieu of granting a Contract Adjustment to the Contract Time for Compensable Delay, to direct in writing the acceleration of the Work by Design-Builder in order to recapture time lost due to such Compensable Delay. The County and Design-Builder shall endeavor prior to commencement of such acceleration to mutually agree upon the amount of compensation to be paid therefor. County shall have the right, in the absence of such an agreement, to direct in writing that Design-Builder accelerate. Design-Builder shall comply with such directive. Design-Builder's right to a Contract Adjustment to the Contract Sum on account of such acceleration shall be limited to (1) the premium time portion of any overtime paid for labor provided by Design-Builder or any Subcontractor or Sub-Consultant, plus (2) additional supervision costs for additional shifts of supervision provided at the Site by Design-Builder only (not by Subcontractors or Sub-Consultants), plus (3) Allowable Markup thereon as provided in Paragraph 7.7.5, above. Except as directed by County in the manner stated in this Subparagraph 8.2.7.3, no statements, conduct or actions by County or Project Manager will be construed as creating an obligation on the part of County to agree to a Contract Adjustment to the Contract Sum on account of any cost of overtime or other costs associated with an acceleration of the Work to recapture time lost due to Compensable Delay.

8.2.8 Concurrent Delays. For purposes of the calculations provided for in this Paragraph 8.2.8, the term "concurrent Delay" means the portion of two or more Delays affecting the Substantial Completion that are overlapping or co-existent. Design-Builder's right to a Contract Adjustment of the Contract Time (pursuant to Subparagraphs 8.2.8.1, 8.2.8.2 and 8.2.8.3, below) and Contract Sum (pursuant to Subparagraphs 8.2.8.4, 8.2.8.5 and 8.2.8.6, below) shall, in the case of concurrent Delays, be calculated in accordance with the following:

.1 If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of Days from the commencement of the first Delay to the cessation of the Delay which ends last.

.2 If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay or Compensable Delay exceeds the number of Days of such Unexcused Delay.

.3 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay and Compensable Delay, as determined pursuant to Subparagraph 8.2.8.1, above, exceeds the number of Days of such Unexcused Delay.

.4 If an Unexcused Delay occurs concurrently with a Compensable Delay, the maximum period of time for which Design-Builder shall be entitled to a Contract Adjustment to the Contract Sum in accordance with Section 3.5 of the Design-Build Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.5 If a Compensable Delay occurs concurrently with an Excusable Delay, the maximum period of time for which Design-Builder shall be entitled to a Contract Adjustment to the Contract Sum in accordance with Section 3.5 of the Design-Build Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Excusable Delay.

.6 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum period of time for which Design-Builder shall be entitled to a Contract Adjustment to the Contract Sum in accordance with Section 3.5 of the Design-Build Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.

8.2.9 **Delay Claims.** Claims by Design-Builder relating to disputed Contract Adjustments due to Delay shall be made in accordance with applicable provisions of Section 4.4, above.

8.2.10 **Exercise of County Rights.** Notwithstanding any other provision of the Contract Documents to the contrary, County's exercise in accordance with the Contract Documents of any of its rights or remedies permitted by Applicable Laws or the Contract Documents in response to a failure by Design-Builder or any Subcontractor or Sub-Consultant to comply with the Contract Documents shall not, under any circumstances, entitle Design-Builder to a Contract Adjustment.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 PAYMENTS BY COUNTY

9.1.1 **Time for Payment.** Subject to the rights of withholding and nullification as set forth elsewhere in this Article 9, County, shall make payment of undisputed sums due to Design-Builder upon Applications for Payment within thirty (30) Days after receipt of an Application for Payment that has been properly prepared and timely submitted by the Design-Builder in accordance with the Contract Documents and for which a Certification for Payment had been issued by the Project Manager and signed by the Construction Administrator approving of such payment.

9.1.2 **Not Acceptance.** No approval, inspection or use of, or payment for, the Work by County or by any person or entity acting on County's behalf shall constitute acceptance of Work that is not in accordance with the Contract Documents or a waiver of any of County's rights under the Contract Documents.

9.1.3 **Interest.** If County fails to make payment of an undisputed sum due as a Progress Payment to the Design-Builder as required by this Article 9, County shall pay interest to the Design-Builder equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure §685.010. The number of Days available to the County to make payment without incurring such interest shall be reduced by the number of Days by which the County exceeds the seven (7) Day response time applicable to the County set forth in Section 9.5, below.

9.1.4 **Disputed Payments.** Subject to Design-Builder's rights under Section 9.8, below, no good faith dispute or disagreement between County and Design-Builder with respect to the amount of any payment claimed due by Design-Builder shall relieve or excuse Design-Builder from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

9.2 APPLICATIONS FOR PAYMENT

9.2.1 **Submission by Design-Builder.** Applications for Payment requesting Progress Payment shall be properly prepared and submitted by Design-Builder to County once a month on the first (1st) Day of the month. If the first (1st) Day of the month is a weekend or Holiday, the Application for Payment shall be submitted on the next working day.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

9.2.2 Period of Application. The period covered by each such Application for Payment requesting Progress Payment shall be one calendar month ending on the last day of the month immediately prior to that month in which such Application for Payment is submitted.

9.2.3 Schedule of Values. Each Application for Payment shall be accompanied by a Schedule of Values prepared and submitted in accordance with the requirements of the Contract Documents, including, without limitation, the provisions of Section 9.3, below.

9.2.4 Changes in Work. Applications for Payment may include requests for payment on account of Compensable Changes in the Work which have been properly authorized by Change Order or Unilateral Change Order.

9.2.5 Progress Payments. Applications for Payment requesting Progress Payments shall be based on amounts calculated in accordance with the provisions of Section 9.4, below.

9.2.6 Percentage Completion. Applications for Payment requesting Progress Payments shall indicate the Design-Builder's estimate of the percentage of completion of each line item listed in the Schedule of Values as of the end of the period covered by the Application for Payment.

9.2.7 Disagreements. In the event of a disagreement between County and Design-Builder over the accuracy or reasonableness of the Design-Builder's percentage estimates contained in the Application for Payment, the County shall make a Good Faith Determination of the percentage, which percentage shall then be inserted by Design-Builder in the Application for Payment and the Application for Payment submitted, or resubmitted, incorporating such revision.

9.2.8 Substantial Completion. For the sole purpose of the percentage calculation set forth in Paragraph 9.2.6, above, and for no other purpose, the Work shall be deemed one hundred percent complete upon Substantial Completion and the amount released to Design-Builder shall, subject to County's right to withhold pursuant to Section 9.6, below, be a sum sufficient to increase the total of Progress Payments to Design-Builder to ninety-five percent (95%) of the Contract Sum.

9.2.9 Certification by Design-Builder. Each Application for Payment that is submitted by Design-Builder shall be signed by Design-Builder with a certification by Design-Builder to County that: (1) the data comprising the Application for Payment is accurate and the Work has progressed to the point indicated; (2) to the best of Design-Builder's knowledge, information and belief, the Work is in accordance with the Contract Documents; (3) Design-Builder is entitled to payment in the amount certified; and (4) all sums previously applied for by Design-Builder on account of the Work performed by the Subcontractors and Sub-Consultants and that have been paid by County have been paid to the Subcontractors and Sub-Consultants performing such Work, without any retention, withholding or back charge by Design-Builder.

9.2.10 Stored Materials. County may, in the exercise of its sole and absolute discretion, approve or disapprove for inclusion in Design-Builder's Application for Payment the cost of materials to be incorporated, but not yet incorporated, in the Work and delivered and suitably stored either at the Site or at some other appropriate location acceptable to the County. As part of any request for such approval, Design-Builder shall furnish evidence satisfactory to County: (1) of the cost of such materials; (2) that such materials are under the exclusive control of Design-Builder, or if not, that title to the materials is in the County, free of any lien or encumbrance; and (3) with respect to materials stored off-Site, that the materials are safely and suitably stored in a bonded warehouse with appropriate insurance coverage satisfactory to County. No payment or approval by County pursuant to this Paragraph 9.2.10 shall (a) be construed as an inspection or acceptance of the materials; (b) relieve Design-Builder of its continuing and sole responsibility for the care and protection of, and sole responsibility for any Loss to, such materials, from any cause whatsoever; or (c) operate as a waiver of rights by County.

9.2.11 Title. Design-Builder warrants that title to all the Work covered by an Application for Payment will pass to County no later than the time of payment. Design-Builder further warrants that upon

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

submittal of an Application for Payment all Work for which approval for payment has been previously issued by County shall, to the best of Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Design-Builder, the Subcontractors, Sub-Consultants, or other persons or entities making a claim by reason of having provided labor, materials, equipment and services for the Work.

9.3 SCHEDULE OF VALUES

9.3.1 Initial Submission. Within thirty (30) Days after receipt by Design-Builder of the Notice of Intent to Award, Design-Builder shall submit to County a Schedule of Values, prepared in a form and incorporating a level of detail satisfactory to County, that allocates the Contract Sum to various portions of the Work, including, without limitation, each portion of the Work to be performed by Design-Builder or a Subcontractor or Sub-Consultant, discrete categories of direct (i.e., on-Site) overhead costs (sometimes referred to as "general conditions costs"), Design-Builder overhead and profit and amounts reserved for contingencies.

9.3.2 Balanced Allocation. The Schedule of Value shall be balanced, reflecting in each line item Design-Builder's estimated or actual cost commitments for the category of Work included in the line item and a proportionate share of Design-Builder's overhead and profit. Techniques, such as "front-end loading", designed to create an imbalanced cash flow are strictly prohibited.

9.3.3 Line Item Estimates. Line item values stated in the Schedule of Values that are based on Design-Builder's estimates, rather than actual subcontract prices, shall be identified as such and replaced with actual subcontract prices when they become available as the subcontracting process progresses.

9.3.4 Updating. The Schedule of Values shall be updated by Design-Builder each month as necessary to reflect the Design-Builder's actual progress in subcontracting the Work. An updated Schedule of Values shall be attached to each Application for Payment.

9.3.5 Substantiation. Design-Builder shall provide such data as Project Manager or County may reasonably require to substantiate that the Schedule of Values has been prepared in conformance with the requirements of the Contract Documents. Failure to provide such substantiation shall result in the Schedule of Values being deemed incomplete and unapproved by Project Manager or County for use by Design-Builder in submitting its Applications for Payment.

9.3.6 Corrections. If corrections are required in order to make the Schedule of Values comply with the requirements of the Contract Documents, such corrections shall be made as a condition of the Design-Builder's Application for Payment being considered properly prepared, submitted and complete.

9.3.7 Changes to Work. Costs involved in the performance of Work covered by Change Orders, Unilateral Change Orders or Field Orders shall be, at the option of County, either separately scheduled or incorporated as adjustments to the respective trade lines of Work to which they apply. Except as otherwise expressly required by Article 7, above, the Schedule of Values shall not be utilized by Design-Builder as a basis for calculating Contract Adjustments.

9.3.8 Applications for Payment. The Schedule of Values prepared by Design-Builder in accordance with the requirements of the Contract Documents shall be used as a basis for Project Manager's and Construction Administrator's review and approval or disapproval of Applications for Payment.

9.4 PROGRESS PAYMENTS

9.4.1 Progress Payment Amount. Subject to the other provisions of the Contract Documents, the amount of each Progress Payment requested in an Application for Payment shall be computed as follows:

.1 take a proportional amount of the Design Fee (as a component of the Contract Sum) that has been earned for the design portion of the Work, which amount shall be based on the product derived by multiplying (1) the Design

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

Fee by (2) the percentage completion achieved by Design-Builder of each phase of the design portion of the Work consistent with the following payment schedule for design services (specific percentages to be negotiated between the Design-Build Entity and the County): (a) schematic design phase: ___%; (b) completion of Design Development phase ___%; (c) 25% completion of Construction Documents: ___%; (c) 50% completion of Construction Documents: ___%; and (d) completion of Final Construction Documents: ___%.

.2 add a proportional amount of the balance of the Contract Sum for the non-design portion of the Work (i.e., the difference of the Contract Sum less the Design Fee), that is earned, which amount shall be determined by taking a proportional amount of the dollar value assigned for each trade line item of non-design Work listed in the Schedule of Values based on the product derived by multiplying (1) said assigned dollar value by (2) the percentage completion of such trade line item of non-design Work, less a retention of five percent (5%);

.3 add that portion of the Contract Sum that is allocable to materials and equipment approved by County pursuant to Paragraph 9.2.10, above, and suitably stored at the Site or at a location off-Site, less a retention of five percent (5%);

.4 subtract the aggregate of previous payments made by the County, and

.5 subtract amounts, if any, that County is entitled to withhold pursuant to an exercise of the right to withhold under Section 9.6, below.

9.4.2 Other Conditions and Documentation. Design-Builder shall submit its Applications for Payment requesting Progress Payments to County using such forms as required by Project Manager. Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper submission, and to Project Manager's and Construction Administrator's approval, of each Application for Payment:

.1 submission of a Schedule of Values that complies with Section 9.3, above;

.2 submission of Design-Builder's certification required by Paragraph 9.2.9, above;

.3 submission of: (1) forms of conditional releases of stop notice and bond rights upon progress payment, complying with California Civil Code §3262(d)(1), for all Work performed during the time period covered by the current Application for Payment, signed by Design-Builder and the Subcontractors and Sub-Consultants, of every Tier; and (2) forms of unconditional release of stop notice and bond rights upon progress payment, complying with California Civil Code §3262(d)(2), for all Work performed during the time period covered by the previous Application for Payment, signed by Design-Builder and the Subcontractors and Sub-Consultants, of every Tier;

.4 compliance by Design-Builder with its obligation for daily maintenance of As Built Drawings as required by Paragraph 3.12.2, above;

.5 compliance by Design-Builder with its obligation for submission of daily reports as required by Paragraph 3.12.3, above;

.6 compliance by Design-Builder with its obligations for submission of scheduling information and updating of the Design-Build Schedule as required by Section 3.11, above, and other provisions of the Contract Documents pertaining to preparation or updating of schedules and scheduling information;

.7 proper payment of prevailing wages as defined in California Labor Code §1720, et seq.;

.8 compliance with the Labor Compliance Program;

.9 timely submission of adequate and complete certified payroll records to the Department of Industrial Relations (DIR) with a copy to the County, as required by the Contract Documents;

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.10 submission of certifications by Design-Builder and the Subcontractors as required by the Labor Compliance Program or Applicable Laws certifying that all employee benefit contributions due and owing have been paid in full;

.11 submission of sales tax information as required by Paragraph 3.8.4, above; and

.12 compliance by Design-Builder with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Design-Builder's right to receive payment for Work performed.

9.5 APPROVAL/REJECTION OF APPLICATION FOR PAYMENT

9.5.1 Review by Project Manager. Subject to County's rights under Paragraphs 9.5.4, and 9.5.5 below, Project Manager shall promptly review Applications for Payment submitted by Design-Builder and provide initial Certification for Payment, approving or disapproving the Application for Payment, in whole or part, within (1) seven (7) Days after receipt by Project Manager of an Application for Payment requesting Progress Payment, and (2) within fourteen (14) Days after receipt by Project Manager of an Application for Payment requesting Final Payment. Upon initial certification of payment, Project Manager shall promptly forward the application of payment to the County for approval by Construction Administrator, processing and final approval of payment within (1) thirty days (30) Days of the initial receipt by Project Manager of an Application for Payment requesting Progress Payment, and (2) within forty-five (45) Days of the initial receipt by Project Manager of an Application for Payment requesting Final Payment.

9.5.2 Disapproval. A Certification for Payment by Project Manager disapproving, in whole or in part, an Application for Payment shall be accompanied by an explanation of the reasons for such disapproval. Failure by Project Manager to specify in its disapproval particular grounds for disapproval of an Application for Payment shall not waive the Project Manager's or County's right to assert such grounds as a basis for any future disapproval, or nullification of Project Manager's prior approval, of that or any other Application for Payment.

9.5.3 Resubmittal by Design-Builder. An Application for Payment that is disapproved by Project Manager shall be corrected and resubmitted by Design-Builder after receipt by Design-Builder of the notice of disapproval. If resubmitted, the resubmitted Application for Payment shall be reviewed and responded to in the same manner as provided in Paragraphs 9.5.1 and 9.5.2, above. If not resubmitted, only the amount, if any, that is approved by Project Manager for payment shall be paid until such time as a proper Application for Payment that includes the disapproved amount has been submitted in another Application for Payment and, upon such resubmittal, approved for payment.

9.5.4 County Nullification. County reserves the right to nullify any prior certification by Project Manager of an Application for Payment that is later found to have not complied with the requirements of the Contract Documents, whether or not such noncompliance was observed or apparent on the face of the Application for Payment, and based on such nullification County may take either of the following actions, as applicable: (1) if the Application for Payment has not yet been paid by County, disapprove of that portion of the Application for Payment that is not in compliance and withhold payment of that sum until the noncompliance is fully rectified, or (2) if the Application for Payment has been paid by County, nullify the Project Manager's prior certification and withhold payment of such disputed amounts in response to future Applications for Payment; provided, however, that in either case the amount of the County's nullification shall be limited to that portion of the amount requested in the Application for Payment that is in dispute and the amount of its withholding from the current or any future Application for Payment shall be limited to the amount nullified plus any additional withholding permitted under Section 9.6, below, to protect County from Loss or threatened Loss.

9.5.5 County Approval. County has the final right to approve or reject an application for payment whether it has been certified or rejected by the Project Manager.

9.5.6 No Waiver by County. Neither approval by County, or Project Manager, or failure by County to exercise its right of nullification with respect to, nor payment by County upon, an Application for Payment or any

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

portion thereof shall be interpreted as or constitute a waiver or release of any of County's rights to require Design-Builder's full compliance with the Contract Documents.

9.5.7 No Representation. Neither approval by County, or Project Manager, or failure by County to exercise its right of nullification with respect to, nor payment by County upon, an Application for Payment or any portion thereof shall be interpreted as a representation that County or Project Manager has: (1) made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work, (2) reviewed Design-Builder's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from the Subcontractors and Sub-Consultants and other data requested by County or Project Manager to substantiate Design-Builder's right to payment, or (4) made examination to ascertain how or for what purpose Design-Builder has used money previously paid on account of the Contract Sum.

9.6 WITHHOLDING OF CERTIFICATION OR PAYMENT

9.6.1 Grounds for Withholding. Project Manager may decline to provide initial certification for an Application for Payment and County may withhold payment requested under any unpaid Application for Payment, in whole or in part, on any of the grounds set forth in this Paragraph 9.6.1 or elsewhere in the Contract Documents to such extent that Project Manager or County makes a Good Faith Determination that withholding is necessary to protect County from Loss or threatened Loss because of any of the following circumstances:

.1 Third-Party Claims. Third-party claims or stop notices filed or reasonable evidence indicating the probable filing of such claims or stop notices.

.2 Defective Work. Defective Work not remedied.

.3 Nonpayment. Failure of Design-Builder to make proper payments to a Subcontractor or Sub-Consultant for services, labor, materials or equipment or other Work.

.4 Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Sum or within the Contract Time.

.5 Violation of Applicable Laws. Failure of Design-Builder or a Subcontractor or Sub-Consultant to comply with Applicable Laws.

.6 Penalty. Any penalty asserted against County by virtue of Design-Builder's failure to comply with Applicable Laws.

.7 Lack of Progress. Failure by Design-Builder to maintain progress in accordance with the Design-Build Schedule.

.8 Setoff. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle County to a setoff or recoupment.

.9 Consultant Services. Additional professional, consultant or inspection services required due to Design-Builder's failure to comply with the Contract Documents.

.10 Liquidated Damages. Liquidated damages payable to County pursuant to Section 3.4 of the Design-Build Contract.

.11 Damage. Loss caused to County, a Separate Contractor or any other person or entity under contract to County, by Design-Builder or a Subcontractor or Sub-Consultant.

.12 Cleanup. Cleanup performed by County and chargeable to Design-Builder pursuant to the terms of the Contract Documents.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.13 Employee Benefits. Failure of Design-Builder to pay contributions due and owing to employee benefits funds pursuant to the Labor Compliance Program.

.14 Required Documents. Failure of Design-Builder to submit on a timely basis, proper and complete documentation required by the Contract Documents, including, without limitation, schedule updates, 'look ahead' schedules, pricing information, certifications and other required reports or documentation.

.15 Labor Compliance. Failure of Design-Builder or any Subcontractor to properly pay prevailing wages as defined in California Labor Code §§1720 et seq. or to comply with the requirements of the Labor Compliance Program.

.16 Nullification. Nullification by County pursuant to Paragraphs 9.5.4 and 9.5.5, above, of Project Manager's prior approval of an Application for Payment.

.17 Other Breach. A breach by Design-Builder of any obligation or provision of the Contract Documents.

9.6.2 Application of Withholding. Sums properly withheld pursuant to Paragraph 9.6.1, above, may be used by County without a prior judicial determination of County's actual rights with respect to the grounds on which such withholding is based. Design-Builder agrees and hereby designates County as its agent for such purposes, and agrees that such payments shall be considered as payments made under the Design-Build Contract by County to Design-Builder. County shall submit to Design-Builder an accounting of such funds disbursed on behalf of Design-Builder. As an alternative to such payment, County may, in its sole and absolute discretion, elect to exercise its right to adjust the Contract Sum as provided in Section 12.4, below.

9.6.3 Final Payment. In accordance with California Public Contract Code §7107, the amount to be withheld from Design-Builder's Final Payment pursuant to a withholding asserted pursuant to Paragraph 9.6.1, above, shall be limited to one hundred fifty percent (150%) of the disputed amount.

9.6.4 Release of Withholding. When the reasons for withholding of payment as set forth in Paragraph 9.6.1, above, are removed, approval by County will be promptly issued to Design-Builder for amounts previously withheld and payment of amounts withheld will be made by County within thirty (30) Days thereafter.

9.6.5 Additional Rights. The County's right of withholding set forth in this Section 9.6 is in addition to, and not a limitation upon, any other rights of withhold that County may have under the Contract Documents or Applicable Laws.

9.7 PAYMENTS BY DESIGN-BUILDER

9.7.1 Subcontractors, Sub-Consultants. Design-Builder shall not include in its Applications for Payment sums on account of any of the Subcontractors' or Sub-Consultants' portion of the Work that it does not intend to pay to such Subcontractor or Sub-Consultant. Upon receipt of payment from County, Design-Builder shall pay the Subcontractors and Sub-Consultants performing the Work, out of the amount paid to Design-Builder on account of such Subcontractor's or Sub-Consultant's portion of the Work, the amount to which said Subcontractor or Sub-Consultant is entitled in accordance with the terms of its contract with Design-Builder and Applicable Laws, including, without limitation, California Public Contract Code §7107. Design-Builder shall remain responsible, notwithstanding a withholding by County pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all the Subcontractors and Sub-Consultants who have performed the Work that is included in Design-Builder's Application for Payment. Design-Builder shall, by appropriate agreement, require each Subcontractor and Sub-Consultant to make payments to its sub-subcontractors and suppliers in similar manner. County shall have no obligation to pay or be responsible in any way for payment to the Subcontractors or Sub-Consultants, of any Tier.

9.7.2 Payments in Trust. Any funds that Design-Builder receives in payment for services or Work performed by a Subcontractor or Sub-Consultant shall constitute assets of a trust, which trust funds shall be used for the exclusive benefit of the Subcontractor or Sub-Consultant for the purpose of discharging Design-Builder's

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

financial obligations on account of labor, services, materials or equipment furnished to the Project by the Subcontractor or Sub-Consultant, provided that such labor, services, materials or equipment were performed in accordance with the Contract Documents, were included in an Application for Payment to County, and were paid by the County to Design-Builder. Design-Builder shall be the trustee of the trust and shall be required to deal with the trust assets for the benefit of the Subcontractor or Sub-Consultant. Design-Builder shall not be a beneficiary of the trust. Nothing herein shall be construed as an intent to require that Design-Builder maintain trust funds in separate bank accounts, specifically designate any third party as a beneficiary of the trust created herein, or otherwise give rise to any cause of action against the County by any third-party beneficiary of the trust created herein.

9.7.3 Payment Information. County will, on request, furnish to any of the Subcontractors or Sub-Consultants, if practicable, information for such Subcontractor's or Sub-Consultant's review regarding percentages of completion or amounts applied for by Design-Builder and action taken thereon by County and Project Manager on account of portions of the Work done by such Subcontractor or Sub-Consultant.

9.7.4 Joint Payment. County shall have the right, if deemed necessary in its sole and absolute discretion, to issue joint checks made payable to Design-Builder and any of the Subcontractors or Sub-Consultants, of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create: (1) any contract between County and any of the Subcontractors or Sub-Consultants, of any Tier; (2) any obligation from County to any of the Subcontractors or Sub-Consultants; or (3) any third-party rights against County or Project Manager.

9.7.5 Direct Negotiation of Stop Notices. County shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Design-Builder, any stop-notice claims asserted by the Subcontractors or Sub-Consultants of any Tier, and to deduct such sums paid from sums due to Design-Builder.

9.7.6 Release of Stop Notices. With the exception of that portion, and only that portion, of a stop notice or other claim that arises as a result of a failure by the County to make payment to Design-Builder under circumstances constituting a breach of the Design-Build Contract by County, if any stop notice or other claim, whether invalid or valid, is made, filed with, served upon or asserted against the County or the Site by any Subcontractor or Sub-Consultant, of any Tier, or their agent or employee, for money claimed due, then Design-Builder shall within five (5) Days after written notice by the Project Manager procure, furnish and record appropriate releases or other instruments which under Applicable Laws will fully release, extinguish and remove such stop notice or claim, as well as any notices of pending action or other notices recorded against the Site in connection with the enforcement thereof. All costs of such actions by Design-Builder shall paid for by Design-Builder. Unless and until fully released as aforesated, the County shall have the right to retain from any payment then due, or thereafter to become due, to Design-Builder an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop notice or claim and any action or proceeding thereon. If the amount to be paid, or the amount retained, is insufficient to satisfy, discharge and defend against any such stop notice or claim and any action or proceeding thereon, then Design-Builder shall be liable for the difference and upon demand shall immediately deposit the same with the County. The provisions of this Paragraph 9.7.6 are in addition to such other rights as the County may have against Design-Builder under the Contract Documents or Applicable Laws.

9.7.7 No County Obligation. Neither County nor Project Manager shall have any obligation to pay or to see to the payment of money to any of the Subcontractors or Sub-Consultants except as may otherwise be required by Applicable Laws.

9.8 FAILURE OF APPROVAL OR PAYMENT

If, through no fault of Design-Builder or failure by Design-Builder to comply with its obligations under the Contract Documents either: (1) approval or rejection by County of an Application for Payment properly prepared and submitted by Design-Builder and requesting payment that is otherwise undisputed by County is not issued within the time period required therefore by

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

the terms of this Article 9; or (2) the County does not: (a) upon an Application for Payment properly prepared and submitted by Design-Builder and certified by Project Manager pay to Design-Builder, within the time period required for payment by County, an undisputed amount certified by Project Manager as earned, which approval has not been, and is not thereafter, nullified by County, or (b) pay to Design-Builder an amount that has been awarded by arbitration or judgment of a court of competent jurisdiction, then Design-Builder may, following delivery to County of a written "10-day stop work order", stop the Work until, as applicable, a certification or rejection by Project Manager or payment by County is received by Design-Builder. Promptly upon receipt of such approval or disapproval, or payment, as applicable, Design-Builder shall resume the Work. Any resulting Delay associated with the shut down and start-up of the Work as a result of Design-Builder's proper exercise of its right to stop work under this Section 9.8 shall constitute a Compensable Delay.

9.9 SUBSTITUTION OF SECURITIES FOR RETENTION

9.9.1 Public Contract Code. Pursuant to the requirements of California Public Contract Code §22300, upon the Design-Builder's request, the County will make payment to the Design-Builder of any funds withheld from payments to ensure performance under the Contract Documents if the Design-Builder deposits with the County, or in escrow with a California or federally chartered bank in California acceptable to the County ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code §16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Design-Builder and the County, upon the following conditions:

.1 The Design-Builder shall be the beneficial owner of any securities substituted for monies withheld for the purpose of receiving any interest on such securities.

.2 All expenses relating to the substitution of securities under said §22300 and under this Section 9.9, including, but not limited to the County's overhead and administrative expenses and expenses of Escrow Agent, shall be the responsibility of the Design-Builder.

.3 Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of the retention to be paid to the Design-Builder pursuant to the Contract Documents.

.4 If the Design-Builder shall choose to deposit securities in lieu of monies withheld with an Escrow Agent, the Design-Builder, the County and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement. Such escrow agreement shall be substantially in the form "Escrow Agreement for Security Deposits in Lieu of Retention" set forth in California Public Contract Code §22300(f).

.5 The Design-Builder shall obtain the written consent of Surety to such agreement.

.6 Securities, if any, shall be returned to the Design-Builder only upon satisfactory Final Completion of the Work.

9.9.2 Substitute Security. To minimize the expense caused by such substitution of securities, the Design-Builder shall, prior to or at the time the Design-Builder requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the County withholds pursuant to the Contract Documents, the Design-Builder shall immediately and at the Design-Builder's Own Expense deposit additional security qualifying under said §22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

9.9.3 Deposit of Retentions. Alternatively, subject to the conditions set forth in Paragraph 9.9.1, above, upon request of the Design-Builder, the County shall make payment of retentions directly to Escrow Agent at the expense of the Design-Builder, provided that the Design-Builder, the County and Escrow Agent shall, as a prerequisite to such payment, enter into an escrow agreement in the same form as prescribed in Subparagraph 9.9.1.4, above. At the Design-Builder's Own Expense, the Design-Builder may direct the investment of the payments into securities and interest-bearing accounts, and the Design-Builder shall receive the interest earned

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

on the investments. Escrow Agent shall hold such direct payments by the County under the same terms provided herein for securities deposited by the Design-Builder. Upon satisfactory Final Completion of the Work, the Design-Builder shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from the County, less escrow fees and charges of the Escrow Account, according to the terms of said §22300 and the Contract Documents.

9.10 FINAL PAYMENT

9.10.1 **Payment by County.** Subject to the right of withholding as set forth in Section 9.6, above, or elsewhere in the Contract Documents, Final Payment shall be made by County not more than sixty (60) Days after completion of the Work as defined in California Public Contract Code §7107(c), (1) or (2), whichever definition is earlier satisfied.

9.10.2 **Application for Final Payment.** Upon issuance by Project Manager of the Notice of Final Completion pursuant to Paragraph 9.13.5, below, Design-Builder shall submit to Project Manager its Application for Payment requesting Final Payment.

9.10.3 **Review by County.** Project Manager will review and certify or reject the Application for Payment requesting Final Payment as provided in Section 9.5, above.

9.10.4 **Conditions to Final Payment.** Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper submission, and to Project Manager's certification, of Design-Builder's Application for Payment requesting Final Payment:

- .1 submission of Design-Builder certification as required by Paragraph 9.2.9, above;
- .2 submission of consent of Surety, if any, to Final Payment;
- .3 submission of a certificate evidencing that the insurance required by the Contract Documents is in force;
- .4 submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Civil Code §3262(d)(3) executed by Design-Builder and by all the Subcontractors and Sub-Consultants, of every Tier;
- .5 submission of all Close-Out Documents (including, without limitation, complete, accurate As-Built Drawings and Specifications certified by Design-Builder as required by Paragraph 3.12.2, above);
- .6 timely submission of adequate and complete certified payroll records to the DIR and the County as required by the Contract Documents for any time period that Work was performed, which have not been submitted by Design-Builder in connection with its previous Applications for Payment;
- .7 proper payment of prevailing wages as defined in California Labor Code §1720, et seq.;
- .8 compliance with the Labor Compliance Program;
- .9 submission of certifications by Design-Builder and each Subcontractor, as required by the Labor Compliance Program (if applicable), or Applicable Laws, certifying that all employee benefit contributions due and owing have been paid in full; and
- .10 submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.

9.10.5 **Disputed Amounts.** Pursuant to California Public Contract Code §7107, County may deduct and withhold from Final Payment an amount of up to one hundred fifty percent (150%) of any disputed

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

amounts, including, without limitation, amounts to protect County against any Loss caused or threatened as a result of Design-Builder's failing to fully satisfy the conditions of Final Completion and Final Payment.

9.10.6 **Waiver by Design-Builder.** Acceptance of Final Payment by Design-Builder or a Subcontractor or Sub-Consultant shall constitute a waiver of all rights by that payee against County for recovery of any Loss, excepting only those Claims that have been submitted by Design-Builder in the manner required by Section 4.4, above, prior to or at the time of Design-Builder's submission of its Application for Payment requesting Final Payment.

9.11 SUBSTANTIAL COMPLETION

9.11.1 **Contract Time.** Design-Builder shall achieve Substantial Completion of the Work, or such portion of the Work as may be designated at any time by County for separate delivery, in accordance with the requirements of the Contract Time and other provisions of the Contract Documents.

9.11.2 **Request for Inspection.** Design-Builder shall notify the Project Manager when Design-Builder believes that the Work, or portion thereof designated by the County or in the Contract Documents for separate delivery, is Substantially Complete.

9.11.3 **Substantial Completion Inspection.** When Design-Builder gives notice to Project Manager that it has achieved Substantial Completion of the Work, or a County-designated portion thereof, unless the Project Manager determines that the Work or County-designated portion thereof is not sufficiently complete to warrant an inspection to determine Substantial Completion, Project Manager, Inspector of Record, County Consultants and such others as may be designated by County will inspect the Work, or such County-designated portion thereof.

9.11.4 **Substantial Completion Punch List.** At the conclusion of such inspection, Project Manager shall prepare and give to Design-Builder (or Project Manager may request that Design-Builder prepare and provide to Project Manager) a Substantial Completion Punch List of items, if any, to be completed or corrected for Substantial Completion. If Design-Builder disputes any of the items included, it shall so note its objection on the Substantial Completion Punch List. Design-Builder shall proceed within forty-eight (48) hours after preparation of the Substantial Completion Punch List to commence correction and completion of the items on the Substantial Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed by Design-Builder before the Work will be considered as Substantially Complete. Failure by County, Project Manager, Inspector of Record, County Consultant or Design-Builder to include an item on the Substantial Completion Punch List does not alter the responsibility of Design-Builder to perform the Work in accordance with the Contract Documents. Items of Work necessary for Substantial Completion that, for any reason, have been omitted from the Substantial Completion Punch List shall be added to the Substantial Completion Punch List and shall be promptly completed by Design-Builder upon request by County, Project Manager, County Consultant or Inspector of Record made at any time prior to Final Payment.

9.11.5 **Re-Inspection.** Design-Builder shall notify Project Manager when the items of Work shown on the Substantial Completion Punch List are completed. Project Manager, Inspector of Record, County Consultant and such others as County deems necessary or appropriate will then make a further inspection to determine whether such Work is Substantially Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Substantial Completion Punch List, which must be completed or corrected before Substantial Completion, Design-Builder shall, as a condition of Substantial Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Substantially Complete. Design-Builder shall reimburse County, or County may at its option withhold from Design-Builder's payments, amounts incurred by County to the Project Manager, Inspector of Record, County Consultants or others whose services, for reasons within the control or responsibility of Design-Builder or the Subcontractors or Sub-Consultants, are necessary for more than two (2) such re-inspections to determine Substantial Completion.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

9.11.6 **Notice of Substantial Completion.** When Project Manager determines that the Work or such County-designated portion thereof, is Substantially Complete, County will prepare a Notice of Substantial Completion on the County's form, which shall state the date of Substantial Completion. If the Notice of Substantial Completion is for the entire Work, then the County will attach to it the Final Completion Punch List prepared in accordance with Paragraph 9.13.2, below. Regardless of the date the Notice of Substantial Completion is issued, Substantial Completion shall be deemed to have occurred on the date stated in the Notice of Substantial Completion.

9.12 PARTIAL OCCUPANCY OR USE

County reserves the right to beneficially occupy all or any portion of the Work at any time before Substantial Completion of the entire Work. Beneficial occupancy means that County has assumed physical occupancy and use of such portion of the Work. Commencement of improvements or other work by Separate Contractors in order to ready the Work for use or occupancy by County shall be unconditionally permitted in all cases prior to Substantial Completion and shall not constitute a taking of beneficial occupancy by County. Exercise by County in accordance with the provisions of this Section 9.12 of its right to take beneficial occupancy shall not constitute grounds for a Contract Adjustment. The County's right of beneficial occupancy of all or a portion of the Work prior to Substantial Completion shall be subject to the following conditions:

9.12.1 County or its representative, the Project Manager, will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected in the same manner as required by and subject to the same conditions as set forth in Section 9.11, above.

9.12.2 Beneficial occupancy by County shall not be construed as Acceptance of that portion of the Work which is to be occupied.

9.12.3 Except as otherwise provided in this Section 9.12, beneficial occupancy by County shall not constitute a waiver of rights of the County against Design-Builder. Notwithstanding anything stated in this Section 9.12 or elsewhere in the Contract Documents to the contrary, beneficial occupancy by County shall not constitute a waiver of rights of County relating to Defective Work in the area beneficially occupied or in any other portion of the Work.

9.12.4 Prior to the County's taking beneficial occupancy, Design-Builder shall submit to Project Manager an itemized list of each piece of equipment located in or serving the area to be occupied stating the date operation of such piece of equipment commenced, together with operating instructions, manuals and other information required by the Contract Documents. Design-Builder shall provide, in the areas beneficially occupied, on a continual basis, utility services, elevator service, and heating and cooling systems in operable condition commencing at the time of beneficial occupancy and until Final Completion of the entire Work. County shall be responsible, from and after taking occupancy, for utility consumption, regular operation and regular maintenance of such systems or equipment.

9.12.5 Provided that all of the equipment and systems located in or serving the occupied area are complete and operational, the Guarantee to Repair Period, as well as other express warranties on materials, equipment or other Work installed and contained entirely within that portion of the Work which is beneficially occupied, will commence upon the first date of actual beneficial occupancy or use of such occupied portions of the Work by County.

9.12.6 County shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.

9.12.7 County shall pay all utility costs that arise out of its beneficial occupancy.

9.12.8 Design-Builder shall not be responsible for providing security in areas beneficially occupied.

9.12.9 County shall use its best efforts to prevent its beneficial occupancy from interfering with the conduct of Design-Builder's remaining Work.

9.12.10 Design-Builder shall not be required to repair damage caused solely by County's beneficial occupancy.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

9.12.11 Design-Builder shall continue to maintain all insurance required by the Contract Documents in full force and effect.

9.13 FINAL COMPLETION

9.13.1 **Contract Time.** Design-Builder shall expeditiously and diligently perform the Work after Substantial Completion, including, without limitation, all items of Work on the Final Completion Punch List that accompanies the Notice of Substantial Completion, so as to achieve Final Completion within the requirements of the Contract Time for Final Completion.

9.13.2 **Final Completion Punch List.** Design-Builder shall prepare and submit to Project Manager at the time that Design-Builder requests inspection for Substantial Completion of the entire Work pursuant to Paragraph 9.11.2, above, a draft proposed Final Completion Punch List of items of Work that will be required to be completed or corrected for Final Completion. Items identified in the course of any inspection for Substantial Completion that are required to Finally Complete the Work following Substantial Completion shall be added to the proposed Final Completion Punch List and the revised Final Completion Punch List attached to the Notice of Substantial Completion. If Design-Builder disputes any of the items included, it shall so note its objection on the Final Completion Punch List. When Design-Builder considers the Final Completion Punch List to be complete, it shall promptly sign and deliver the Final Completion Punch List to the Project Manager. Failure by County, Project Manager, County Consultant, Inspector of Record or Design-Builder to include an item on the Final Completion Punch List does not alter the responsibility of Design-Builder to perform the Work in accordance with the Contract Documents. Items of Work necessary for Final Completion that, for any reason, have been omitted from the Final Completion Punch List shall be added to the Final Completion Punch List upon request by County, Project Manager, Inspector of Record or County Consultant made at any time prior to Final Payment.

9.13.3 **Performance of Punch List.** Design-Builder shall proceed promptly and in accordance with the Contract Time to correct and complete the items on the Final Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed by Design-Builder before the Work will be considered as Finally Complete.

9.13.4 **Request for Final Inspection.** Design-Builder shall notify Project Manager when Design-Builder believes that the Work, or portion thereof designated by County for separate delivery, is Finally Complete. Project Manager, Inspector of Record, County Consultant and such others as County deems necessary or appropriate will then make a further inspection to determine whether such Work is Finally Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Final Completion Punch List, which must be completed or corrected before Final Completion, Design-Builder shall, as a condition of Final Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Finally Completed. Design-Builder shall reimburse County, or County may at its option withhold from Design-Builder's payments, amounts incurred by County to the Inspector of Record, County Consultants or others whose services, for reasons within the control or responsibility of Design-Builder or the Subcontractors or Sub-Consultants, are necessary for more than two (2) inspections to determine Final Completion.

9.13.5 **Notice of Final Completion.** When Project Manager determines that the Work is Finally Complete, Project Manager will prepare a Notice of Final Completion on the County's form, which shall state the date of Final Completion. Regardless of the date the Notice of Final Completion is issued, Final Completion shall be deemed to have occurred on the date stated in the Notice of Final Completion.

9.13.6 **Acceptance by County.** Acceptance may be exercised by County, in its sole and absolute discretion, either after Final Completion or, without waiving or releasing Design-Builder from any of its obligations under the Contract Documents, at any time after Substantial Completion and prior to Final Completion.

9.13.7 **Notice of Completion.** In addition to issuance of the Notice of Substantial Completion and Notice of Final Completion, County shall have the right, exercised in its sole and absolute discretion, to record a Notice of Completion pursuant to California Civil Code §3093.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

9.13.8 **No Waiver by County.** No inspections conducted pursuant to this Article 9 nor any approvals or certificates issued by County, Project Manager, County Consultant or Inspector of Record shall be deemed to be a waiver or limitation on County's right to insist on Final Completion and full performance of all other conditions to Final Payment under the Contract Documents prior to issuance of Final Payment to Design-Builder.

ARTICLE 10
INSPECTIONS, HAZARDOUS SUBSTANCES AND SAFETY

10.1 INSPECTIONS

10.1.1 **General.** One or more Inspectors of Record, including special inspectors as required, will be employed by County and will be assigned to the Work. The fees of Inspectors of Record shall be directly paid for by County. **NO WORK SHALL BE CARRIED ON EXCEPT UNDER THE INSPECTION, AND WITH THE KNOWLEDGE, OF THE APPROPRIATE INSPECTOR(S) OF RECORD,** and Design-Builder shall be responsible, at Design-Builder's Own Expense, to remove and replace any Work performed without such inspection by the appropriate Inspector of Record.

Design Builder shall provide trailer, desk office, plan hangers, computer, communication (phone & internet), and office supplies to the Inspector of Record and any additional requested items that are reasonably required by the Inspector of Record to fulfill the duties of the Inspector of Record as described in the Contract Documents during the Project duration.

10.1.2 **Coordination.** Design-Builder shall schedule, arrange, and coordinate its activities with the activities of the County, Project Manager, Inspectors of Record, County Consultants and others designated by County to inspect or observe the Work. When, in order to comply with the intent of the Contract Documents, inspection or observation must be made at the plant or mill of the manufacturer or fabricator of material or equipment, Design-Builder shall notify the Project Manager, as well as any other persons identified by County as assigned by it to inspect or observe the Work, a sufficient length of time in advance to allow for arrangements to be made for such inspection or observation.

10.1.3 **Uncovering of Work.** Project Manager or an Inspector or Record shall have the right to request that any portion of the Work be uncovered by Design-Builder for inspection. Except as otherwise provided in Paragraph 10.1.1, above, if such Work is found to be in accordance with the Contract Documents, then all of the additional costs incurred in uncovering, replacing and re-covering the Work shall constitute grounds for Design-Builder, upon proper notice and request pursuant to Article 7, above, to receive a Contract Adjustment for Compensable Change and if such uncovering, replacing and re-covering of the Work causes a Delay, such Delay shall constitute grounds for Design-Builder, upon proper notice and request pursuant to Article 8, above, to receive a Contract Adjustment for Compensable Delay. If such Work is not in accordance with the Contract Documents, then such costs of uncovering, replacing and re-covering shall be paid for by Design-Builder at Design-Builder's Own Expense and any resulting Delay shall be considered an Unexcused Delay.

10.1.4 **Off-Hours Inspections.** Design-Builder shall request approval by Project Manager before arranging any inspections either: (1) before 6:00 am or after 6:00 pm on Monday through Friday, or (2) on any Saturday, Sunday, holiday or any other time when Work is not usually in progress. Such request shall be delivered to County at least two (2) working days in advance of the inspection being performed. Approval or disapproval of such request is in the sole and absolute discretion of County, which approval will be communicated to Design-Builder by the Project Manager. Except where such off-hours inspections are due to a breach by County of an obligation under the Contract Documents, the additional cost (over and above that which would be required for inspections during regular business hours) to County of the inspection shall be paid for by Design-Builder at Design-Builder's Own Expense.

10.1.5 **Access to the Work.** Design-Builder shall make available for use by County, Project Manager, Inspectors of Record, County Consultants and others assigned to inspect or observe the Work, any

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

equipment (wheelbarrow, shovel, ladder, man-lift, etc.) that is available or in use on Site, and is required to assist in such inspections or observations.

10.1.6 **Right to Stop Work.** Inspectors of Record shall, only if and to the extent permitted by Applicable Laws, have the authority, but not the obligation, to stop the Work whenever provisions of Contract Documents are not being complied with, or the conduct of the Work poses a probable risk of harm to persons or property.

10.1.7 **No County Duty.** No authority of the County, Project Manager, Inspectors of Record, County Consultants or others designated by County to inspect the Work that is conferred by the Contract Documents nor any decision made by any of them in good faith either to exercise or not exercise such authority, nor any recommendation by any of them, shall give rise to a duty or responsibility on the part of any of them to Design-Builder or to the Subcontractors or Sub-Consultants, of any Tier.

10.1.8 **Design-Builder Responsibility.** Inspections or observations by the County, Project Manager, Inspectors of Record, County Consultants or others shall not in any way relieve Design-Builder from its sole responsibility for full compliance with all of the terms and conditions of the Contract Documents, nor be construed to lessen, to any degree, Design-Builder's responsibility for providing efficient and capable superintendence as required herein or for incorporating into the Work only those items of the Work that conform to the Contract Documents.

10.1.9 **Reimbursement to County.** Without limitation to any other provisions of the Contract Documents, Design-Builder shall reimburse the County at Design-Builder's Own Expense, or County shall have the right, at its option, to withhold from payments due to Design-Builder, costs of inspections, observations or testing and other Losses that are incurred for any of the following reasons: (1) Design-Builder has failed to execute the Work in accordance with the Contract Documents; (2) materials or equipment have been substituted by Design-Builder, without prior approval by the Project Manager; (3) Defective Work; or (4) to conduct load testing of certain portions of the structure that have not fully met the requirements of the Contract Documents.

10.2 SAFETY PRECAUTIONS AND PROGRAMS

10.2.1 **General Safety Obligation.** Design-Builder shall, notwithstanding the activities of others (such as, but not limited to, the County, Project Manager, Inspectors of Record, County Consultants or others designated by County to inspect or observe the Work), be solely responsible, on a twenty-four (24) hours a Day, seven (7) Days a week basis, for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

10.2.2 **Illness and Injury Prevention Plan.** Prior to the start of the Work, Design-Builder shall prepare and submit to Project Manager an Illness and Injury Prevention Plan, which shall comply with the requirements of the Contract Documents and shall include, at a minimum, guidelines, requirements and procedures for the following: safety management policy; emergency response plan; illness and injury prevention procedures; safety meetings; accident investigation; basic accident causes; safety inspection checklist; fire prevention and control; report forms; and employee safety manual and procedures for achieving compliance with safety requirements of insurers. A copy of the Illness and Injury Prevention Plan shall be maintained on Site at all times and provided to the Project Manager upon request. Design-Builder is solely responsible for monitoring activities at the Site for compliance with the Illness and Injury Prevention Plan and for the enforcement thereof.

10.2.3 **Safety Orders.** Design-Builder shall comply with all Applicable Laws, including, without limitation, all safety laws, standards, orders, rules, regulations and building codes, to prevent accidents or injury to persons on, about or adjacent to the Site and to provide a safe and healthful place of employment. Design-Builder shall, at Design-Builder's Own Expense, correct any violations of Applicable Laws occurring or threatened by conditions on the Site.

10.2.4 **Safety Representative.** Design-Builder shall designate a responsible member of its organization on the Site, who meets the qualification and competency requirements of Applicable Laws and

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

whose sole duty shall be giving safety instructions, prevention of accidents and overall job site safety (including, without limitation, posting of information and other notices regarding safety that are required under occupational safety and health laws and compliance with reporting and other occupational safety requirements pertaining to the protection of the life, safety and health of the workers). The name of the person so designated shall be reported to the Project Manager by Design-Builder prior to the commencement of any of the Work on the Site.

10.2.5 Protection, Safety. Design-Builder shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs on the Site in connection with the preparation, performance, observation or inspection of the Work, including all necessary precautions for the safety of and protection to:

- .1 persons in and around the Site, as well as their personal property and vehicles;
- .2 the Work, materials and equipment to be incorporated therein under care, custody or control of Design-Builder or the Subcontractors or Sub-Consultants, of any Tier, whether in storage on or off the Site, including, without limitation, the provision of temperature control, covering and enclosures necessary to prevent Loss due to adverse weather conditions;
- .3 other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, curbs, roadways, structures (including, without limitation, protection from settlement or loss of lateral support) and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction and operations by the County, County Consultants, Project Manager and Inspectors of Record.

10.2.6 Protection. As part of the Design-Builder's obligation under Paragraph 10.2.5, above, Design-Builder shall take reasonable precautions to protect the Work and all building materials, equipment, temporary field offices, storage sheds, and other public and private real and personal property that might be affected, directly or indirectly, by Design-Builder's activities associated with performance of the Work, and shall make good, at Design-Builder's Own Expense, all Loss due to failure to provide such reasonable precautions.

10.2.7 Safeguards, Warnings, Disabled Access. Design-Builder shall erect and maintain, as required by existing conditions and performance of the Work, all necessary safeguards for safety and protection, including, without limitation, safety devices, belts, nets, barriers, safety rails, canopies, danger signs, fire protection, no smoking prohibitions, warnings against hazards, safety regulations postings and notifications to owners and users of adjacent sites and utilities, and shall, as required by Applicable Laws, make provision for access for, and provide assistive devices to, persons with disabilities, including, without limitation, providing safe pathways of travel around areas where construction is being performed so that staff, students, visitors, the public and others on the Site with disabilities are afforded reasonably direct and barrier-free access to areas of the Site and Existing Improvements.

10.2.8 Fire, Explosives, Hazardous Substances. Design-Builder shall take all necessary precautions to guard against and eliminate possible fire hazards. Explosives may be used or stored only when authorized in writing by the County. Explosives shall be handled, used and stored in accordance with Applicable Laws. When use or storage of explosives or other Hazardous Substances or methods of construction involving use of dangerous materials or equipment are necessary for execution of the Work, Design-Builder shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.9 First Aid. Design-Builder shall maintain emergency first aid treatment for all workers and other persons on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., §§651 et seq.) and all other Applicable Laws.

10.2.10 Unsafe Conditions. Design-Builder shall immediately correct any condition that exists on the Site, or that Project Manager, in its reasonable judgment, determines to exist on the Site, that is unsafe or potentially unsafe to persons or property. If, in the sole and absolute discretion of County or Project Manager,

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

the condition is potentially life-threatening, the County or Project Manager may, with or without notice to Design-Builder, take whatever immediate action is necessary to correct the life-threatening condition, and the costs thereof, including, without limitation, any additional service fees or costs of the Project Manager, Inspectors of Record, County Consultants or others to whom County may be liable, shall be reimbursed to County by Design-Builder at Design-Builder's Own Expense. Nothing set forth in this Paragraph 10.2.10 shall be interpreted as an assumption of any obligation on the part of the County, Project Manager, Inspectors of Record, County Consultants or other persons or entities other than Design-Builder and the Subcontractors and Sub-Consultants, to report such conditions to Design-Builder nor as relieving Design-Builder of any of its responsibilities under the Contract Documents.

10.2.11 Responsibility for Loss. Design-Builder shall promptly remedy Loss to any property or person caused in whole or in part by the failure of Design-Builder, the Subcontractors or Sub-Consultants, of any Tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable to fully comply with the requirements of this Article 10, except Loss attributable solely to the negligent acts or omissions of the County, Project Manager, Inspectors of Record, County Consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable, in whole or in part, to the negligence, willful misconduct or violation of Applicable Laws by Design-Builder or a Subcontractor or Sub-Consultant, of any Tier, or the failure by Design-Builder to comply with the Contract Documents. The foregoing obligations of Design-Builder are in addition to and not a limitation upon Design-Builder's indemnity obligations under Section 3.20, above.

10.2.12 Loading, Storage. Design-Builder shall be responsible for coordinating the storage and staging of materials and equipment on-Site and off-Site and shall not load or store or permit any part of the Work or the Site to be loaded or stored so as to endanger the safety of persons or property.

10.2.13 Emergency.

.1 Design-Builder Responsibility. In an emergency involving safety or protection of persons or property, Design-Builder shall act immediately, either at County's or Project Manager's direction or as otherwise necessary under the circumstances, to prevent any Loss. In such cases, Design-Builder shall immediately notify Project Manager, which notice may be oral, followed within twenty-four (24) hours after occurrence of the incident by written confirmation of the occurrence of such emergency and Design-Builder's action in response thereto.

.2 County Action. If, in the sole discretion of County or Project Manager, the condition is immediately threatening life or property, County or Project Manager may, with or without notice to Design-Builder, take whatever immediate action is necessary to correct the life-threatening condition, and the costs thereof, including, without limitation, any additional services fees or costs of Project Manager, Inspector of Record, County Consultants or others to whom County may be liable, shall be borne by Design-Builder at the Design-Builder's Own Expense.

.3 No County Responsibility. Nothing set forth in this Paragraph 10.2.13 nor elsewhere in the Contract Documents shall be interpreted as an assumption of any responsibility on the part of County, Project Manager, Inspectors of Record, County Consultants or other persons or entities other than the Design-Builder and the Subcontractors and Sub-Consultants to report such conditions to Design-Builder nor as relieving Design-Builder of any of its responsibilities under the Contract Documents.

10.2.14 Separate Contractors. With respect to work of Separate Contractor being performed within an area of the Site that is under the responsibility or control of the Design-Builder, Design-Builder shall: (1) provide copies of the IIPP to the Separate Contractors; (2) protect the Separate Contractors' work and workers from Loss due to the actions or inactions of Design-Builder and the Subcontractors; and (3) notify the Separate Contractor and County of any observed violation by the Separate Contractor of the IIPP or of any violations by the Separate Contractor of Applicable Laws governing safety on the Site. Nothing herein shall be interpreted as relieving the Separate Contractors from their obligations to comply with the Design-Builder's IIPP, as excusing any failure by a Separate Contractor from performing its obligations under its contracts with County or Applicable Laws or as obligating Design-Builder to directly supervise or enforce the obligations of the Separate Contractors to comply with the requirements of the IIPP or Applicable Law relating to safety.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

10.3 HAZARDOUS SUBSTANCES, MOLD

10.3.1 Hazardous Substances.

.1 Release on Site.

(1) Existing Conditions. In the event Design-Builder or its Subcontractors or Sub-Consultants encounter materials existing or otherwise present at the Site that are reasonably believed to be Hazardous Substances that have not been rendered harmless, Design-Builder and Subcontractors and Sub-Consultants shall, except in cases where the removal, encapsulation or abatement of such Hazardous Substances is indicated by the Contract Documents to be part of the Work to be performed by Design-Builder, immediately stop Work in the area affected and report the condition to Project Manager in writing. Design-Builder and Subcontractors and Sub-Consultants shall continue Work in unaffected areas reasonably believed safe. Project Manager shall then promptly arrange for the sampling, testing and profiling of such suspected Hazardous Substances to confirm the nature, quantity or concentration thereof. In the event that such suspected Hazardous Substances are determined not to be Hazardous Substances or to be Hazardous Substances but not of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as a hazardous waste upon disturbance and removal, then Design-Builder and its Subcontractors and Sub-Consultants shall, without any Contract Adjustment, be obligated to resume the portion of the Work that was suspended and shall proceed to handle and dispose of such materials pursuant to the Contract Documents, taking all reasonable precautions that are applicable under the circumstances. If, alternatively, the suspected Hazardous Substances are determined to be Hazardous Substances of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as hazardous waste upon disturbance and removal, the parties shall determine what, if any, action to take with respect to such Hazardous Substances, whether to resume Work with respect to such Hazardous Substances, taking all reasonable precautions that are applicable under the circumstances, and what, if any, Contract Adjustment is appropriate and mutually agreed in order to account for any increased cost of, or Delay in connection with, handling or disposal of Hazardous Substances not already contemplated and provided for in the Contract Documents.

(2) Design-Builder Release. Design-Builder and its Subcontractors and Sub-Consultants shall not cause the introduction, discharge, release, emission, spill, storage, treatment or disposal of any Hazardous Substance on or adjacent to the Site. Should Design-Builder or its Subcontractors or Sub-Consultants introduce, discharge, release, emit, spill, treat, store or dispose of any Hazardous Substance on the Site in violation of the foregoing obligation or otherwise in violation of Applicable Laws, Design-Builder shall at Design-Builder's Own Expense and without limitation to County's other rights or remedies for default immediately (1) inform Project Manager in writing of such event, (2) advise Project Manager with respect to any release reporting or notification requirement that may apply as a result of such event, (3) assist County and Project Manager in complying with any such reporting or notification requirement as determined by County or Project Manager, and (4) perform any investigation, remediation, removal or other response that is necessary or desirable in order to abate or clean up the condition resulting from such event to the full satisfaction of County and any applicable Governmental Authority. Such Hazardous Substances shall be removed and properly disposed of as soon as they can be accepted at an appropriate disposal facility, and in no event later than sixty (60) Days after such waste is generated, unless a longer time is approved by Project Manager.

.2 Remediation by Design-Builder.

(1) Application. The provisions of this Subparagraph 10.3.1.2 shall apply only if the Work to be performed by Design-Builder includes within its scope the removal, abatement, moving, handling, containment, disposal or transport of Hazardous Substances.

(2) Advance Submissions. Before Design-Builder or any of its Subcontractors or Sub-Consultants moves, removes, or transports Hazardous Substances to a facility for the receipt, treatment, storage or disposal of the Hazardous Substances ("Hazardous Substances Facility"), Design-Builder shall cause the person or entity who will be moving, removing or transporting the Hazardous Substances to provide to Project Manager the following: (1) verification of the Hazardous Substance Facility's or other transporter's licensed status to haul such materials; (2) verification of the Hazardous Substance Facility's licensed status, including a current permit to receive the specific materials to be transported there; (3) certification that the Hazardous Substance Facility is not under enforcement action by the U.S. Environmental Protection Agency ("EPA") or applicable State Government Authority or listed on any applicable EPA or applicable State

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

Government Authority list of violating facilities; (4) verification of the Hazardous Substances Facility's EPA Identification Number (if applicable); and (5) original executed letter(s) of indemnity from the Hazardous Substances Facility bearing the Hazardous Substance Facility's letterhead. Design-Builder further warrants that the selected Hazardous Substance Facility is appropriately licensed and permitted to store, treat and dispose of Hazardous Substances waste in connection with the Work.

(3) Design-Builder Responsibility. Design-Builder warrants that it is aware of and understands the hazards which are presented to persons, property and the environment in performance of the transportation, storage and disposal of Hazardous Substances. Design-Builder and its Subcontractors, Sub-Consultants and agents shall be responsible for the following: (1) processing the application for, and receiving on behalf of the County or appropriate entity, an EPA or state-equivalent generator identification number (if required); (2) preparing manifests and other shipping documents; (3) making all necessary arrangements (after consultation with Project Manager) for any off-Site transportation, treatment, storage and disposal of Hazardous Substances in accordance with Applicable Laws; (4) ensuring the proper and lawful transportation and disposal of Hazardous Substances, even if such services are performed by other entities under contract with Design-Builder or its Subcontractors or Sub-Consultants; and (5) taking any necessary actions to ensure such proper transport and disposal of Hazardous Substances in the event of any contingency, such as the rejection of the Hazardous Substances as nonconforming by any waste disposal facility. Design-Builder shall promptly provide to Project Manager copies of all manifests and other shipping documents confirming the receipt and proper disposal of all waste at the Hazardous Substances Facility, even if such services are performed by other entities under contract with Design-Builder or its Subcontractors or Sub-Consultants.

(4) Reporting Requirements. Design-Builder shall comply with any Hazardous Substances release reporting requirements to Governmental Authorities directly applicable to Design-Builder. Notice of such reporting must be provided in advance to Project Manager or concurrently in the event of an emergency.

(5) Samples. Design-Builder and its Subcontractors and Sub-Consultants shall retain all media samples for the longer of (1) the longest holding period specified in any federal, state or local laboratory analytical procedures or guidance for the analyses performed; or (2) three months for soil samples and thirty (30) Days for water samples. Further storage or transfer of samples will be made at County's expense upon Project Manager's written request of Design-Builder. Design-Builder shall require by contract that each and every Subcontractor and Sub-Consultant and agent of Design-Builder who performs testing of samples in connection with the Work properly disposes of such samples in accordance with Applicable Laws after completion of testing and notice to Project Manager. Regarding any such samples which may remain on-Site, provided Project Manager has approved of such on-Site storage in advance, County agrees to pay all costs associated with the storage, transport, and disposal of such samples.

(6) Verification. Upon Final Completion of the Work, Design-Builder shall confirm by a writing delivered to Project Manager that: (1) all Hazardous Substances specified for removal in the Contract Documents have been removed; and (2) all Hazardous Substances wastes removed from the Site as part of the Work have been disposed of in accordance with this Subparagraph 10.3.1.2 and Applicable Laws in a Hazardous Substances Facility.

10.3.2 Mold. Design-Builder is responsible to immediately notify Project Manager in writing if any conditions in the construction materials incorporated or to be incorporated into the Work or present in Existing Improvements are encountered at the Site that Design-Builder or any Subcontractor or Sub-Consultant knows or, in the exercise of due care, should know indicate the presence of Mold or if untreated are likely to result in the growth of Mold. Design-Builder shall thereafter take such precautions as are reasonably required to prevent the exposure of persons to such conditions until they have been evaluated. Except as otherwise authorized by the Contract Documents or as are usual and customary according to prevailing standards of the construction industry in the vicinity of the Project, Design-Builder shall not allow water or moisture to come into contact with materials in Existing Improvements or with materials located at the Site that are incorporated or to be incorporated into the Work and if such contact occurs, the areas affected shall be inspected by Design-Builder, using appropriate consultants experienced in testing and evaluating Mold, for the presence of Mold and evaluated for the potential of future growth of Mold. All portions thereof that are found to indicate the presence of Mold, or that are found to be in a condition that has the potential for becoming a source of Mold, shall be removed and replaced. Costs incurred by Design-Builder due to its failure to perform its obligation under this Paragraph 10.3.2 shall be borne by Design-Builder at Design-Builder's Own Expense.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

10.3.3 **Release of County Liability.** Design-Builder assumes the risk that its employees or the employees of its Subcontractors and Sub-Consultants, and other persons that they cause or permit to be present on the Site, may be exposed to known or unknown Hazardous Substances or Mold. Under no circumstances shall County be liable for, and Design-Builder hereby fully and unconditionally releases County and the other Indemnitees from, and agrees to defend and indemnify County and the other Indemnitees on the terms set forth in Section 3.20, above, against, any and all known and unknown Loss resulting from or relating to the exposure of any employee of Design-Builder or its Subcontractors or Sub-Consultants, or other person that they cause or permit to be present on the Site, to: (1) Hazardous Substances or Mold encountered in connection with or as a result of the performance of the Work, or (2) Hazardous Substances or Mold not necessarily encountered in connection with the performance of the Work, but to which any of them may nevertheless be exposed as a result of their being present on the Site.

10.3.4 **Governmental Authorities.** Design-Builder shall provide to Project Manager copies of all written communications with Governmental Authorities or others relating to Hazardous Substances or Mold (other than privileged communications); provided, however, that non-disclosure of privileged communications shall not limit Design-Builder's obligation to otherwise comply with the terms of the Contract Documents, including, without limitation, this Section 10.3.

10.3.5 **Subcontractors, Sub-Consultants.** Design-Builder shall include provisions in all contracts it enters into with Subcontractors and Sub-Consultants for the Work requiring them to assume toward Design-Builder and County the same obligations that Design-Builder assumes toward County under this Section 10.3. Design-Builder shall require the Subcontractors and Sub-Consultants to ensure that such provisions are included in all contracts they enter into with all lower-Tier Subcontractors and Sub-Consultants.

ARTICLE 11
INSURANCE AND BONDS

11.1 INSURANCE REQUIREMENTS

11.1.1 **Workers' Compensation Insurance.** The Design Builder shall purchase and maintain Workers' Compensation Insurance as will protect the Design Builder from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Design Builder or by a Subcontractor or Sub-Consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

11.1.2 **Employer's Liability Insurance.** Design Builder shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee that arises out of the employee's employment by Design Builder. The Employer's Liability Insurance required of Design Builder hereunder may be obtained by Design Builder as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Design Builder hereunder. The limits of liability required hereunder shall be as set forth in the RFP Documents.

11.1.3 **Commercial General Liability and Property Insurance.** The Design Builder shall purchase and maintain Commercial General Liability and Property Insurance as will protect the Design Builder from the types of claims set forth below which may arise out of or result from Design Builder's operations under the Contract Documents and for which the Design Builder may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Design Builder's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Design Builder, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability applicable to the Design Builder's obligations under the Contract Documents, and (vi) completed operations. The limits of liability required hereunder shall be as set forth in the RFP Documents.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

11.1.4 **Errors and Omissions Insurance.** Design Builder shall purchase and maintain Errors and Omissions Insurance covering any damages caused by an error, omission or any negligent acts pertaining to the design components of the Project. The limits of liability required hereunder shall be as set forth in the RFP Documents.

11.2 BUILDER'S RISK "ALL-RISK" INSURANCE

11.2.1 **Required Insurance** The Design Builder, during the progress of the Work and until Final Acceptance of the Work by the County upon completion of the entire Contract, shall maintain Builder's Risk "All-Risk" Completed Value Insurance Coverage on all insurable Work included under the Contract Documents which coverage is to provide extended coverage and insurance against, including but without limitation, vandalism, theft and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse, and flood upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. Design Builder's Builders Risk Insurance shall include coverage and insurance against the perils of earthquake, if so indicated in the RFP Documents. Such insurance shall include the County as an additional named insured and any other person with an insurable interest designated by the County as an additional named insured.

11.2.2 **Uninsurable Items.** The Design Builder shall submit to the County for its approval all items deemed to be uninsurable. The risk of damage to the Work due to the perils covered by the Builder's Risk "All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Design Builder and the Surety, and no claims for such loss or damage shall be recognized by the County, nor shall such loss or damage excuse the complete and satisfactory performance of the Contract by the Design Builder.

11.3 COVERAGE AMOUNTS; INSURER QUALIFICATIONS The insurance required of the Design Builder hereunder shall be written for not less than any limits of liability specified in the Contract Documents, including the RFP Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Design Builder hereunder, the Design Builder shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof. All policies of insurance required hereunder shall be issued by an insurer authorized to issue insurance under the laws of the State of California and who at the time of issuance of a policy of insurance is rated at least A minus (A-), #VI or VII, by A.M. Best Key Rating.

11.4 EVIDENCE OF INSURANCE; SUBCONTRACTOR'S INSURANCE

11.4.1 **Proof of Insurance.** Prior to commencement of the Work, Design Builder shall deliver to the County Certificates of Insurance evidencing the insurance coverage required by the Contract Documents. Failure or refusal of the Design Builder to so may be deemed by the County to be a default of a material obligation of the Design Builder under the Contract Documents, and thereupon the County may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverage afforded under such policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

11.4.2 **Named Insureds.** The insurance policies required of Design Builder hereunder shall also name the County, members of the County's board of supervisors, and the officers, agents, employees and volunteers of the County, the Architect and the Architect's consultants as additional insured as its interests may appear. Should any policy of insurance be canceled before Final Acceptance of the Work by the County and the Design Builder fails to immediately procure replacement insurance as required, the County reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the County in connection therewith from any sum then or thereafter due the Design Builder under the Contract Documents. The Design Builder shall, from time to time, furnish the County, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Design Builder to comply with such

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

request may be deemed by the County to be a default of a material obligation of the Design Builder under the Contract Documents.

11.4.3 **Subcontractor Insurance.** Design Builder shall require that every Subcontractor, of any tier, performing or providing any portion of the Work, obtain and maintain the policies of insurance set forth in Section 11.1 of these General Conditions; the coverage and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the RFP Documents. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Design Builder obtaining and maintaining such policies of insurance.

11.4.4 **Subcontractor Proof of Insurance.** Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Article 11. Upon request of the County, Design Builder shall promptly deliver to the County Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 11. Failure or refusal of the Design Builder to provide the County with Subcontractors' Certificates of Insurance evidencing the insurance coverage required hereunder shall be deemed a material default of Design Builder hereunder.

11.5 MAINTENANCE OF INSURANCE Any insurance bearing on the adequacy of performance of Work shall be maintained after the County's Final Acceptance of all of the Work, or from the date of Substantial Completion as provided in Section 9.11 herein, for the full two years correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Design Builder fails to immediately procure replacement insurance as specified, the County reserves the right to procure such insurance and to charge the cost thereof to the Design Builder. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Design Builder's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Design Builder's obligation to pay Liquidated Damages. In no instance shall the County's exercise of its option to occupy and use completed portions of the Work relieve the Design Builder of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the County, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the County.

11.6 DESIGN BUILDER'S INSURANCE PRIMARY. All insurance and the coverage thereunder required to be obtained and maintained by Design Builder hereunder, if overlapping with any policy of insurance maintained by the County, shall be deemed to be primary and non-contributing with any policy maintained by the County and any policy or coverage thereunder maintained by County shall be deemed excess insurance. To the extent that the County maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Design-Builder's Builder's Risk Insurance or the Comprehensive General Liability Insurance of the Design Builder or any Subcontractor, the County, Design Builder and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverage required herein shall be included in the Contract Price.

11.7 INDEMNITY

11.7.1 **Defense, Indemnity and Hold Harmless.** Unless to the extent arising out of the active negligence, gross negligence or willful misconduct of the Indemnified Parties, the Design Builder shall indemnify, defend with counsel reasonably acceptable to County and hold harmless the Indemnified Parties who are: (i) the County and its Board of Supervisors, officers, employees, agents and representatives (including the County's Project Inspector and Project Manager. The Design Builder's obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Design Builder or any Subcontractor or any person or entity engaged by them for the Work. The Design Builder's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

of property; (iv) stop notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any negligent acts, omissions or other reckless or willful misconduct of the Design Builder, any Subcontractor, of any tier, or any other person or entity employed directly or indirectly by Design Builder in connection with the Work and their respective agents, officers or employees.

11.7.2 **Counsel.** If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Design Builder's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Design Builder shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding

11.7.3 **Binding Effect.** In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Design Builder shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Design Builder shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Design Builder's obligations hereunder are binding upon Design Builder's Performance Bond Surety and these obligations shall survive notwithstanding Design Builder's completion of the Work or the termination of the Contract.

11.8 PERFORMANCE BOND, WARRANTY BOND AND PAYMENT BONDS

11.8.1 **Performance and Payment Bonds.** Within fourteen (14) Days after the later of (1) receipt of Notice of Intent to Award, or (2) completion of Negotiations (if requested), Design-Builder shall deliver to Project Manager a good and sufficient labor and material payment bond ("Payment Bond") and a good and sufficient performance bond ("Performance Bond"), each in the amount of one hundred percent (100%) of the difference of the Contract Sum less the Design Fee.

11.8.2 **Changes.** The penal amounts of the Performance Bond and Payment Bond shall be increased on account of Change Orders and Unilateral Change Orders increasing the Contract Sum. If requested by Project Manager, Design-Builder shall deliver to County evidence of the increases of such penal amounts.

11.8.3 **Replacement.** Should any bond required hereunder or any Surety on such bond become or be determined by County to be insufficient, it shall be replaced within ten (10) Days by a bond that fully complies with the requirements of this Section 11.8.

11.8.4 **Duration.** The Payment Bond shall remain in effect until Acceptance of the Work and all Claims of Design-Builder and the Subcontractors and Sub-Consultants, of any Tier, have been fully and finally resolved. The Performance Bond shall remain in effect and assure faithful performance of all Design-Builder's obligations under the Contract Documents, including, without limitation, warranty obligations.

11.8.5 **Condition of Payment.** No payments to Design-Builder for Work performed shall be made or due until there has been full compliance with the requirements of this Section 11.8.

11.8.6 **Warranty Bond.** A warranty bond in an amount equal to ten percent (10%) of the direct cost of construction, which shall be in effect throughout the Guarantee to Repair Period set forth in Paragraph 12.3.1.

11.8.7 **Surety Rating.** Any Surety company issuing the Payment, Warranty or Performance Bond shall be, at all times while such bonds are in effect, listed in the latest published United States Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" and have a current A.M. Best rating of A VIII or better.

11.8.8 **Premiums.** The premiums for the Performance, Warranty and Payment Bonds are included in the Contract Sum and shall be paid by Design-Builder at Design-Builder's Own Expense.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

11.8.9 **Obligee.** A Performance Bond shall name County as obligee. All performance bonds, if any, purchased by Subcontractors shall name County as a dual obligee with Design-Builder.

11.8.10 **No Exoneration.** The Performance Bond and Payment Bond shall contain provisions to the effect that Change Orders, Unilateral Change Orders, Field Orders, Modifications, Changes and Contract Adjustments shall in no way release or exonerate Design-Builder or its Surety from their obligations and that notice thereof is waived by the Surety.

11.8.11 **Communications.** County and Project Manager shall have the right to communicate with Surety with respect to matters that are related to performance of the Work. Design-Builder shall be provided with a copy of all such communications that are in writing. Such communications shall not create or be interpreted as creating any contractual obligation of County to Surety.

11.8.12 **No Limitation.** The requirements of this Section 11.8 pertaining to the Performance, Warranty and the Payment Bond shall be without limitation to any other obligations Design-Builder may have under Applicable Laws to provide bonding for the benefit of, and to assure payment to the Subcontractors performing the Work for, the Project.

11.8.13 **Subcontractor Bonds.** Each performance bond, if any, furnished by a first-Tier Subcontractor shall include a provision whereby the Surety consents to the contingent assignment of Design-Builder's rights under such bond to County as provided in Section 5.3, above.

ARTICLE 12
UNCOVERING AND CORRECTION OF THE WORK

12.1 UNCOVERING OF THE WORK

If a portion of the Work is covered contrary to the request or direction of County, Project Manager, Inspector of Record or County Consultants, or contrary to the requirements of the Contract Documents, it must, if required by the any of them, be uncovered for observation and be re-covered by Design-Builder at Design-Builder's Own Expense.

12.2 CORRECTION OF THE WORK

Design-Builder shall promptly correct Defective Work, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. All such Defective Work shall be either: (1) replaced and all the Work disturbed thereby made good by Design-Builder at Design-Builder's Own Expense; or (2) County may exercise its option pursuant to Section 12.4, below, to accept such Work and adjust the Contract Sum.

12.3 GUARANTEE TO REPAIR PERIOD

12.3.1 **Guarantee to Repair Period.** Besides guarantees and warranties required elsewhere in the Contract Documents, Design-Builder guarantees the Work as provided herein below. The period of this guarantee, termed the "Guarantee to Repair Period," is for one (1) year commencing as follows:

.1 for any portion of the Work that, upon Substantial Completion of the overall Work, is fully and finally complete and usable in all respects independent of other portions of the Work that are not fully and finally complete, on the date of Substantial Completion of such portion of the Work;

.2 for space beneficially occupied or for separate systems fully utilized prior to Substantial Completion, from the first date of such beneficial occupancy or full utilization, as established by an appropriate written notice by County of intent to take beneficial occupancy; or

.3 for all Work other than that described in Subparagraph 12.3.1.1 or Subparagraph 12.3.1.2, above, from the date of Final Completion of the Work.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

12.3.2 **Repairs.** Design-Builder shall do the following: (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee to Repair Period; and (2) replace, repair, or restore to the County's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. The County or Project Manager will give notice of observed Defective Work with reasonable promptness, and Design-Builder shall promptly commence such correction, replacement, repair or restoration upon notice from the County or Project Manager, but in no case later than ten (10) Days after mailing of such notice to Design-Builder's last known address. Design-Builder shall diligently and continuously prosecute such correction, replacement, repair, or restoration to completion. All Losses resulting from such Defective Work, including, without limitation, all costs of such correction, replacement, repair or restoration, additional testing, inspection and additional service fees and costs of the Project Manager, Inspector of Record, County Consultants or others whose services may be made necessary thereby, shall be paid for by Design-Builder at Design-Builder's Own Expense. Design-Builder shall correct, replace, repair or restore the Work at such times as are acceptable to the County and in such a manner as to avoid, to the greatest extent practicable, disruption to the activities of the County or the staff, students, visitors, public and others on the Site. Ordinary wear and tear, abuse, or neglect are excepted from this guarantee. Design-Builder shall notify the County in writing upon the completion of such correction, replacement, repair or restoration.

12.3.3 **Dangerous Conditions.** If immediate correction of Defective Work during the Guarantee to Repair Period is required for life, safety or the protection of property or if, in the opinion of the County, Defective Work creates a dangerous condition or requires immediate correction or attention to prevent further Loss to the County or to prevent interruption of operations of the County, the County or Project Manager will attempt to give immediate notice to Design-Builder. If Design-Builder cannot be contacted or does not comply with County's request for correction within a reasonable time as determined in the sole and absolute discretion of County or Project Manager, then County, or the Separate Contractors under the County's direction, may, notwithstanding any other provisions of this Article 12, proceed to make such corrections or provide such attention, and all costs associated with such correction or attention shall be paid by Design-Builder at Design-Builder's Own Expense. Such action by County or Project Manager will not relieve Design-Builder of the guarantees provided in this Article 12 or elsewhere in the Contract Documents. Design-Builder shall correct, replace, repair or restore to County's satisfaction and at Design-Builder's Own Expense any other parts of the Work and any other real or personal property that are damaged or destroyed as a result of such actions by County, Project Manager or the Separate Contractors.

12.3.4 **Removal.** Design-Builder shall promptly remove from the Site all the Work identified by the County or Project Manager as Defective Work, whether incorporated or not and whether discovered before or after Substantial or Final Completion. If Design-Builder either does not remove such Defective Work within ten (10) Days after mailing of notice from the County as provided in Paragraph 12.3.2, above, then the County may, without prejudice to other remedies, remove it and may store the material. The costs of such storage shall be paid by Design-Builder at Design-Builder's Own Expense.

12.3.5 **Sale.** If Design-Builder does not pay the expenses of the repair, correction or removal of the Defective Work and other Losses as required by Paragraphs 12.3.2 through 12.3.4, above, then within five (5) Days after notice by the County or Project Manager, the County may sell any materials removed at auction or at private sale or otherwise dispose of such materials and shall account for the net proceeds thereof, after deducting all costs and expenses incurred for removal or correction as provided in Paragraphs 12.3.2 through 12.3.4, above, and all costs of sale. If such net proceeds of sale do not cover the Losses for which Design-Builder is liable to the County, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Design-Builder, or the remaining payments are insufficient to cover such deficiency, Design-Builder shall promptly pay the difference to the County.

12.3.6 **Not a Limitation.** Design-Builder's obligations under this Article 12 are in addition to, and not in limitation of, its warranty under Sections 3.7 or 11.8 above, and any other obligation, guaranty or warranty of Design-Builder or any other third party under the Contract Documents. Nothing contained in this Article 12 shall be construed to shorten any periods of limitation with respect to other obligations of Design-Builder under the Contract Documents that are for longer specified periods. Establishment of the Guarantee to Repair Period

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

relates only to the specific obligation of Design-Builder to correct the Work and in no way limits either Design-Builder's liability for Defective Work or the time within which proceedings may be commenced to enforce Design-Builder's obligations under the Contract Documents.

12.4 ACCEPTANCE OF NONCONFORMING WORK

Notwithstanding any other provisions of the Contract Documents to the contrary, the County shall have the option, exercised in its sole and absolute discretion after notice by County or Project Manager to Design-Builder, in lieu of requiring that Defective Work be remedied or corrected, to reduce the Contract Sum to reflect the reduced value of the performance received by County. Such option shall be exercised solely by written notice to Design-Builder and shall not be implied from any act or omission by County or Project Manager. If there are no remaining payments of the Contract Sum to be made to Design-Builder, or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Sum, Design-Builder shall promptly pay to County the amount of any such deficiency.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The interpretation and enforcement of the Design-Build Contract and other Contract Documents and of the performance by the parties thereunder shall, notwithstanding application of the principles of conflicts of laws, be governed by the laws of the State of California. The Superior Court for the County of Mono shall have exclusive jurisdiction and venue over any legal proceedings arising out of or involving the interpretation or enforcement of, or other matters relating to, the Design-Build Contract, the other Contract Documents or the performance of the parties thereunder.

13.2 TIME OF ESSENCE

All time limits stated in the Contract Documents relative to Design-Builder's performance of obligations under the Contract Documents are of the essence. Incentives for early completion are as stated in the Contract.

13.3 SUCCESSORS AND ASSIGNS

This Design-Build Contract and other Contract Documents shall be binding on successors, assigns and legal representatives of County and Design-Builder, respectively. Design-Builder shall not assign, sublet or transfer an interest in or claim under this Design-Build Contract without advance written approval of County, which approval may be granted or withheld by County in its sole and absolute discretion, and any assignment, subletting or transfer without written approval by County shall be deemed void from its inception. Any assignment, subletting or transfer, whether or not approved by County, will not release Design-Builder from any of its obligations under the Contract Documents to County. County shall have the right to assign, sublet or transfer its interest in or any claim under this Design-Build Contract upon written notice to Design-Builder.

13.4 WRITTEN NOTICE

Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall be deemed to have been duly served if served in the following manner:

13.4.1 **Notice to County.** If notice is given to County, by personal delivery thereof to County and Project Manager or by depositing same in United States mail, enclosed in a sealed envelope addressed to County at its address shown in the Bidding Documents and to Project Manager at its last known address, and sent by registered or certified mail with postage prepaid.

13.4.2 **Notice to Design-Builder.** If notice is given to Design-Builder, by personal delivery thereof to Design-Builder or to Design-Builder's project manager or superintendent at the Site, or by depositing same in

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

United States mails, enclosed in a sealed envelope addressed to Design-Builder at its last known address for its regular place of business and sent by registered or certified mail with postage prepaid.

13.4.3 **Notice to Surety.** If notice is given to the Surety, by personal delivery to the Surety or by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond (or, if none is shown, the last known address for the Surety), and sent by registered or certified mail with postage prepaid.

13.5 RIGHTS AND REMEDIES

13.5.1 **County Rights.** Rights and remedies available to the County under the Contract Documents are in addition to and not a limitation of County's rights and remedies otherwise available under Applicable Laws.

13.5.2 **Writing Required.** Provisions of the Contract Documents may be waived by County only in writing signed by the Board of Supervisors or its authorized representative stating expressly that it is intended as a waiver of specified provisions of the Contract Documents.

13.5.3 **Subsequent Breach.** A waiver by either party of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein whether of the same or a different character.

13.6 NO NUISANCE

Design-Builder shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of Work.

13.7 EXTENT OF AGREEMENT

The Contract Documents represent the full and complete understanding of every kind or nature between the parties and all preliminary negotiations and prior representations, proposals and contracts, of whatever kind or nature, are merged herein and superseded hereby. No verbal agreement or implied covenant shall be held to vary the provisions of the Contract Documents. Any modification of this Design-Build Contract or the other Contract Documents will be effective only by written instrument signed by both County and Design-Builder and shall, if required by Applicable Laws, be formally approved or ratified by the Board of Supervisors.

13.8 NO THIRD-PARTY RIGHTS

Nothing contained in this Design-Build Contract or the other Contract Documents is intended to make any person or entity who is not a signatory to this Design-Build Contract a third-party beneficiary of any right of Design-Builder (including, without limitation, any right of Design-Builder to a benefit derived from, or to the enforcement of, an obligation assumed by County) that is expressly or impliedly created by the terms of the Contract Documents or by operation of Applicable Laws.

13.9 SEVERABILITY

Should any part, term, portion or provision of the Design-Build Contract or the other Contract Documents, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to any other party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

13.10 PROVISIONS REQUIRED BY APPLICABLE LAWS

Each and every provision of law and clause required by Applicable Laws to be inserted in the Design-Build Contract or other Contract Documents shall be deemed to be inserted in the Contract Documents shall be read and enforced as though it

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

were included herein, and if through mistake or otherwise any such provision is not inserted or if inserted and requires correction, then upon request of either party these General Conditions shall forthwith be amended by the parties to the Design-Build Contract to make such insertion or correction.

13.11 SURVIVAL

All provisions of the Contract Documents that either expressly, or by their nature, require performance or assumption by Design-Builder of an obligation that extends beyond termination of the Design Contract or Final Completion of the Work, including, without limitation, Design-Builder's obligations of, or relating to, indemnification, insurance, confidentiality, ownership of documents, retention and audit of books and records, warranties and guaranties and resolution of Claims shall be deemed to survive either termination of the Design-Build Contract or Final Completion of the Work.

13.12 FEDERAL GRANTS

In the event of a federal grant or other federal financing participation in the funding of the Project, Design-Builder shall, as required in connection with, or as a condition to, such federal grant or other federal financing participation, permit access to and grant the right to examine its books covering its services performed and expenses incurred under the Design-Build Contract or other Contract Documents and comply with all applicable federal agency requirements including, without limitation, those pertaining to work hours, overtime compensation, non-discrimination, and contingent fees.

13.13 PROHIBITED INTERESTS

Design-Builder agrees not to accept any employment or representation which will, or is likely to, make Design-Builder "financially interested" (as provided in California Government Code §§1090 and 87100, hereinafter "financially interested") in any decision made by County on any matter in connection with which Design-Builder has been retained in connection with the Project. Without limitation to the foregoing, transactions and interests prohibited by this Section 13.13 include the following: (1) no official or employee of County who is authorized in such capacity and on behalf of County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly financially interested in the performance of the Design-Build Contract or in any part thereof; (2) no officer, employee, architect, attorney, engineer or inspector of or for County who is authorized in such capacity and on behalf of County to exercise any executive, supervisory or other similar functions in connection with construction of the Project shall become directly or indirectly financially interested in the performance of the Design-Build Contract or in any part thereof; and (3) Design-Builder shall receive no compensation hereunder, and shall repay County for any compensation received by Design-Builder hereunder, should Design-Builder or any of the Subcontractors or Sub-Consultants aid, abet or knowingly participate in violation of this Section 13.13.

13.14 ASSIGNMENT OF ANTI-TRUST ACTIONS

California Public Contract Code §7103.5(b), which is hereby incorporated by this reference, provides:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, contractor or the subcontractor offers and agrees to assign to the awarding body 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 awarding body tenders final payment to contractor, without further acknowledgement by the parties."

Design-Builder for itself and all the Subcontractors and Sub-Consultants agrees to assign to County all rights, title and interest in and to all such causes of action Design-Builder and all the Subcontractors and Sub-Consultants may have under the Contract Documents. This assignment shall become effective at the time County tenders Final Payment to Design-Builder, and Design-Builder shall require assignments from all the Subcontractors and Sub-Consultants to comply herewith.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

13.15 NO WAIVER

County's approval, acceptance, use or payment for any or part of Design-Builder's performance of the Work shall not in any way alter Design-Builder's obligations, or waive any of County's rights, under Contract Documents.

13.16 CONSENT TO PHOTOGRAPHING

Design-Builder is advised that County intends, from time to time, to take photographs, videotapes and/or motion pictures of the Work, and workers located on the Site and proximate settings. Design-Builder consents to the use of Design-Builder's name and likeness in instructional or training uses, news releases, advertising and/or publicity throughout the world in perpetuity, in all media now known or hereafter invented. Design-Builder shall include in its contracts with its Subcontractors and Sub-Consultants a consent by the Subcontractor or Sub-Consultants to the use of Subcontractor's or Sub-Consultant's name and the likenesses of its employees on the same terms as provided for herein applicable to such consent by Design-Builder.

**ARTICLE 14
TERMINATION OR SUSPENSION**

14.1 COUNTY REMEDIES FOR DEFAULT

14.1.1 Event of Default. Each and any of the following shall be considered an Event of Design-Builder Default:

- .1 Design-Builder files a petition, or has filed against it a petition, for bankruptcy or is adjudged bankrupt;
- .2 Design-Builder makes a general assignment for the benefit of its creditors;
- .3 a receiver is appointed on account of Design-Builder's insolvency;
- .4 Design-Builder defaults, by failing or refusing to perform any obligation set forth in the Design-Build Contract, General Conditions or elsewhere in the Contract Documents (including, without limitation, the performance or installation of Defective Work), and thereafter: (1) fails to commence to cure such default within two (2) working days after receipt of written notice of default; (2) if the default can be cured within three (3) Days, Design-Builder fails or refuses after commencing to cure in accordance with Clause (1) hereof to fully cure such default within three (3) Days after receipt of written notice of default; or (3) if the default cannot be fully cured within three (3) Days, Design-Builder fails after commencing to cure in accordance with Clause (1) hereof to diligently and continuously prosecute and fully cure such default within ten (10) Days after receipt of such written notice;
- .5 Design-Builder fails or refuses to perform an obligation set forth in the Design-Build Contract, General Conditions or other Contract Documents that either (1) cannot be cured; or (2) cannot be cured within the 10-Day cure period set forth in Subparagraph 14.1.1.4, above;
- .6 Failure by Design-Builder to timely submit a Post-Award Submittal in accordance with the requirements of the RFP Documents;
- .7 Design-Builder's pre-qualification status has been revoked or cancelled for any for the reasons for which such revocation or cancellation is permitted under the terms of the Pre-Qualification Documents;
- .8 the occurrence of a claim upon any security (including, without limitation, any letter or credit or guaranty) provided by County at the request of Design-Builder or a Subcontractor prior to Award to assist Design-Builder or a Subcontractor in obtaining credit, financing or bonding needed: (1) to qualify for Award of the Design-Build Contract; or (2) to meet its obligations under the Contract Documents;

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.9 the default of Design-Builder, or any Subcontractor, receiving assistance under the Surety Bond and Finance Assistance Program to comply with its obligations under the Surety Bond and Finance Assistance Program; or

.10 a breach of any other agreement between County and Design-Builder as provided in Paragraph 14.1.9, below;

14.1.2 **County's Remedies.** Without limitation to the County's other rights or remedies under the Contract Documents or Applicable Laws, if there is an Event of Design-Builder Default, County shall have the right to exercise any one or more of the following remedies:

.1 **Take Over Work.** County may, without terminating the Design-Build Contract and without incurring any additional liability or responsibility to Design-Builder (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the taken-over or non-taken-over Work), take over and perform, or engage others to perform, all or a portion of the Work.

.2 **Suspend Work.** County may, without terminating the Design-Build Contract and without incurring any additional liability or responsibility to Design-Builder (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the suspended or non-suspended Work), suspend Design-Builder's performance of all or a portion of the Work for as long a period of time as the County determines, in its sole discretion, is appropriate.

.3 **Termination.** County may, without incurring any additional liability or responsibility to Design-Builder, terminate the Design-Build Contract, the Work or any portion thereof.

.4 **Surety.** If there is an Event of Design-Builder Default pursuant to any of Subparagraphs 14.1.1.1 through 14.1.1.9, above, County may, with or without terminating the Design-Build Contract and without incurring any additional liability or responsibility to Design-Builder or Surety (including, without limitation, any obligation to agree to a Contract Adjustment), exercise its rights under the Performance Bond furnished by Design-Builder by giving Surety ten (10) Days' written notice of demand to perform; provided, however, that if the Surety fails, within seven (7) Days after receipt by Surety of written demand, to deliver to the County and Project Manager written notice of its unconditional intention to perform or does not commence performance of the Work within ten (10) Days from receipt of such notice of demand, the County may, at Design-Builder's Own Expense and/or the expense of the Surety, and with or without terminating the Design-Build Contract, proceed to complete the Work by any other means County deems expedient. By executing its Performance Bond incorporating the terms of the Design-Build Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 14.1.2 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond.

14.1.3 **Design-Builder Tools, Equipment.** Upon County's exercise of one or more of its remedies following an Event of Design-Builder Default, County shall have the right, but not the obligation, to perform or complete all or any portion of the Work using any means that County may deem expedient, including, without limitation, taking possession and utilization of any or all of the materials, equipment, appliances, tools, plant and other property not owned by Design-Builder that are on the Site for County's use in performing the Work.

14.1.4 **Design-Builder Obligations.** Upon exercise by County of its remedies following an Event of Design-Builder Default, Design-Builder shall, unless County directs in writing otherwise, do the following:

.1 immediately discontinue performance of the Work to the extent specified in writing by County or Project Manager;

.2 remove no materials, equipment or tools (other than those owned by Design-Builder and not necessary for performance of a portion of the Work not terminated or discontinued) from the Site unless directed to do so by County or Project Manager and take all actions necessary or appropriate, or that the County or Project Manager may direct in writing, for the protection and preservation of the Work, any materials, equipment or tools at the Site and any materials or equipment in transit to the Site;

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

.3 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for Design-Builder to continue performance of such portion, if any, of the Work that is not discontinued or terminated by County in its written notice;

.4 provide to the County and Project Manager, in writing, no later than two (2) Days after request by County or Project Manager, a statement listing or providing: (1) all subcontract agreements, purchase orders and contracts that are outstanding, as well as any change orders, amendments and modifications thereto; (2) the status of invoicing, payments and balance owing under each such subcontract agreement, purchase order and contract; (3) the status of performance and any claims asserted under each such subcontract agreement, purchase order and contract; and (4) providing such other information as the County or Project Manager may determine to be necessary in order to decide whether to accept assignment of any such subcontract agreement, purchase order or contract;

.5 promptly following and in accordance with County's or Project Manager's written direction: (1) assign to the County or its designee those subcontract agreements, purchase orders or contracts, or portions thereof, that the County elects to accept by assignment; (2) cancel, on the most favorable terms reasonably possible, any subcontract agreement, purchase order or contract, or portion thereof, that the County does not elect to accept by assignment; and (3) if requested by County, settle, with the prior written approval of County of the terms of settlement, outstanding liabilities to Subcontractors and Sub-Consultants with respect to the Work terminated or discontinued;

6. not terminate any insurance required by the Contract Documents;

7. thereafter continue only such performance as may be directed by County or Project Manager;

8. deliver to the County or Project Manager the documents required to delivered pursuant to Paragraph 1.4.6, above; and

9. at the option of County, exercisable in its sole discretion, and written request of County or Project Manager, deliver to the County, and transfer title to the County of, any completed items, materials, products, equipment or other unincorporated parts of the Work that have not been previously delivered to the Site.

14.1.5 **Accounting and Payment**

.1 **Full Termination or Discontinuance.**

(1) **Further Payment.** In the event of an exercise by County of any of its remedies following an Event of Design-Builder Default that results in a termination or discontinuance of the entire Work, then no further payment shall be due to Design-Builder for the Work until an accounting has been conducted in accordance with this Paragraph 14.1.5.

(2) **Time for Accounting.** Within forty-five (45) Days after Final Completion of the Work by Design-Builder, Surety, County or others at request of County or Project Manager, an accounting shall be made pursuant to this Paragraph 14.1.5 of the amount due to Design-Builder or County.

(3) **Payment Amount.** If, based on the accounting conducted pursuant to this Paragraph 14.1.5, the Design-Builder Amount exceeds the County Amount, then the difference shall be paid by County to Design-Builder within fifteen (15) Days after demand by Design-Builder following completion of such accounting. If the County Amount exceeds the Design-Builder Amount, then the difference shall be paid by Design-Builder to County within fifteen (15) Days after demand by County or Project Manager following completion of such accounting. Payment by Design-Builder of the amount due to County pursuant to such accounting shall not be construed as a release of Design-Builder's obligation to County for, or County's right to recover from Design-Builder, any Losses, of any kind whatsoever, not part of the calculation of the County Amount (including, without limitation, additional Losses related to circumstances that formed the basis for calculation of the County Amount) that may be then or thereafter owing to or recoverable by County under Applicable Laws or the Contract Documents.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

(4) Design-Builder Amount. The Design-Builder Amount used as the basis for payment pursuant to the accounting under this Paragraph 14.1.5 shall be calculated as follows:

(a) take one of the following, as applicable:

(i) if the Design-Build Contract is terminated prior to completion to of the Final Construction Documents, then take a portion of the Design Fee based on a percentage of completion achieved that is calculated in a manner consistent with the percentages set forth in Subparagraph 9.4.1.1 of the General Conditions, based on the product derived by multiplying the Design Fee by the percentage completion of the Construction Documents achieved as of the date of such termination; or,

(ii) if the Design-Build Contract is terminated after completion of Final Construction Documents, the full amount of Design Fee;

(b) if the Design-Build Contract is terminated after completion of Final Construction Documents, then add thereto the product derived by multiplying (i) the difference of the Contract Sum less the Design Fee by (ii) the County's Good Faith Determination of the percentage of the Work properly performed by Design-Builder and (I) in permanent place, (II) previously fabricated and delivered to the Site or (III) fabricated and en route for delivery to the Site and delivered to the Site within a reasonable time after Design-Builder's receipt of such written notice;

(c) subtract therefrom all amounts previously paid by County to Design-Builder or to Subcontractors or Sub-Consultants.

(5) County Amount. The County Amount used as the basis for payment pursuant to the accounting under this Paragraph 14.1.5 shall be calculated based on the sum of all past, present and future Losses to County resulting or reasonably certain to result, directly or indirectly, from any or all of the following: (a) any negligence, willful misconduct, or Defective Work on the part of Design-Builder or any Subcontractor or Sub-Consultant; (b) any Event of Design-Builder Default, whether or not constituting the basis of the County's termination or discontinuance; (c) the County's exercise of its rights and remedies under and in accordance with the Contract Documents or Applicable Laws following the occurrence of an Event of Design-Builder Default; and (d) the payment by County of amounts to Design-Builder or any Subcontractor or Sub-Consultant that were not owing to Design-Builder or that were in excess of the amount to which Design-Builder was entitled under the Contract Documents.

.2 Partial Termination or Discontinuance. In the case of an exercise by County of its remedies for an Event of Design-Builder Default that results in a discontinuance or termination of only a portion of the Work, then the Contract Sum and Contract Time shall be adjusted under the provisions of Article 7 and Article 8, above, applicable to Deleted Work. Design-Builder shall thereafter continue to be paid for its performance of the other portions of the Work in accordance with the terms of the Contract Documents, less any amounts that County is entitled to withhold on account of any Loss resulting or threatened as a result of Design-Builder's default.

.3 Exclusive Compensation. Design-Builder agrees to accept such amounts, if any, as allowed under this Paragraph 14.1.5 as its sole and exclusive compensation in the event of an exercise by County of its remedies permitted by the Contract Documents or Applicable Laws following an Event of Design-Builder Default.

14.1.6 Surety. Without limitation to any of the County's other rights or remedies under a Performance Bond furnished by Design-Builder, Contract Documents or Applicable Laws, the County has the right to suspend, take over or terminate the performance of the Work by Surety in the event of any of the following: (1) failure of Surety or its contractors to begin the Work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (2) abandonment of the Work by Surety or its contractors; (3) if at any time the County makes a Good Faith Determination that the Work is unnecessarily or unreasonably delayed by Surety or its contractors; (4) violation by Surety or its contractors of any terms of the Contract Documents, Performance Bond or Applicable Laws; or (5) failure by Surety or its contractors to follow instructions of the County or Project Manager for performance of the Work or for performance of the Work within the Contract Time. By executing its Performance Bond incorporating the terms of the Design-Build Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 14.1.6 as

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond.

14.1.7 **Conversion.** In the event a termination for cause by the County is adjudged by a court or by binding arbitration conducted in accordance with the Contract Documents to have been wrongful, such termination shall be deemed converted to a termination for convenience pursuant to Section 14.3, below, in which case Design-Builder agrees to accept such amount, if any, as permitted by Paragraph 14.3.3, below, as its sole and exclusive compensation and agrees to waive any right to recovery of any other compensation or Loss, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity or other consequential, direct, indirect or incidental damages, of any kind.

14.1.8 **Substantial Performance Waived.** The legal doctrine that a contractor may recover for substantial performance of a building contract is to have no application to the Design-Build Contract. Any Event of Design-Builder Default, whether occurring before or after the Work is Substantially Completed, shall be deemed material and shall give rise to the right of County to exercise its remedies permitted under the Contract Documents or Applicable Laws.

14.1.9 **Cross Default.** Design-Builder agrees that a breach of any other agreement between Design-Builder and County, whether related or unrelated to the Project, that is not cured in accordance with the terms of such other agreement constitutes an Event of Design-Builder Default under the Design-Build Contract, thereby entitling County to assert all its rights and remedies hereunder including, but not limited to, a specific right of offset by County against any amounts otherwise payable to Design-Builder under the Design-Build Contract or any other agreement between Design-Builder and County.

14.1.10 **Rights Cumulative.** All of County's rights and remedies under the Contract Documents are cumulative, and shall be in addition to and not a limitation upon those rights and remedies available under Applicable Laws.

14.1.11 **Materiality.** Designation in the Contract Documents of certain defaults as "material" shall not be construed as implying that other defaults not so designated are not material nor as limiting County's right to terminate or exercise its other rights or remedies for default to only material defaults.

14.1.12 **County Action.** No termination or action taken by County after termination shall prejudice any rights or remedies of County provided by Applicable Laws or by the Contract Documents, including, without limitation, the right of County to proceed against Design-Builder to recover all Losses suffered by reason of Design-Builder's default.

14.2 SUSPENSION BY COUNTY FOR CONVENIENCE

14.2.1 **Suspension Order.** Without limitation to the County's rights under Section 14.1, above, County may, at any time and from time to time, without the occurrence of any Event of Design-Builder Default or other cause, order Design-Builder, in writing, to suspend, delay or interrupt performance of the Work, in whole or in part. Upon receipt of such an order, Design-Builder shall comply with its terms and take all reasonable steps to minimize additional costs that are incurred applicable to the portion of the Work suspended, delayed or interrupted by County.

14.2.2 **Resumption.** If an order issued by the County pursuant to this Section 14.2 is canceled or expires, Design-Builder shall resume and continue with the previously suspended portion of the Work. In such event, Design-Builder shall be entitled to a Contract Adjustment for additional Allowable Costs necessarily caused by such suspension and compensation allowed under Section 3.5 of the Design-Build Contract for Compensable Delay; provided, however, that no such Contract Adjustment shall be made: (1) to the extent that performance either is, was or would have been so suspended, delayed or interrupted by another cause for which Design-Builder or any of the Subcontractors or Sub-Consultants is responsible or for which Design-Builder would not be entitled to a Contract Adjustment; (2) to the extent that a Contract Adjustment on account thereof is made or

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

denied under another provision of the Contract Documents; or (3) for any general or specific escalation in prices of the Work.

14.2.3 **Limitation.** The provisions of this Section 14.2 shall not apply unless a written order is issued by County pursuant to this Section 14.2.

14.3 TERMINATION BY COUNTY FOR CONVENIENCE

14.3.1 **Right to Terminate for Convenience.** Without limitation upon any of County's other rights or remedies under the Contract Documents or Applicable Laws, County shall have the option, at its sole discretion and without the occurrence of any Event of Design-Builder Default or any other cause, to terminate the Design-Build Contract or Work, in whole or in part, by giving five (5) Days written notice to Design-Builder.

14.3.2 **Design-Builder Obligations.** Upon receipt of notice of termination for convenience pursuant to this Section 14.3, Design-Builder shall, unless such notice directs otherwise, comply with all of the provisions of Paragraph 14.1.4, above.

14.3.3 **Design-Builder Compensation.** Following termination without cause pursuant to this Section 14.3 and within sixty (60) Days after receipt of a complete and timely Application for Payment from Design-Builder, an accounting shall be conducted in accordance with the process set forth in Paragraph 14.1.5, above. In such event, the amount due to Design-Builder shall be the Design-Builder Amount as calculated in the same manner provided for in Paragraph 14.1.5, above, except that there shall be added to the calculation of the Design-Builder Amount an amount for: (1) the reasonable, actual and direct Allowable Costs incurred and paid by Design-Builder (and not Subcontractors or Sub-Consultants) for (a) demobilizing Design-Builder's facilities from the Site, and (b) Design-Builder's administering the close out of its participation in the Project for a period of no longer than fifteen (15) Days; plus (2) a markup to Design-Builder on the Design-Builder's Allowable Costs incurred under Clause (1) of this Paragraph that is based on the percentage for Allowable Markup that Design-Builder is permitted to charge pursuant to Article 7, above, for Compensable Changes involving Extra Work that is self-performed by Design-Builder.

14.3.4 **Exclusive Compensation.** Design-Builder agrees to accept the compensation allowed under Paragraph 14.3.3, above, as its sole and exclusive compensation in the event of a termination by County for convenience and waives any claim for Loss related to County's termination for convenience, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, or incidental damages, of any kind.

14.3.5 **Subcontractors, Sub-Consultants.** Design-Builder shall include provisions in all of its subcontracts, purchase orders and other contracts with the Subcontractors and Sub-Consultants permitting termination for convenience by Design-Builder on terms that are consistent with, and that afford no greater rights of recovery against Design-Builder for termination than are afforded to Design-Builder under, this Section 14.3.

14.4 TERMINATION BY DESIGN-BUILDER

14.4.1 **Design-Builder's Remedies.** Subject to the provisions of Paragraph 14.4.2 and Paragraph 14.4.3, below, Design-Builder's sole right to terminate the Design-Build Contract shall be its right to terminate, for cause only, upon the occurrence of either of the following:

.1 the entire Work is stopped for one hundred sixty (160) consecutive Days, through no act or fault of Design-Builder or any of the Subcontractors or Sub-Consultants, of any Tier, or any employee or agent of any of them, due to issuance of an order of a court or other Governmental Authority or due to a declaration of a national emergency making material unavailable; or

.2 the entire Work is suspended by Design-Builder in accordance with a proper exercise by Design-Builder of its rights under Section 9.8, above, for a continuous period of thirty (30) Days.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

14.4.2 **Notice of Intention to Terminate.** If one of the reasons to terminate as described in Paragraph 14.4.1, above, exists, Design-Builder may, upon thirty (30) Days written notice to County and Project Manager, terminate the Design-Build Contract and recover from County as its sole and exclusive compensation such sums as are permitted under Paragraph 14.3.3, above.

14.4.3 **Continuous Performance.** Provided that Design-Builder is paid undisputed sums due in accordance with the requirements of the Design-Build Contract, Design-Builder shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with County or Project Manager, including, without limitation, any disputes or disagreements over payments of money claimed due under the Contract Documents.

14.5 WARRANTIES

All obligations of Design-Builder and the Subcontractors and Sub-Consultants under the Contract Documents with respect to warranties and guarantees of the Work will continue in force and shall apply, notwithstanding a termination or other discontinuance of the Work by County or Design-Builder pursuant to an exercise of its rights under this Article 14, to any portion of the Work that at the time of such termination or discontinuance has been completed or partially completed by Design-Builder to the point that it is substantially ready (exclusive of any incidental work that may be needed to connect such portion to other Work to other Work or Existing Improvements or to energize such portion of the Work for operation) for use or occupancy by County.

ARTICLE 15
NON-DISCRIMINATION

15.1 NON-DISCRIMINATION IN SERVICES

15.1.1 Design-Builder must, in accordance with Applicable Laws, not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. For the purpose of this Section 15.1, discrimination in the provision of services may include, but is not limited to the following:

- .1 Denying any person any service or benefit or the availability of a facility.
- .2 Providing any service or benefit to any person which is not equivalent to, or is in a non-equivalent manner or at a non-equivalent time from, that provided to others.
- .3 Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service.
- .4 Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- .5 Treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

15.1.2 Design-Builder shall ensure that services are provided without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

15.1.3 Design-Builder shall establish and maintain written procedures under which any person applying for, performing or receiving services hereunder, may seek resolution from Design-Builder of a complaint with respect to any alleged discrimination. Such persons shall be advised by Design-Builder of these procedures. A copy of such procedures shall be posted by Design-Builder in a conspicuous place, available and open to the public, in each of Design-Builder's facilities where services are provided hereunder.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

15.2 NON-DISCRIMINATION IN EMPLOYMENT

Design-Builder must, in accordance with Applicable Laws, not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. Without limitation to any other provisions of this Section 15.2, in the performance of the obligations under the Contract Documents, Design-Builder and the Subcontractors and Sub-Consultants shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code §§12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§200e - 217), whichever is more restrictive. Design-Builder and the Subcontractors and Sub-Consultants shall ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws. Such shall include, but not be limited to, the following:

.1 Employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

.2 Selection for training, including apprenticeship.

15.2.1 Design-Builder agrees to post in conspicuous places in each of Design-Builder's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Section 15.2.

15.2.2 Design-Builder shall, in all solicitations or advertisements for employees placed by or on behalf of Design-Builder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws.

15.2.3 Design-Builder shall send to each labor union, or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or the workers' representative of Design-Builder's commitments under this Section 15.2.

15.2.4 Design-Builder certifies and agrees that it will deal with the Subcontractors, Subcontractors, bidders and vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of Applicable Laws.

15.2.5 In accordance with Applicable Laws, Design-Builder shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with the provisions of this Section 15.2. Design-Builder shall provide such other information and records as such representatives may require in order to verify compliance with the provisions of this Section 15.2.

15.2.6 If County finds that any of the provisions of this Section 15.2 have been violated by Design-Builder or any of the Subcontractors or Sub-Consultants, such violation shall constitute a material breach of the Design-Build Contract for which County may cancel, terminate or suspend the Design-Build Contract. While County reserves the right to determine independently that the anti-discrimination provisions of the Design-Build Contract have been violated, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Design-Builder or the Subcontractor or Sub-Consultant has violated State or Federal anti-discrimination laws shall constitute a finding by County that Design-Builder or the Subcontractor or Sub-Consultant has violated the provisions of this Section 15.2.

15.2.7 Design-Builder hereby agrees that it will comply with §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and similar Applicable Laws relating to employment of or access to persons with disabilities, all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Design-Builder receiving Federal Financial Assistance.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

Exhibit "B" – Payment – Extra, Additional, or Deleted Work

<i>PAYMENT – EXTRA, ADDITIONAL, OR DELETED WORK</i>	<i>Extra Or Credit</i>
1. <u>General Contractor Material</u> a. Attach itemized quantity and unit cost plus sales tax b. Include information where derived.	
2. <u>General Contractor Labor</u> Attach itemized hours and rates per certified payrolls and prevailing wage chart. Rates shall only include a maximum of 10% for payroll burden plus actual costs for Workers' Compensation Insurance. Payment for extra supervision will be paid when extra work is done in a time period other than normal working hours.	
3. Subtotal - (Item #1 plus Item #2)	
4. <u>General Contractor's overhead, profit, supervision, bond fees</u> A maximum aggregate total of 11% of Item #3. This item is not allowed on Extended Overhead	
5. Total General Contractor (Item #3 plus Item #4)	
6. <u>Subcontractor Material</u> a. Attach itemized quantity and unit cost plus sales tax b. Include information where derived.	
7. <u>Subcontractor Labor</u> Attach itemized hours and rates per certified payrolls and prevailing wage chart. Rates shall only include a maximum of 10% for payroll burden plus actual costs for Workers' Compensation Insurance. Payment for extra supervision will be paid when extra work is done in a time period other than normal working hours.	
8. Subtotal – (Items #6 and #7)	
8. <u>General Contractors' overhead, supervision, bond fees and profit for Subcontractor work</u> (maximum aggregate total of 11% of Item #8) This item is not allowed on Extended Overhead	
10. <u>Subcontractor's Overhead and Profit</u> Maximum aggregate total of 10% of Item #8. Not to be included for work provided by General Contractor. No Sub-Tier markups allowed. Attach signed Subcontractor documentation on Subcontractor letterhead. This item is not allowed on Extended Overhead	
11. Subtotal - (Items #9 & #10)	
TOTAL (Item #5 plus Item #8 plus Item #11)	

EXTRA OR CREDIT CHANGE ORDERS WILL NOT BE CONSIDERED UNLESS THIS EXHIBIT IS COMPLETELY FILLED IN WITH ALL ADDS AND DEDUCTS ACCOUNTED FOR ALONG WITH APPROPRIATE BACKUP DOCUMENTATION THE WAGE RATE WORKSHEET SUPPLEMENT SHEET.

MONO COUNTY CIVIC CENTER BUILDING
DESIGN-BUILD CONTRACT

Supplement to Exhibit "B".

WAGE RATE WORKSHEET

Provide for each trade and craft level for Contractor and Subcontractor

Contractor:					
Trade:					
Effective Dates:					
Time: (Regular, Overtime, Double Time)					
	Shop		Field		
	Journeyman	Foreman	Journeyman	Foreman	General Foreman
Hourly Base Rate					
Base Wage Rate					
Vacation Pay					
Supplemental Dues					
Total Base Wage					
Payroll Taxes					
FICA (Social Security)					
FUI or FUTA (Unemployment insurance)					
SUI or SUTA (State unemployment insurance)					
Total Payroll Taxes					
Fringe Benefits					
Health & Welfare					
Pension					
Apprenticeship Training					
Industry Fund					
Other (Explain)					
Total Fringe Benefits					
Worker's Compensation Insurance					
Total Labor Cost Per Hour					

END OF GENERAL CONDITIONS

02.19.2018

Mono County

New Civic Center

Criteria Documents

HMC Architects



This page intentionally left blank

TABLE OF CONTENTS

1. OVERVIEW	
1.1 BACKGROUND/HISTORY	PAGE 6
1.2 GENERAL PROJECT DESCRIPTION	PAGE 6
1.3 SITE MAP.....	PAGE 7
1.4 PROJECT GOALS AND OBJECTIVES.....	PAGE 8
1.5 PURPOSE OF DESIGN CRITERIA	PAGE 8
2. BUILDING SYSTEM NARRATIVES	
2.1 ARCHITECTURAL.....	PAGE 10
2.1.1 PROGRAM / SPACE REQUIREMENTS SUMMARY.....	PAGE 10
2.1.2 SITE DESIGN AND SITE ACCESS.....	PAGE 13
2.1.3 BUILDING DESIGN.....	PAGE 14
2.1.4 BUILDING DESIGN CONCEPT & SPACE ADJACENCY.....	PAGE 15
2.1.5 BUILDING MATERIALS.....	PAGE 16
2.1.6 SUSTAINABILITY GOALS.....	PAGE 16
2.1.7 SPECIAL ROOM / SPACE REQUIREMENTS.....	PAGE 17
2.1.8 WAYFINDING SIGNAGE.....	PAGE 19
2.2 MECHANICAL SYSTEM	PAGE 20
2.2.1 MECHANICAL DESIGN REQUIREMENTS.....	PAGE 20
2.2.2 HVAC SYSTEM DESIGN CRITERIA	PAGE 20
2.3 ELECTRICAL SYSTEM.....	PAGE 22
2.3.1 ELECTRICAL DESIGN REQUIREMENTS.....	PAGE 22
2.3.2 ELECTRICAL SYSTEM DESIGN CRITERIA.....	PAGE 22
2.3.3 LOW VOLTAGE DESIGN REQUIREMENTS.....	PAGE 25
2.3.4 LOW VOLTAGE SYSTEM DESIGN CRITERIA (PER AREA)...	PAGE 28
2.4 PLUMBING SYSTEM.....	PAGE 30
2.4.1 PLUMBING DESIGN REQUIREMENTS.....	PAGE 30
2.4.2 PLUMBING DESIGN CRITERIA.....	PAGE 31
2.5 FIRE PROTECTION SYSTEM.....	PAGE 33
2.5.1 FIRE PROTECTION DESIGN REQUIREMENTS.....	PAGE 33
2.5.2 FIRE PROTECTION DESIGN CRITERIA.....	PAGE 34
3. ROOM DESIGN REQUIREMENTS.....	PAGE 36
3.1 ROOM DATA SHEETS.....	PAGE 36
4. DESIGN STANDARDS.....	PAGE 48
4.1 LIST KNOWN APPLICABLE CODES.....	PAGE 48
4.2 STANDARD CHECKLIST.....	PAGE 49
5. TOPOGRAPHIC & UTILITY SURVEY AND UTILITY PLAN (FOR REFERENCE ONLY) SEE ATTACHMENT “A”	



This page intentionally left blank

OVERVIEW



1. OVERVIEW

1.1 BACKGROUND/HISTORY

Mono County currently leases two separate office spaces within the Town of Mammoth Lakes to provide a variety of services. The cost of these leases and the unpredictability of those costs has caused the County to research the potential of constructing its own facility within the Town of Mammoth Lakes.

The Project represents one aspect of the development of a Civic Center parcel in Mammoth. At this time, the site includes a court facility owned by the California Judicial Council, Administrative Office of the Courts, a Mammoth Lakes Police Station, as well as parking areas for an adjacent publicly-owned hospital. As discussed, the Project has been envisioned as a larger “joint” facility between the County and the Town of Mammoth Lakes (future). This concept was explored in depth with conceptual building programs, site plans, floor plans, exterior renderings and costs estimates that were provided in May 2017. Due to different scheduling needs, the County is pursuing development of its portion of the facility prior to the Town of Mammoth Lakes. This criteria document primarily addresses only the County’s portion of the facility.

The primary goals were to study and document the key requirements and visions for the facility. A collaborative process was used to compile the information. Mono County and the Town of Mammoth Lakes hired HMC Architects to help vision their future Civic Center. This took place during an intensive week-long programming and design effort working with county and city staff and meeting with user groups to assess the needs of each department. Departmental meetings included site visits to existing facilities as well as a review of spaces needed. These discussions then led to a review of how new spaces could be set up to accommodate changing working models, as well as maximize interaction between other departments. Meetings were also held with surrounding property stakeholders to discuss ways to share resources such as overflow parking and snow removal storage. The results of this effort were the program and criteria document that follows; some components are more developed or specific than others. This is a result of the committee having specific requirements or expectations of that area. Other areas are less developed which gives the DBE more latitude in the design of this area, in collaboration with the input of the Design Committee.

1.2 GENERAL PROJECT DESCRIPTION

Mono County’s main headquarters is located in Bridgeport, but because the Town of Mammoth Lakes is the largest city in the County, it requires a large amount of County services. Over the years, the County has leased more and more space in various buildings within the Town of Mammoth Lakes. Last year, the County decided to construct a building and consolidate all the services in one location, and create a county and possible town civic center to help improve services to the public and combine all Mono County staff in one building.

The Project consists of the design and construction of an approximately 33,100 square feet wing of an envisioned 53,500 square feet office facility, with utilities, access, parking lot, and landscaping. The project is located within a Civic Center complex in the Town of Mammoth Lakes, CA, on the southeast corner of the intersection of Hwy 203 and Sierra Park Road. The facility is intended to house numerous County Departments and will feature appropriate access, public entrances, counters and private offices with varied security and privacy requirements.

1.3 SITE MAP



Superior Court of CA
Mammoth Lakes

Police Station HQ of
Mammoth Lakes

View of Project Site



1.4 PROJECT GOALS AND OBJECTIVE

- Consolidate all the County services in the Town of Mammoth in one location
- To improve public service by having all County services in one location, which will allow divisions that work together to be more efficient and share support facilities.
- Improve the work environment for County staff.
- Allow the County to invest in the Town with a new building and build equity instead of spending money on multiple leased facilities.
- Create a clear place for the public to go for County services in Mammoth.
- The preferred move-in date of October 1, 2019 is based on the expiration of one of the County's two leases, when the County would prefer to relocate all its office space into the new facility.

1.5 PURPOSE OF DESIGN CRITERIA

The purpose of this design criteria is to give the DBE programmatic requirements, design recommendations, ideas, and direction for the design and development for the Mono County Office Building. The information included in this document is not intended to be complete or standalone but should be a starting point for discussion with the design committee in further development of the design through a series of meetings and review of documents. The DBE shall review and follow the Town of Mammoth Lakes Design Guidelines and standards & procedures, which layer over these design criteria documents as part of the requirements for this project. Where a conflict exists, if any, the Town of Mammoth Lakes Design Guidelines and standards & procedures shall govern. Upon further review and discussion, the Committee may add new information and expectations beyond what is presented in this document. The DBE should anticipate that with the further development of the project. Lastly, the DBE's design will incorporate more detailed information and requirements from the Committee.

BUILDING SYSTEMS NARRATIVES



2. BUILDING SYSTEMS NARRATIVES

2.1 ARCHITECTURAL

2.1.1 PROGRAM / SPACE REQUIREMENTS SUMMARY

The assessment of all the space usage was a vital portion of the programming process. The following chart, is an overview calculation of the major program spaces and square footages.

PUBLIC SPACES	Qty	SF	Area SF	Notes
RESTROOM, 2 each floor	4	225	900	SOME OF THESE AREAS COULD BE SHARED WITH TOML IF COORDINATED BETWEEN TWO ENTITIES PARKING FOR 15 VISITORS
MED CONFERENCE ROOM Emergency Center, 2nd floor	1	400	400	
MED CONFERENCE ROOM, 1st floor	1	354	354	
COPY CENTER, 2nd floor	1	300	300	
SINGLE RESTROOM (1) on each floor near larger restrooms	2	64	128	
BREAK ROOM/KITCHEN 1st floor	1	600	600	
BREAK ROOM/KITCHEN 2nd floor	1	250	250	
SMALL CONFERENCE ROOM 2nd floor	2	261	522	
PUBLIC COUNTER AREA with planning on 1st floor	1	400	400	
TRAINING ROOM/GROUP THERAPY Health Area, 2nd floor	1	1,400	1,400	
CONF ROOMS 1st floor	2	261	522	
LOBBY 1st floor	1	1000	1000	
MAIL ROOM/ SERVICE ENTRY 1st floor	1	300	300	
Shared Spaces Total			7,076	
<i>Approx. Circulation & Grossing Factor 35%</i>			3,289	
Subtotal			10,365	

CAO AND BOS/ADMINISTRATION	Qty	SF	Area SF	Notes
CAO OFFICE/DIRECTOR	2	121	242	NEAR COUNTY COUNSEL AND BOS. COULD SHARE RE- CEPTION AREA WITH OTHER DEPARTMENT. PARKING FOR 4
MANAGERS OFFICE	2	110	220	
WORKSTATION	3	48	144	
CLERK OFFICE	0	121	0	
FINANCE OFFICE	1	110	110	
WAITING/RECEPTION	0	200	0	
STAFF OFFICE	2	121	242	
CAO and BOS ADMINISTRATION Total			958	
<i>Approx. Circulation & Grossing Factor 35%</i>			325	
Subtotal			1,283	

INFORMATION AND TECHNOLOGY	Qty	SF	Area SF	Notes
DIRECTOR OFFICE	1	121	121	ALL CAN BE SHARED WITH TOWN OF MAMMOTH AND NEAR COUNSEL BOARD ROOM PARKING FOR 7
CUBICLES	6	48	288	
CONFERENCE ROOM	0	261	0	
DATA CENTER (WITH BACKUP POWER)	1	250	250	
STORAGE AND SHIPPING	1	200	200	
Information and Technology Total			859	
<i>Approx. Circulation & Grossing Factor 35%</i>			300	
Subtotal			1,159	

NOTE: SPACES SHARED WITH THE TOWN BUT NOT PART OF THE COUNTY PROGRAM				
BOARD ROOM/TRAINING			2,500	
CAUCUS ROOM			350	
STORAGE FOR BOARD ROOM			250	
RESTROOMS FOR BOARD			128	
PUBLIC ENTRY				
PUBLIC TOILETS				

COUNTY COUNSEL	Qty	SF	Area SF	Notes
ATTORNEYS' OFFICES	4	121	484	PARKING FOR 7
ADMINISTRATION	1	48	48	
RECEPTION	1	100	100	
STORAGE	1	150	150	
LAW LIBRARY	1	150	150	
FILE AREA	0	100	0	
County Counsel Total			932	
Approx. Circulation & Grossing Factor 35%			325	
Subtotal			1,257	

COMMUNITY DEVELOPMENT	Qty	SF	Area SF	Notes
BUILDING PERMIT TECHS	2	48	96	CLOSE TO PUBLIC WORKS, ECON DEV, TOWN COM DEV. CAN SHARE RECEPTIONIST
RECEPTIONIST	1	48	48	
PLANNER	3	110	330	PARKING FOR 8
PRINCIPAL PLANNER	1	110	110	
BUILDING INSPECTOR	1	110	110	
DIRECTOR	1	121	121	
ENFORCEMENT OFFICER	1	110	110	
PLAN ROOM/PLOTTER	0	150	0	
STORAGE AND LIBRARY	1	80	80	
COUNTER	0	120	0	
Community Development Total			1,005	
Approx. Circulation & Grossing Factor 35%			350	
Subtotal			1,355	

ECONOMIC DEVELOPMENT	Qty	SF	Area SF	Notes
DIRECTOR	1	121	121	NEW TOWN COMMUNITY DEVELOPMENT IF POSSIBLE
MANAGER	1	110	110	
ASSISTANT CUBICLE	2	48	96	PARKING FOR 4
STORAGE	1	120	120	
SMALL CUBICLES	0	48	0	
Economic Development Total			447	
Approx. Circulation & Grossing Factor 35%			150	
Subtotal			597	

PUBLIC WORKS	Qty	SF	Area SF	Notes
COUNTY ENGINEER OFFICE	1	121	121	CLOSE TO COMMUNITY DEVELOPMENT BUILDING, TOML PUBLIC WORKS
SENIOR ENGINEER OFFICE	1	121	121	
CUBICAL	1	48	48	PARKING FOR 5
STORAGE/PLAN ROOM	0	200	0	
COUNTER AREA	1	120	120	
Public Works Total			410	
Approx. Circulation & Grossing Factor 35%			125	
Subtotal			535	

PROBATION	Qty	SF	Area SF	Notes
OFFICERS OFFICE	8	121	968	SEPARATE PUBLIC ACCESS
FUTURE OFFICE	1	121	121	
RESTROOM	2	48	96	PARKING FOR 17
LOBBY	1	120	120	
JUVENILE LOBBY	1	120	120	
3 HOLDING CELLS, BOOKING, PRIVATE ACCESS	0	400	0	
CONF RM	1	261	261	
WEAPONS ROOM	0	100	0	
WORKROOM/STORAGE	1	200	200	
Probation Total			1,886	
Approx. Circulation & Grossing Factor 35%			650	
Subtotal			2,536	

OFFICE OF DISTRICT ATTORNEY	Qty	SF	Area SF	Notes
DISTRICT ATTORNEY	1	160	160	SECURE AREA SEPARATE FROM ALL OTHER AREAS.
ASSISTANT DISTRICT ATTORNEY	1	121	121	
DEPUTY DISTRICT ATTORNEY	2	121	242	PARKING FOR 10
CHIEF INVESTIGATOR	1	121	121	
INVESTIGATOR	1	121	121	CUBICAL 8x6 TYP.
OPEN MEETING AREA in Investigation Area	1	48	48	
SHARED INVESTIGATORS CUBICALS	3	48	144	
VICTIM WITNESS ADVOCATE	1	121	121	
ADMIN. SPECIALIST CUBICLE / Reception	2	48	96	
INTERVIEW ROOM	1	121	121	
RECEPTION	0	80	0	
WAITING	1	120	120	
RESTROOMS/ w shower	1	100	100	
FILE/STORAGE	1	120	120	
EVIDENCE ROOM	1	100	100	
GUN/EQUIPMENT	1	100	100	
CONFERENCE ROOM	1	261	261	
BREAK ROOM	1	150	150	
Office of District Attorney Total			2,246	
Approx. Circulation & Grossing Factor 35%			750	
Subtotal			2,996	



PUBLIC HEALTH	Qty	SF	Area SF	Notes
DIRECTORS OFFICE	1	121	121	CO-LOCATED IN SOCIAL SERVICES AND BEHAVIORAL HEALTH
OFFICE HEALTH OFFICER	1	121	121	
NURSE OFFICES	4	121	484	PARKING FOR 24
CLINIC AREA	0	500	0	
RESTROOM	2	48	96	
TOBACCO OFFICE, 2 people with storage	1	160	160	
OFFICE, CCS near Nurses	1	121	121	
RECEPTION/CUBICLES	4	48	192	
WAITING	1	200	200	
OFFICE, two people emergency prep	1	160	160	
ENVIRONMENTAL HEALTH DIRECTOR OFFICE	1	121	121	
ENVIRONMENTAL STAFF	5	48	240	
OFFICES, WIC Dir and WIC Asst, near Waiting	2	121	242	
EXAM ROOM	1	110	110	
LAB/MED SUPPLIES	1	120	120	
RESTROOMS, one connected to Lab	2	48	96	
COPY SUPPLY ROOM	1	150	150	
STORAGE RECORDS,	2	120	240	
WIC STORAGE, weights and measures	1	120	120	
LACTATION ROOM, with sink	1	48	48	
Public Health Total			3,142	
Approx. Circulation & Grossing Factor 35%			1,078	
Subtotal			4,220	

BEHAVIORAL HEALTH	Qty	SF	Area SF	Notes
RECEPTION	1	48	48	NEAR OTHER HEALTH HUMAN SERVICES
WAITING	1	150	150	
STAFF OFFICES	13	121	1,573	PARKING FOR 18
WORKSTATION	0	64	0	
INTERVIEW ROOM	0	64	0	
CONFERENCE	0	261	0	
TELEPSYCHIATRY ROOM	1	110	110	
KIDS PLAY THERAPY	0	110	0	
STORAGE	1	120	120	
RESTROOMS, shared with Social Services				
Behavioral Health Total			2,001	
Approx. Circulation & Grossing Factor 35%			680	
Subtotal			2,681	

SOCIAL SERVICES	Qty	SF	Area SF	Notes
RECEPTION	1	48	48	PARKING FOR 37 - 14 COUNTY CARS AND 23 STAFF
WAITING	1	150	150	
DIRECTOR OFFICE	1	121	121	
PROGRAM MANAGER OFFICES	2	121	242	
STAFF OFFICES	5	110	550	
SOCIAL WORKER	2	160	320	
SOCIAL WORKER SUPPORT STAFF	2	48	96	
WORK STATIONS/ELIGIBILITY WORKER	9	48	432	
FUTURE WORKSTATION	1	48	48	
INTERVIEW ROOM	3	120	360	
WORKFORCE SERVICES RESOURCE ROOM	1	150	150	
CPS/APS MEETING ROOM	1	121	121	
FOOD PANTRY	1	150	150	
STORAGE	3	120	360	
Social Services Total			3,148	
Approx. Circulation & Grossing Factor 35%			1,000	
Subtotal			4,148	

Building Subtotal	33,132
--------------------------	---------------

Total Parking Required	175
-------------------------------	------------

TOTAL AREA	33,132
-------------------	---------------

2.1.2 SITE DESIGN AND SITE ACCESS

In respect to the town's Master Plan, the new civic building is sited at the termination point of the future main street. The public enters the Civic Center from the south with the main entry becoming the beacon to the public. The North side of the building is primarily a private staff-utilized entry and outdoor space. Next to the existing Courthouse and existing Police Station, special attention is paid to interaction and adjacency of departments and resources in these adjacent buildings. Location and number of parking stalls is maximized to not only meet the demands of the various departments but also be able to share overflow between the Civic center and the hospital after hours when the Chamber facilities are in use.

As Town of Mammoth Lakes may build its office building separately in the future, the existing landscaping and trees at the proposed town building area shall be protected in place and site development shall not touch the existing site as much as possible.

Vehicle access was initially proposed from Sierra Park Road. The County is currently performing a traffic study on Tavern Road access and investigating vehicular access from Thompson Way. The County will leave Mammoth Hospital with the ability to access their parking in the future. The DBE shall consider the parking redesign after these studies are finalized by the County. Approximately 150 County parking spaces shall accommodate both public and employee parking. Refer to Building Program/Space Needs for the minimum required parking stalls. ADA accessible parking stalls shall be located adjacent to the building entrance(s) as required by California Building Code. The minimum electrical vehicle charging stations shall be provided as required by CALGreen code.

Fire lane access shall be integrated in vehicle access. On-site fire hydrant(s) shall be provided and located as required by local fire department.

A separate, new trash enclosure may be required if the capacity of the existing police station trash enclosure is not sufficient for the new building.

Native landscaping and drought-tolerant plantings are desired as a sustainability feature. The selection of planting materials and the landscape design shall follow Town of Mammoth Lakes Design Guidelines and Mono County Ordinance.

Refer to Town standards, Specification Section 000 on pavement and concrete and Section 300 on drainage. These standards have proven to perform effectively in Mammoth Lakes. The parking lot should be constructed with a minimum of 3 inch thickness asphalt paving.

Refer to attached Topographic & Utility Survey and Utility Plan (Attachment "A") for the recently completed police station, for the DBE's use in development of utility design. Please note that the existing overhead power line and water line may need to be relocated or mitigated as part of this project. If deemed necessary, The DBE shall be required to coordinate this scope of work with utility companies as required.



2.1.3 BUILDING DESIGN

The proposed approximately 33,100 square foot County Office building houses various County services that include Environmental Health, Economic and Community Development, Public Works, Administration, County Counsel, District Attorney, Probation, Public and Behavioral Health, and Social Services. The Data Center has emergency backup power and serves an Emergency Operations Center function.

Cost-effective design approaches are always a consideration when starting the design effort. Cost-effective design approaches include the consideration of building systems, building materials and construction time, efficient building/programmatic stacking, consistent building depths to take advantage of repetitive framing elements, and standardized window widths to maximize economy of repetition. The chosen exterior buildings materials shall be cost effective, with strategically placed upgraded accents that help tie the look of the building to the surrounding civic buildings, thus creating a complementary aesthetic for the overall Civic Center.

The public enters the building from the south side. Employees access the building from the north side through a break room that functions as a mud-room and a centralized node point for employees to access other building areas. Two additional separate exterior entries are required at Department of District Attorney and Probation divisions.

The Lobby is envisioned to be a two-story open public building entry lobby with sealed concrete floors, warm finishes and good natural light. The lobby should have clear wayfinding signage to direct the public to all service points and access to restrooms and the stairs to the second floor.

The public counter for building & safety, planning, and other county services should be located directly off the lobby. The public counter should be a minimum of 24 ft. long and 3 ft. deep.

The second floor of the building was envisioned by the County to be a public health floor, with the corridor looking like a comfortable public space with areas for waiting and natural light from clerestory windows, nice colors, and warm finishes. The second floor corridor should also feature clear wayfinding signage to direct the public to the service points, waiting areas, stairways, and restrooms.

As an important energy efficient strategy, the use of sun control and/or shading devices shall be integrated in building fenestration design. The west facing windows should be minimized, east facing windows should be maximized, and south facing windows should be controlled.

Roof gutters are not desired due to the local weather. Since there is no street storm drainage system available for this site runoff, run off from the site will likely need to be in sheet flow and should match historic runoff rates. The infiltration requirements are based on an MOU with the Lahontan Regional Water Quality Control Board. This is therefore a state requirement, and needs to be constructed within this watershed. The requirement is for storage based on 1 inch of water in a 1 hour period. It is likely that any infiltration facilities will need to be constructed underground. Typically in Mammoth Lakes these are Hancor pipe systems, concrete structures, plastic corrugated systems, chamber leach systems, etc. DBE shall clarify with County on detailed site infiltration requirement.

Additional Design Considerations:

California's Wildland-Urban Interface

1. The building design shall comply with California's Wildland-Urban Interface. The code information stated in Chapter 7A Building Code include CA Building Code Chapter 7A (January 2009 Supplement), CA Fire Code Chapters 47, CA Building Code Testing Standards, and 2010 Title 24 California regulations.
2. Fire alarm system and fire alarm devices shall be State Fire Marshal (SFM) listed.
3. Building materials, such as roof coverings, fire resistive wall and ceiling-floor assemblies, wall finish materials, fire and non-fire related hardware, insulating products, fire doors, fire dampers, electrical appliances and devices shall be SFM listed.
4. Landscape design and plant selections shall comply with WUI requirements.
5. Exterior walls shall be approved non-combustible or ignition resistant material, heavy timber, or log wall construction or shall provide protection from the intrusion of flames and embers.
6. Exterior windows, window walls, glazed doors, and glazed openings within exterior doors shall be insulating-glass units with a minimum of one tempered pane, or glass block units, or have a fire resistance rating of not less than 20 minutes. Vinyl window frames shall be avoided.

This project is being designed and constructed in a major snow country. The specific design factors shall be considered, including major snow load, wind load, wind drifts, high seismic factor, safety issue from snow shed, ice forming on north elevation and the planning for snow removal. The design builder needs to become familiar with all these unique requirements.

1. Snow Load
 - a. Snow load should be specified as this load is higher than normal load in this specific area.
 - b. Mammoth Lakes specific guidelines must be followed for factors that increase snow load in snow shed areas or roof pitch changes. Snow drifting must be considered if there are features that may cause this, such as covered entries on side of building.
2. Earthquake Load and Wind Load
 - a. The building's lateral resistance to Earthquake and Wind should be considered in the design of structural system, including shear walls and roof diaphragms and other building components, such as windows, wings, eaves, and covered entries, etc.
3. Safety must be considered where people may be exposed to snow shed. Therefore, sidewalks and entries should be designed to prevent snow shed hitting pedestrians.

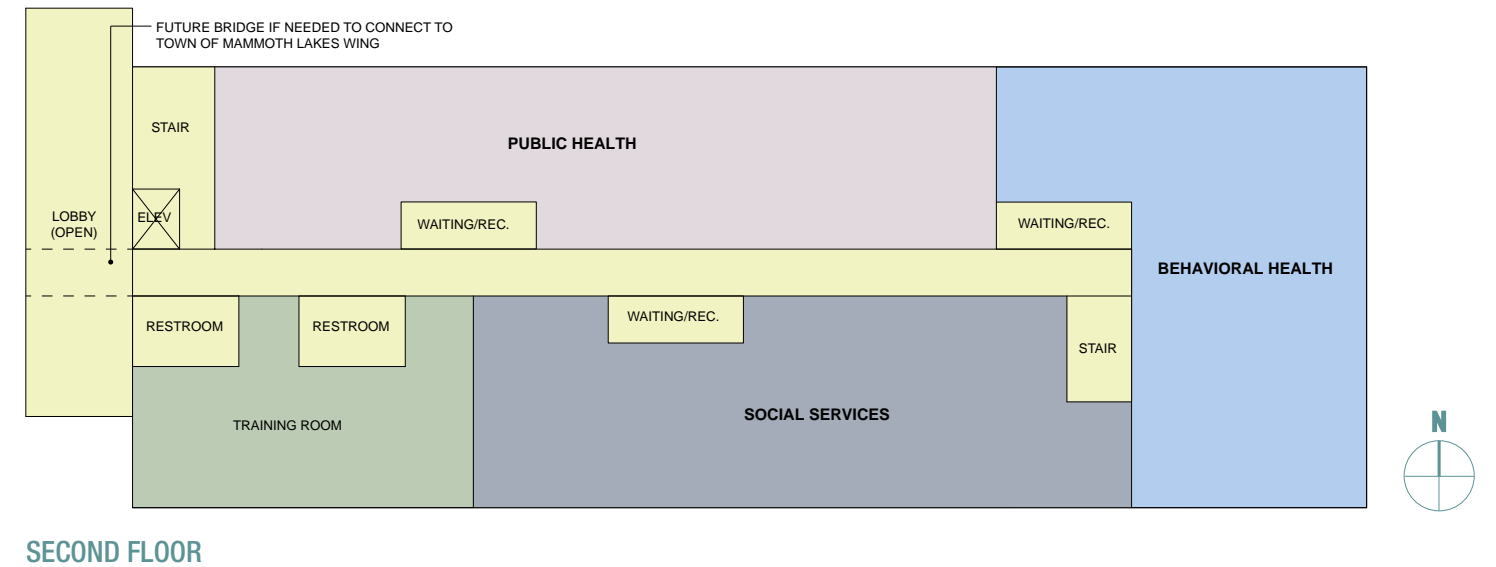
Agency Review and Approval:

Mammoth Community Water District (MCWD) Submittal
 Plans must be submitted to and approved by MCWD, during process, and prior to obtaining final approval from TOML. All plumbing design must meet MCWD standards.

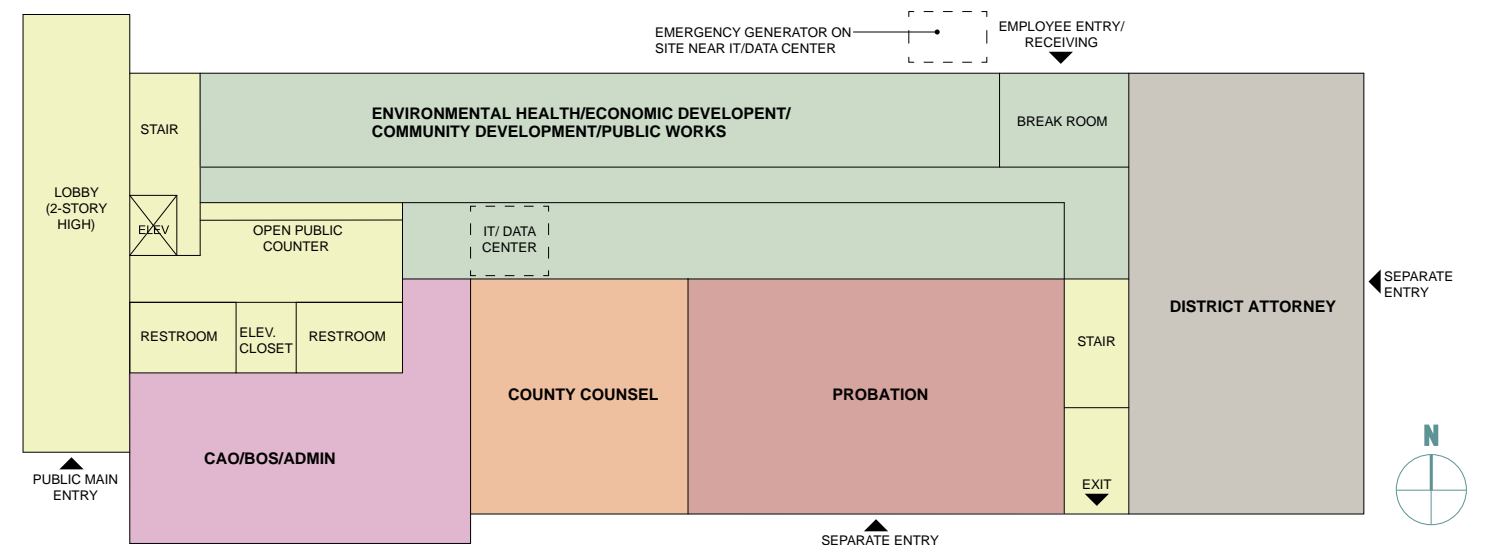
Mammoth Lakes Fire Department (MLFD)
 Plans must be submitted to and approved by MLFD, during process, and prior to obtaining final approval from TOML. MLFD should be listed as primary reviewer and conformance level at discussion of NFPA conformance.

2.1.4 BUILDING DESIGN CONCEPT AND SPACE ADJACENCY

This section is intended to graphically represent the recommended space plans. All criteria previously shown in this document was considered in developing these space plans. The diagrams are intended to give you an understanding of the adjacency/location of departments. The further development will be required to satisfy the criteria.



SECOND FLOOR



FIRST FLOOR



2.1.5 BUILDING MATERIALS

The exterior building materials and material percentages illustrated in the preliminary design may be used as a baseline. Building materials should include standing seam roofing panels, stone veneer, Corten steel metal panels, aluminum storefront/window system. Other exterior building materials, such as precast concrete wall panels, may be acceptable. The selection of exterior building materials and colors shall follow Town of Mammoth Lakes Design Guidelines. Durability and weather-resistant performance of the proposed building materials must be taken into consideration. Based on Mono County's previous project experience, the following building materials are not to be utilized by the DBE on this project:

- Thermoplastic Silka Sarnafil single ply roofing system
- Hardie Board siding

2.1.6 SUSTAINABILITY GOALS

The building design shall meet Title 24 code requirements. Any additional CALGreen requirements related to sustainability should be integrated into the design. The County does not intend to pursue additional sustainability goals beyond the minimum code requirements for this project.

However, the County may pursue sustainability features in the future if County has budget to achieve this goal. DBE shall accommodate some sustainability features and infrastructure design in this project and include the related cost in the budget.

There is a building area threshold that applies to commissioning. Since the building area is less than 50,000 square feet, the building design firm is allowed to perform the commissioning services.



2.1.7 SPECIAL ROOM/ SPACE REQUIREMENTS

1. Department of Probation:
 - a. Provide separate exterior entrance
 - b. Adult shall be separated from Juvenile
 - c. Staff office shall be provided with acoustical privacy
 - d. Provide secure entry to doors
 - e. Restrooms should accommodate for urinalysis testing
 - f. Conference room shall accommodate 10 seats with acoustical privacy
 - g. Interview room shall accommodate 4-6 seats with acoustical privacy
 - h. Lobby/Waiting areas in Probation shall be equipped with bullet proof glass
 - i. Provide card reader locks at all doors where access control is required.
2. Department of District Attorney:
 - a. Provide separate exterior entrance
 - b. Provide bullet proof glass in Reception area, as well as offices that are located on exterior walls
 - c. Provide card reader locks in Offices, Armory/Gun room, Evidence room, and File Storage
 - d. No new shelving is required in Amory/Gun room
 - e. Provide card reader locks at all doors where access control is required.
3. Department of Social Services:
 - a. Provide alarm system in offices that store personal information.
4. Data Center: EOC (Emergency Operations Center) function is not desired for the new Civic Center. However, Data Center shall be provided with an emergency backup power system and be able to function during an emergency. No exterior access to be provided to Data Center. Redundant power should minimally cover Data Center, CAO, IT, and main training room. Any additional network closet(s) need to also be on generator power.
5. Training Room: may be utilized as a backup for County public meetings and shall be sized to accommodate 40 - 50 users. DBE may consider stacking the Training Room over the Data Center and provide emergency backup power to the Training Room. This will give County flexibility using Training room for EOC function during an emergency.
6. Workspace:
 - a. With 'modern workforce', considering standard cubicle farm concept, vs. more forward thinking tech-minded concept
 - Open seating / no assigned seats in each department with docking stations for certain staff
 - i. Stand/sit 'desk' concepts
 - Huddle rooms & Library space
 - More efficient in terms of using space & more dynamic in terms of future needs
 - b. If less meeting space is available, consider integrated 'booking and reservation' of those spaces into design concept
 - Putting basic tech at each door to see availability and allow quick reservation of room
 - Creating several smaller 'huddle spaces' which are less formal and don't require reservation (6-10 people)
 - Integrate video conferencing (cabling/power/AV conduit) needs into every common space in the building
7. Open Public Counter:
 - a. One continuous 24ft long by 3ft deep countertop is required for Public Works plan review. A lower portion of counter is included to comply ADA requirement.
 - b. A public-facing computer (Owner furnished, Owner installed) is needed on this counter, and/or a device which can be used by staff in coordination with public during plan intake.
8. Copy Rooms: The layout of copiers, printers, and fax machines shall be indicated on plan for power and data supply.
9. Security Access: Door access control system (swipe card type) shall be provided at secured rooms, including the following locations:
 - Exterior building entrances
 - Staff entrances off internal public spaces/corridors
 - Data Center
 - MPOE
 - IT offices
 - Interview Room
 - Armory/Equipment room. Armory should additionally be protected with a pin-pad (2nd factor of authentication).

2.1.7 SPECIAL ROOM/ SPACE REQUIREMENTS CONTINUED

10. FF&E Items:

- a. FF&E cost is excluded from the project budget.
- b. Additional requirements (the layout of the following FF&E items shall be indicated on plan for utility hook up):
 - Kitchen appliances (OFOI): In Break room located at North side Employee Entry. Layout of refrigerator, dishwasher, microwave, and coffee machine (OFOI) shall be shown on plan for utility stub up.
 - System furniture (OFOI): The layout of cubicle workstations shall be shown on plan for power and data hook up.
 - Wall mounted flat TV's (OFOI): shall be located and indicated at Entry Lobby, Conference rooms, Training room, and Telepsychiatry room. Locations shall be reviewed and approved by County. Power and data hook up shall be provided. In addition, the wall assembly shall be designed to support the installation of wall mounted TV bracket.
 - Smart boards (OFOI): shall be located and indicated in Conference rooms. Locations shall be reviewed and approved by County. Power and data hook up shall be provided.
 - Projector (OFOI): A projector may be needed in the Large Conference room. Location shall be reviewed and approved by County and indicated on plan for power, data and AV stub up. The installation of the projector shall be structurally supported.



2.1.8 WAYFINDING SIGNAGE

1. Provide site monument sign. It is suggested to locate this sign at southwest corner of the site, adjacent to the vehicular entrance. This signage design should be consistent with the building design. For example, 20' long x 3' high x 2' wide cast in place concrete monument sign with pin-mounted cast metal letters (minimum 12" height) or similar.
2. Provide building wayfinding signage as follows:
 - a. Exterior building and County department signage: Provide aluminum cast metal letters (minimum 8" height) or similar at each building exterior entry.
 - b. Interior room and exit identification signage: Provide ADA compliant tactile signs throughout the building and comply with code requirements on mounting locations and heights.
 - c. Site parking signage: Provide ADA compliant, weather resistant and UV protected parking and site directional and regulatory signs

2.2 MECHANICAL SYSTEM

2.2.1 MECHANICAL DESIGN REQUIREMENTS

1. Design Parameters - Outdoor Design Conditions:
 - a. Summer: 85°F DB, 51°F WB
 - b. Winter: -16°F DB
 - c. Elevation: 7,880 ft
2. Design Parameters - Indoor Design Conditions
 - a. Cooling Setpoint: 72°F DB unless otherwise noted
 - b. Heating Setpoint: 68°F DB unless otherwise noted
3. Mechanical design and installation shall be Title 24 compliant. Compliance shall be documented with calculations.
4. Minimum outdoor air ventilation shall be provided in accordance with latest California Mechanical Code and California Energy Code.
5. Minimum exhaust air rates shall be provided for all copy rooms, toilet rooms, and janitor closets in accordance with latest California Mechanical Code.
6. Heating, ventilation, and air conditioning (HVAC) loads shall be based on stated design parameters, building envelope, and internal heat loads as specified within this report.
7. All furnaces with a design cooling capacity over 54,000 Btu/hr shall be equipped with an airside economizer. Economizer shall be controlled via fixed dry bulb setpoint.
8. Demand control ventilation shall be provided as required in accordance with latest California Energy Code.
9. Noise levels in conference rooms and private offices shall not exceed NC25. All other spaces shall not exceed NC30.
10. All equipment, ductwork, piping, and accessories shall be seismically brace in accordance with latest California Building Code and SMACNA standards.
11. All ductwork and piping shall be provided with seismic joints as required.

2.2.2 HVAC SYSTEM DESIGN CRITERIA

1. General
 - A. Furnace
 - 1) Provide forced air furnaces to condition all occupied spaces. The system shall include:
 - a) Supply fan
 - b) Gas burner
 - c) Controls
 - d) Air filter
 - e) Refrigerant cooling coil
 - f) Drain pan with float switch
 - g) Outdoor package containing compressor, condenser coil, and condenser fan
 - 2) Manufacturer shall be Carrier or equal. Trane is not allowed.
 - B. Ductless Split System
 - 1) Provide wall mounted cooling only ductless split system to condition unoccupied spaces with high heat loads such as IT rooms, elevator machine rooms, and electrical rooms. The system shall include:
 - a) Direct drive evaporator fan
 - b) 1" disposable filters
 - c) Copper tube, aluminum fin refrigerant coil
 - d) Drain pan with float switch
 - e) Steel cased air-cooled condenser
 - f) Aluminum, propeller type condenser fan
 - g) Controls
 - h) Low ambient kit
 - 2) Manufacturer shall be Carrier or equal. Trane is not allowed.
 - C. Exhaust Fan
 - 1) Provide inline cabinet fan to exhaust copy rooms, toilet rooms, and janitor closets.
 - 2) Cabinet shall be fiberglass lined, sheet metal housing, arranged for inline installation.
 - 3) Manufacturer shall be Greenheck or equal.

- D. Ductwork
 - 1) All ductwork shall be G60 galvanized steel.
 - 2) Supply and return ductwork shall be insulated with fiberglass wrap as required. Minimum R-value shall be in accordance with latest California Energy Code.
 - 3) General exhaust ductwork shall be insulated within 10' of roof penetrations with fiberglass insulation wrap.
 - 4) Manual volume dampers shall be provided in supply, return, and exhaust ductwork as required for air balancing. All manual volume dampers shall be accessible.
 - 5) Fire dampers and fire/smoke dampers shall be provided as required in accordance with latest California Building Code. Fire dampers shall be dynamic curtain blade Type B. All fire dampers and fire/smoke dampers shall be listed by the California State Fire Marshall.
 - E. Air Inlets and Outlets
 - 1) All air inlet and outlets shall be steel with a standard white finish.
 - 2) Ceiling mounted supply diffusers shall be Price SPD or equal.
 - 3) Ceiling mounted return or exhaust grilles shall be Price PDDR or equal.
 - 4) Wall mounted supply grilles shall be Price 520 or equal.
 - 5) Wall mounted return or exhaust grills shall be Price 535 or equal.
 - 6) Louvers shall be fixed aluminum Ruskin ELF375DX or equal. Furnish with bird-screen. Size at free area velocity of 900 FPM (intake) and 1200 FPM (exhaust).
 - F. Refrigerant Piping and Accessories
 - 1) Tubing shall be Type ACR hard drawn seamless copper tube with a design pressure of 450 psig and maximum design temperature 250°F.
 - 2) Refrigeration suction piping shall be insulated with elastomeric cellular foam.
 - 3) Provide suction filter, filter dryer, solenoid valve, moisture and liquid indicator, thermostatic expansion valve, and full size valved bypass.
2. Controls
- A. Provide standalone controls for each piece of mechanical equipment.
 - B. Furnaces shall be controlled by Title 24 compliant wall mounted thermostat with occupancy sensor.
 - C. Ductless split systems shall be controlled by Title 24 compliant wall mounted thermostat
 - D. Exhaust fans shall be controlled by line voltage light switch with occupancy sensor.

- 3. IT Rooms
 - A. Provide a 4-ton cooling only ductless split system to condition the IT room. Capacity shall be confirmed based on building envelope and actual equipment heat rejected to the space.
 - B. System shall be on emergency power.
 - C. Space shall be kept at 70°F.
- 4. Elevator Equipment Rooms
 - A. Provide a cooling only ductless split system to condition elevator machine rooms as required.
 - B. Unit shall be sized based on building envelope and actual equipment heat rejected to the space.
 - C. Provide exhaust air as required in accordance with elevator manufacturer's recommendations.
- 5. Zoning
 - A. Conference rooms shall be individually zoned.
 - B. No more than four private offices shall be zoned together. Rooms that are zoned together shall have similar envelope exposures.

2.3 ELECTRICAL SYSTEM

2.3.1 ELECTRICAL DESIGN REQUIREMENTS

1. The electrical system shall be energy efficient, provide the Owner maximum flexibility, durability, and maintenance ease that meets the County standard and is in accordance with Title 24 and the California Green Code.
2. The electrical equipment shall be UL listed, comply with California Electrical Code, specifications, procedures, and shall be readily available and have local factory support. The equipment and systems shall be maintainable by county staff.
3. Electrical equipment, conduit and accessories shall be seismically braced in accordance with the CBC and SMACNA requirements.
4. Electrical contractor shall hire a third party to perform short circuit analysis, coordination and arc flash studies.
5. Provide arc flash labeling to comply with code requirement to include level of incidental energy and required level of personal protection equipment required at each switchboard, distribution board, panelboards and disconnects switch.
6. Power, lighting, HVAC, elevator loads shall be segregated for monitoring in accordance with the latest Energy Code requirements.

2.3.2 ELECTRICAL SYSTEM DESIGN CRITERIA

1. Primary Service
 - a. Request the fault current value from the utility company and provide Short Circuit and Overcurrent Protective Device in accordance with NFPA 70.
 - b. Primary service to Mono County Civic Center will be run 2-4" C.O. underground, from the nearest existing utility power pole at Sierra Park Road/Tavern Road, to a new utility pad mounted transformer. The new utility pad mounted transformer will be located at the south public parking. Coordinate the new utility pad mounted transformer location and requirements with power utility company. The electrical contractor will provide the underground conduits. The Power utility company will provide the cables.
2. Secondary Service
 - a. Secondary service to Mono County Civic Center will be 2-4" C.O. underground, from the new utility pad mounted transformer, to Main Switchboard. The Main Switchboard will be located at the Electrical Room.
3. Building Power and Distribution System
 - a. Furnish and install switchboard, distribution boards, panelboards, dry type transformer, electrical apparatus and equipment necessary for a complete and functional power distribution.
 - b. A new 1200A, 480/277V, 3 phase, 4 wire Main Switchboard will be provided to serve the Mono County Civic Center building. The new Main Switchboard will include utility pull section, main circuit breaker, utility meter section with digital logic watt-hour/demand meter, distribution section including individually group mounted molded case feeder circuit breakers, and transient voltage surge protective device.
 - c. Power will be distributed from the main switchboard with the following:
 - 1) 480V, 3 phase, 3 wire distribution panel for mechanical equipment with $\frac{3}{4}$ HP or larger motor load.
 - 2) 480/277V, 3 phase, 4 wire panelboard for lighting loads. Lighting panelboard will be provided in each floor located in electrical room.
 - 3) 120/208V, 3 phase, 4 wire panelboard for receptacle outlets, less than $\frac{3}{4}$ HP motor load and miscellaneous loads. The 480V-120/208V step down transformer will be provided for 120V or 208V loads. Transformer will be located at the main electrical room in the first level.
 - 4) The Elevator will be connected to the main switchboard.
 - 5) Provide a section for disconnect switch in Main Switchboard for future photovoltaic.

- d. Basis for calculating the Volt-Ampere to be provided per Square Foot floor area would be as follows:

Office	Lighting	1.5 VA/SF
	Receptacle	2.0 VA/SF
Typical and Large Conference Rooms	Lighting	1.5 VA/SF
	Receptacle	3.0 VA/SF
Lounge, Restroom	Lighting	0.6 VA/SF
	Receptacle	1.5 VA/SF
Storage Room	Lighting	0.6 VA/SF
	Receptacle	0.5 VA/SF
Training, Interview and Telepsychiatry Rooms	Lighting	1.5 VA/SF
	Receptacle	3.0 VA/SF
Armory/Equipment and Electrical Rooms	Lighting	1.2 VA/SF
	Receptacle	2.0 VA/SF
Data Room	Lighting	1.2 VA/SF
	Receptacle	6.0 VA/SF
Lobby and Corridor	Lighting	1.0 VA/SF
	Receptacle	0.5 VA/SF

- f. Conductors
- 1) Conductors shall be copper with 90 °C rated insulation
 - 2) All feeders and branch circuits shall be in conduit
 - 3) MC cable is not permitted
 - 4) Connectors employing spring pressure are not permitted
- g. Conduit
- 1) Minimum conduit size is ¾".
 - 2) Building interior and concealed conduit runs may be in EMT conduit.
 - 3) Exterior and exposed runs shall be in RMC/GRS.
 - 4) IMC may be used on any exposed conduit runs on the roof top.
 - 5) Exterior conduit runs shall be fitted with listed expansion fittings to accommodate expansion and contraction per manufacturer's listing. The use of LFMC, liquid tight flexible metallic conduit for expansion joints is not permitted.

- h. Low Voltage Transformers
- 1) Provide transformers per current energy standards.
 - 2) Provide transformers with copper windings.
- i. Switchboards and distribution panels
- 1) Shall have copper bussing.
 - 2) Bracing and devices shall be fully rated for the available short circuit rating. Series ratings are not permitted.
 - 3) Enclosures shall have form fitted covers. Front, side wireway access covers shall be hinged.
 - 4) Shall employ E-Frame breakers as a minimum frame size i.e. Square D FA frame or equal.
 - 5) Provide metering of the main feed and each branch feeder. See metering section below.
 - 6) Provide surge protection devices at the mechanical power distribution panels.
 - 7) Segregate loads per California Title 24, provide provision for segregated load metering.
 - 8) Provide phenolic labels mechanically fastened identifying devices and feeder loads. Labels for mechanical loads shall indicate horsepower or full load amperes.
- j. Panelboards
- 1) Shall have copper bussing.
 - 2) Breakers shall bolt to the bussing.
 - 3) Provide enclosure with Door-in-Door construction with CAT 45 key lock.
 - 4) Bracing and devices shall be fully rated for the available short circuit current. Series ratings are not permitted.
 - 5) E-frame breakers, or larger shall be used to serve variable frequency drives.
 - 6) Provide three (3) ¾-inch spare conduits to accessible ceiling space from each panelboard.
 - 7) Provide panels with 25% spares and spaces.
 - 8) Segregate loads per California Title 24.
 - 9) Provide type written panel schedules in metal frame behind the panel door.



- k. Devices
 - 1) Provide 20 amp rated receptacles as a minimum.
 - 2) Provide combination USB/NEMA 5-20R power receptacles in collaborative and lobby areas.
 - 3) If furniture cubicles will be provided in open office, provide 4-circuit base pathway power in-feed mount or panel to panel power way connector whip assembly terminated to the furniture cubicles base and tele-power pole or floor box.
 - 4) Receptacle in offices, reception/lobby, conference rooms shall be split wired, or one controlled receptacle within six feet of each uncontrolled receptacle, and integrated with the room's occupancy sensor in compliance with the latest Title 24 requirements.
 - 5) GFI type receptacles shall be provided on all exterior installations and adjacent close proximity to sinks.

l. Enclosed switches and circuit breakers

- 1) Shall be rated heavy duty.

4. Standby Generator

- a. Perform load calculation/analysis of the standby generator and associated distribution system. Calculate size of standby generator to support the following loads.
 - 1) Data Room/lighting load.
 - 2) Four (4) – 30 A; 120V receptacles on two dedicated circuits for equipment data rack
 - 3) Two (2) – 20A, 120V circuits for IDF 2-post rack.
 - 4) IT server and cooling loads.
 - 5) EOC electrical loads
 - 6) MPOE electrical loads.
- b. The generator shall meet the following:
 - 1) Based on the Data room loads, the standby generator size shall be a minimum of 50KW, 208/120V, 3 phase, 4 wire or depending on the final load calculation obtained.
 - 2) Provide a standby rated generator set meeting California emission standards.
 - 3) Provide the generator set in a dual wall base tank, weather proof, and Level III sound attenuated enclosure.

- 4) Base tank to provide a minimum runtime of 96 hours at full load for EOC requirements per NFPA110 and FEMA P-1019.
- 5) Provide control panel with dry contact to indicate engine run and interface to the Data Room HVAC and UPS system.
- 6) Provide remote annunciator panel, location to be coordinated with the County.

5. Automatic Transfer Switches

- a. Provide automatic transfer switches (ATS) with a maximum rating size of 200amps. Provide additional automatic transfer switches as needed to support loads exceeding 200 amps

6. Uninterrupted Power Supply (UPS)

- a. Comply with County Standards. Size per load calculations obtained.

7. Interior Lighting

- a. Provide LED lighting fixtures and controls in compliance with the current version of California Title 24.
- b. Light fixtures and systems selected shall have efficiency, durability, ease of maintenance, and architecturally pleasing.
- c. The system controls to include occupancy sensors, 0-10V low voltage dimmer switching, lighting control panels, photo day-lighting.
- d. Lighting in rooms will be networked utilizing the room controller allowing remote monitoring and demand load response to comply with current Title 24 requirements.
- e. Emergency operated battery will be provided on egress lighting in the building to meet Illumination levels per IESNA.
- f. Provide lighting control system per Title 24 Energy Requirements. Provide similar or equal to GreenGate.

<u>Area</u>	<u>Illumination in Foot-candle</u>
Office	35-50 FC on desk
Typical and Large Conference Rooms	50 FC
Lounge, Restroom	20 FC
Storage Rooms	30 FC at floor level
Training, Interview and Telepsychiatry Rooms	50 FC on desk
Armory/Equipment and Electrical Rooms	30 FC
Data Room	40 FC on desk
Lobby	30 FC
Corridor	10 FC

- g. Provide third party commissioning for lighting control system per Title 24 energy requirements.
 - h. The illumination levels shall meet the latest edition of IESNA guideline:
8. Exterior Lighting
- a. Provide LED fixtures and controls in compliance with the current version of California Title 24
 - b. Provide fixtures with occupancy sensors to meet Title 24 requirements.
 - c. Provide pole height to conform to campus standard for pole mounted fixtures, and in compliance with local ordinances.
 - d. Building exterior wall and recessed mounted fixtures shall have sealed lens that prevent bug intrusion and meets 90 degree cut-off.

2.3.3 LOW VOLTAGE DESIGN REQUIREMENTS

- 1. Telephone System
 - a. Provide incoming service conduits (4" minimum) for telephone and spare from the outside telephone utility vault point of connection for D395, Suddenlink, and Frontier to MPOE room. Coordinate requirements with telephone utility company.
 - b. Telephone system backbone shall be provided with multipair cable from terminals to punch-down blocks between MDF and MDFS locations. Cables shall be punched down, tested, and labeled.
 - c. Provide Cat6 cables via IDF/MDF cabinet to each clerical area for fax machines, fire alarm panels, elevator, and security panels for dedicated land line use. Cables shall be punched down, tested, and labeled.
 - d. Provide conduit (4" minimum) for fiber connection from Mono County Civil Center Server Room to existing Mono Lake Police Department Building.
 - e. Provide conduit (4" minimum) from server room to the courts as the DA can access the County Network System.
 - f. Telephone system is VOIP equipment specifications by Owner.
 - g. Provide Cat6 drops at telephone locations mentioned under this criteria.
 - h. The Owner will relocate the existing VOIP system and shall be coordinated with the IT group.
 - i. The VOIP system shall include PC based voice mail, call restriction, hotline features, etc.
 - j. All telephone instrument shall have "911" capability.
 - k. Locations of telephone instrument shall be coordinated with the Owner.
 - l. The incoming telephone service (MPOE) main point of entry shall terminate in a dedicated room and adjacent to the data/server room.
 - m. Drops need to be numbered logically. Drops need to be associated with office space, issued drop numbers, and labeled in both the office and punch down block in data room.

2. Data/Network System
 - a. Provide 4" conduit from the outside terminating to the MPOE and to the Data/Server room.
 - b. Provide the fiber optic backbone infrastructure between MDF/Data Server room to each IDF locations.
 - c. Provide Cat6 horizontal cabling distribution from the MDF/IDF patch panels up to the data drops.
 - d. Provide cable trays, conduits, racks, patch panels.
 - e. Provide additional non-terminated cable runs for each section of the building for future use.
 - f. Sleeve key offices/sections of building with conduit for future use.
3. Audio/Visual Systems
 - a. Provide mounted speakers for conference room 400 sf and larger.
 - b. Integrate video conferencing (cabling/power/AV conduit) into every common space in the building.
4. Security Systems
 - a. The intrusion system will consist of individual cable(s) from the main security panel to the addressable security device: Keypads, infrared motion sensor and door switches. Motion sensors shall be located: at the glass perimeter rooms and other accessible areas and corridors, Magnetic door switches will be in rooms where exterior door is the only means of access including roof hatches.
 - b. Cables will be routed in cable tray above accessible ceiling, to rooms in concealed conduit. The system shall also consist of card reader, proximity card reader, controller and integrated panel for intrusion alarm. System shall be through power over the Ethernet.
 - c. Provide cameras over entrance to data center, MPOE, and any other network closet within the building.
 - d. Security system shall be integrated with access control system for all relevant rooms.
 - e. Provide personal data alarm system in social services and IT room. Coordinate with IT group if personal data alarm system in IT room is required.
 - f. Provide additional non-terminated cable runs for each section of the building for future use.
 - g. Sleeve key offices/sections of building with conduit for future use.
5. Radio Communication System
 - a. Provide system in Department of Probation, District Attorney, and Community Development.
 - b. Provide 4" conduit from server room to roof eave for radio antenna.
 - c. Radio communication system equipment shall be OFOI.
 - d. Provide additional non-terminated cable runs for each section of the building for future use.
 - e. Sleeve key offices/sections of building with conduit for future use.
 - f. Coordinate building radio communication requirements with first responders.
6. Fire Alarm Systems
 - a. A fire alarm system with networkable panel shall be located at the MPOE room. An automatic type smoke detector shall be provided per code. Audible alarm such as horn, strobe and combination horn/strobes shall be provided at all exterior/interior location of the building, to provide alarm audibility levels sufficient for all occupants, and complying with NFPA, CBC and CFC requirements. Conference, and large conference room/training room shall be provided with combination horn/visual strobe devices. Visual strobe devices shall be provided where required by NFPA, CBC, CFC, and the ADA. Pull station shall be provided at the admin office.
 - 1) Fire Alarm and Related Devices.
 - a) Fire alarm control panel shall be determined by Mammoth Lakes Fire Department (MLFD).
 - b) System support locally within a 50-mile radius of the project location.
 - 2) Manual pull-station
 - a) Provide addressable manual pull station at end of corridors leading to exterior exits. For surface applications provide back box.
 - b) Coordinate location of manual pull stations, so that they are not directly adjacent to light switches, where appropriate.
 - 3) Smoke Detectors
 - a) Provide addressable smoke detectors as required by code.
 - b) Provide addressable combination smoke/carbon monoxide detection system in classrooms supplied by a packaged gas/electric rooftop unit.
 - 4) Heat Detectors-base
 - a) Provide heat detectors in mechanical and kitchen.
 - b) Provide attic type Heat Detector inside ceiling space.

- 5) Visual Strobes-(15 cd), (30 cd), (110 cd)
 - a) Provide visual strobes in restrooms, conference room, large conference room/training room, offices, waiting room and corridor.
- 6) Combination speaker/visual strobe- (15 cd), (30 cd), (110 cd)
 - a) Provide combination horn/visual strobe devices located in men's and women's restrooms, classrooms, large conference room/board room, open offices, conference room, work room, and corridors.
- 7) Remote power Supply
 - a) Provide remote power supply in every floor located in the data rooms.
 - b) Provide with supervisory relay.
- 8) Duct Type Detectors
 - a) Provide duct type smoke detectors to AHUs with 2000 CFM and above.
 - b) Provide fire smoke damper locations.
- 9) Installation Specifications:
 - a) Conduit size shall be ¾" minimum. Conduit shall be 1" minimum where installed between terminal cabinets.
 - b) Provide 40% spare battery capacity at main FACP and remote power supplies, to accommodate future expansion.
 - c) Provide 3% extra stock for all devices and control modules.
 - d) EOL devices shall be installed in a separate, accessible, junction box, not at last device. Junction box shall be clearly labeled "Fire Alarm EOL".
 - e) Wiring color coding for devices shall be as follows:
 - f) Visual strobes/speakers-red/black
 - g) Manual pull stations-orange/brown
 - h) Smoke/heat detectors-blue/orange
 - i) Do not use white or green wire for any fire alarm device installation.
- 10) Underground Fire Alarm data cable shall be "Equaseal" type.
- 11) Conduit and box shall be painted red.

- 12) Clock Systems
 - a) Provide wireless synced clock system similar to PRIMEX or equal.
 - b) Provide battery powered PRIMEX clocks.
 - c) Provide required repeaters at a maximum separation as required and specified by the manufacturer.
 - d) Verify function and the signal strength to meet or exceeds the manufacturer's minimum by 10%.



2.3.4 LOW VOLTAGE SYSTEM DESIGN CRITERIA (PER AREA)

1. Office/Typical Conference
 - a. Provide one duplex jack with Cat6 cable at each desk.
 - b. Minimum of two drops for individually sized offices – 1 for approximately every 6' of wall.
 - c. Drops need to be numbered logically. Drops need to be associated with office space, issued drop numbers, and labeled in both the office and punch down block in data room
 - d. For every 6' of wall in a two per office, one on each wall that is perpendicular to the door, provide at least one duplex 120 outlet
 - e. Floor boxes are acceptable but need to be carefully thought out and limit future configuration changes.
 - f. Consider flexible design space (stand/sit, un-assigned desks, etc.)
 - g. Provide conduit rough-ins for wall mounted TV(s), including 120v and Cat6 drop on upper portion of wall and ensure wall.
 - h. Provide Cat6 & 120v drops along the walls of the conference room, and in the floor under conference table.
 - i. Provide one Cat6 drop in ceiling for Wireless Access Point, and PC will be Owner furnished and installed.
 - j. Provide A/V system to include speakers.
 - k. Provide ceiling mounted speaker for conference room 400sf and larger.
2. Storage
 - a. DA, Probation, and Health department storage doors need to be equipped with alarm and access control if there is accessible from outside the 'staff only' area of that department.
3. Copy Room
 - a. Provide six (6) drops on main walls and two (2) drops for every four (4) feet of wall.
 - b. Pre-plan layout of space to determine where copiers, printers, fax machines will go.
 - c. Consider six way dros on main walls, or several 1x2 way drop for every four feet of wall.
4. Large Conference
 - a. Provide conduit rough-ins for wall mounted TV(s)
 - b. One drop for approximately every 6' of wall.
 - c. Floor boxes are acceptable but need to be carefully thought out and limit future configuration changes.
 - d. Provide one Cat6 drop in ceiling for wireless access point. PC shall be owner furnished and installed.
5. Data/Server Room
 - a. Approximately 10'x20' – space for:
 - 1) One full-sized telco rack – standard, two post open rack (CFCl to meet seismic requirements).
 - 2) Two full-sized data racks – standard, two post open rack (CFCl to meet seismic requirements).
 - b. Telco and Data will all be in one room.
 - c. Locate on ground floor with internal access
 - d. Do not locate under or adjacent to any location where there is risk of flooding or water damage.
 - e. Four (4) – 30 A; 120V receptacles on two dedicated circuits for equipment data rack
 - f. Two (2) – 20A, 120V circuits for IDF 2-post rack
 - g. Two dedicated 30A circuits for IT equipment.
 - h. Dedicated generator redundant power needed
 - i. Dedicated air condition on backup power
 - j. Non-sprinklered / Halon as determined by fire code with hard-capped ceiling
 - k. Integrated with Access Control System (card accessed for tracking and monitoring)
 - l. Security camera at door
 - m. Alarmed
 - n. Telephone/VOIP, data and network infrastructure will be relocated, as directed by the County.
 - o. Provide ¾" inch thick sanded and painted CPX plywood, 4'x8', all sides of server room wall.

6. MPOE
 - a. Separate from Data/Server room, but immediate adjacent
 - b. Conduit from outside for
 - c. Telco
 - d. Data (D395/Suddenlink)
 - e. One open for future use
 - f. Conduit or port into data room
 - g. Access Control & Security system on door
 - h. Provide ¾" inch thick sanded and painted CPX plywood, 4'x8', all sides of MPOE wall.
7. Training Room
 - a. Provide conduit rough-ins for wall mounted TV(s), including 120v and Cat6 drop on upper portion of wall.
 - b. Provide 120v and Cat6 drops in ceiling for OFOI projector.
 - c. Provide 120v and Cat6 drops along the walls of the conference room, and in floor under conference table.
 - d. Provide Cat6 drop in ceiling for Wireless Access Point, and PC will be Owner furnished and installed.
 - e. Provide A/V system to include speakers.
 - f. Provide lighting control system for Training Room. Lighting control system shall be compatible with window shades and AV system for interface.
8. Interview Room
 - a. Provide Access Control on door (swipe in/swipe out)
9. Armory/Equipment
 - a. Provide Access Control on door (swipe in/swipe out)
 - b. Provide additional alarm, per County directions
10. Telepsychiatry Room
 - a. Provide conduit rough-ins for wall mounted TV(s), including 120v and Cat6 drop on upper portion of wall
11. Common Spaces
 - a. Ceiling or corner/top wall mount Cat6 and power drops for security camera and wireless access point
 - b. Provide power and two (2) Cat6 on wall for TV and for information presentation
 - c. Ceiling speakers
 - d. Provide 120v and Cat6 drops along the walls of the conference room, and in the floor under the conference table. PC will be owner furnished and installed.
 - e. Pre-plan security camera placement
 - f. Ceiling or top-wall/corner Cat6 & power drops
 - g. Ceiling drops for WAPs
 - h. Pre-plan locations for TV's on wall for information presentation, scheduling, etc.
 - i. Power and 2-up Cat6
 - j. Tech needs for reception, etc.
 - k. Consider ceiling cabling for speakers
12. Elevator Machine Room(s)
 - a. Provide commercial and standby power for elevator equipment and lighting per the manufactures requirements.
 - b. Provide fire alarm detection and notification.
 - c. Provide telephone and data connectivity.
13. Electrical Rooms
 - a. Provide walk-in rooms dedicated to electrical systems.
 - b. Provide lighting on generator backed emergency circuit with the addition of a battery wall pack fixture in the main electrical room.
 - c. Provide electrical rooms with doors that swing out and have panic hardware.
 - d. Line walls with ¾-inch plywood sheeting to 8-foot high, painted out with white fire-resistant paint.
 - e. Provide rooms with spare wall space to accommodate (4) 24-inch wide future panels.
 - f. Provide rooms with ventilation.
 - g. Provide six (6) 4-inch sleeves, fire sealed, between each floor.
14. Mechanical Rooms
 - a. Provide power for mechanical systems.
 - b. Provide maintenance receptacles for mechanical systems required by code.
 - c. Provide power for fire smoke dampers.



2.4 PLUMBING SYSTEM

2.4.1 PLUMBING DESIGN REQUIREMENTS

1. Design Parameters - Outdoor Design Conditions:
 - a. Summer: 85°F DB, 51°F WB
 - b. Winter: -16°F DB
 - c. Elevation: 7,880 ft
2. Design Parameters – Site Water
 - a. Potable Water will be supplied by ‘Mammoth Community Water District’, at pressures exceeding 80 PSI.
3. Design Parameters – Site Waste Water
 - a. Site waste water will be gravity drained to ‘Mammoth Community Water District’ Waste water infrastructure.
4. Design Parameters – Site Gas
 - a. Liquefied Propane gas will be supplied by ‘Amerigas’, at 12-15 PSI, high pressure.
5. In general, all plumbing systems shall be in accordance with the latest California plumbing code, and local ordinances, not all code listings are described in this document. Plumbing plans shall be submitted to the Town of Mammoth Lakes building and Safety for full review.
6. The Domestic water systems shall be in accordance with the California Green code for low flow plumbing fixtures and in accordance with the latest California Plumbing code. Piping shall be concealed within the walls and ceiling spaces, as much as possible. Piping shall be modified to match the surrounding area in non-concealed spaces.
7. Backflow prevention shall be in accordance with the latest California Plumbing Code, protecting the domestic water supply. In addition, ‘Mammoth Community Water District’ requires Reduced pressure principal type backflow devices. Backflow devices selected, are required to be reviewed by ‘Mammoth Community Water District’.
8. Provide pressure reducing equipment to limit the building supply to 80 PSI, or lower, in accordance with the latest California Plumbing Code. Multi-level pressure reducing stations are required for longevity of pressure reducing equipment.
9. The Sanitary Waste system shall be designed to flow offsite, via gravity drains, without assistance from mechanical pumps. Layouts shall be arranged to limit the amount of piping used. Piping shall be concealed within the walls and ceiling spaces as much as possible. Piping shall be modified to match the surrounding area in non-concealed spaces.
10. Provide a backwater valve at the building sewer main in accordance with the latest California Plumbing Code, if the nearest manhole, or next upstream manhole is higher than the building finished floor.
11. Cleanouts shall be strategically placed to be as aesthetically pleasing as possible, and be in accordance with the latest California Plumbing Code.
12. Vent terminations shall be strategically placed to be as aesthetically pleasing as possible, but also take into account harsh winter snow fall conditions. The aggregate cross-sectional area of sanitary vent terminations shall be equal to the largest required building sewer main in accordance with the latest California Plumbing Code.
13. Provide Condensate drains for all HVAC and Plumbing equipment requiring indirect drain connections. Provide plug cleanouts at all changes of direction and size in accordance with the Latest Plumbing Code. Piping shall be concealed within the walls and ceiling spaces as much as possible. Piping shall be modified to match the surrounding area in non-concealed spaces.
14. Storm drainage shall be rated for local rain / snow fall rates for 60-minute durations, in a 100-year storm scenario. Size in accordance with the latest California Plumbing Code. Piping shall be concealed within the walls and ceiling spaces as much as possible. Piping shall be modified to match the surrounding area in non-concealed spaces.
15. Liquefied Propane gas piping shall be sized in accordance with the latest California Plumbing Code and NFPA 54 (National Fire Protection Agency). Piping shall be concealed within the walls and ceiling spaces, as much as possible. Piping shall be modified to match the surrounding area in non-concealed spaces.
16. Provide gas sleeves and vents if Liquefied Propane is to be installed below the slab per the latest California Plumbing Code, and NFPA 54.
17. Liquefied Propane gas regulators shall be equipped with factory installed Over Pressure Protection devices in accordance with the latest California Plumbing Code, and NFPA 54. Regulators installed within the building shall be properly vented to an approved vent termination area.
18. Plumbing equipment shall be high efficiency, and commercial grade material. Equipment shall be installed per the manufacturers recommendation, and in accordance with the latest California Plumbing Code, and NFPA 54.
19. Plumbing fixtures, non-specialty plumbing fixtures shall be low flow to meet the Current Cal green standards, all fixtures shall be listed and installed in accordance with the latest California Plumbing Code.

Mono County

2.4.2 PLUMBING DESIGN CRITERIA

1. Systems

A. Domestic Cold-Water system:

- 1) The plumbing contractor shall provide and install this system from the civil connection, 5' outside the building, to each rough-in required for fixtures and equipment within the building. The system shall include:
 - a) Lead free Backflow preventer(s) at building supply main, locate within the building, in a conditioned space to prevent over freezing.
 - b) Lead free, multi-Level, pressure reducing station at building supply main, locate within the building, in a conditioned space to prevent over freezing.
 - c) Lead free isolation valves at every branch line being supplied from the main. Additional isolation valves are required to isolate major areas, and at wet walls.
 - d) Lead free specialty valves as required to serve equipment.
 - e) Automatic trap primers for fixtures not receiving regular discharge. Provide Electronic units in remote areas not receiving regular pressure drop from fixture use.
 - f) Water Hammer Arrestors at all fast actuating valves. Size per manufactures direction.
 - g) Access Panels for Valves, Trap Primers and Water Hammer Arrestors which are not in an accessible space, finish to be directed by the architect.
 - h) Piping below grade, Copper type K with bronze fittings, soldered. Size at 3 PSI / 100', with velocities not to exceed 6' per second range.
 - i) Piping above grade, Copper type L with bronze fittings, soldered. Size at 3 PSI / 100', with velocities not to exceed 6' per second range.
 - j) Insulate all sections of piping, including valves.

B. Domestic Hot-Water system:

- 1) The plumbing contractor shall provide and install a Hot Water recirculation system, from the water heater to the required fixtures and equipment, returning to the water heater. The system shall include:

- a) Water heater, horizontal storage, high efficiency propane gas fired, or Electronic type sized to accommodate fixture loads.
- b) Expansion tank, ASME rated, size based on the volume of the water heater tank.
- c) Lead free In-line Circulating pump sized to meet the friction loss within the system, with balancing and check valves, 7-day timer, and Aquastat temperature sensor.
- d) Lead free isolation valves at every branch line being supplied from the main and at all equipment / fixtures.
- e) Lead free specialty valves as required to serve equipment.
- f) Access Panels for Valves which are not in an accessible space, finish to be directed by the architect.
- h) Piping below grade, Copper type K with bronze fittings, soldered. Size at 3 PSI / 100', with velocities not to exceed 5' per second.
- l) Piping above grade, Copper type L with bronze fittings, soldered. Size at 3 PSI / 100', with velocities not to exceed 5' per second.
- j) Insulate all sections of piping, including valves.

C. Sanitary Waste Water System:

- 1) The plumbing contractor shall provide and install this system from the civil connection, 5' outside the building, to each rough-in required for fixtures and equipment drains within the building. Piping shall be sloped away from the fixture in accordance with the California Plumbing Code. The system shall include:
 - a) Backwater valve when the finished floor is lower than the closest manhole or nearest upstream manhole.
 - b) LA Pattern plumbing traps at fixtures without integral traps.
 - c) Cleanouts, wall, floor and exterior type. Installed at ends of waste mains, at aggregate changes of direction exceeding 135 degrees, and at all lavatory and urinal locations.
 - d) Piping above and below grade, CISPI 301 plain end (below grade), or hub-less (above grade), Cast-Iron pipes. If the soil is found to be corrosive the pipe shall be polyethylene wrapped. Lead free specialty valves as required to serve equipment.

- D. Sanitary Vent system:
- 1) The plumbing contractor shall provide and install this system from the fixture / Equipment to the roof termination. Piping shall be sloped back to the fixture in accordance with the California Plumbing Code. The system shall include:
 - a) Vandal resistant caps at vent terminations.
 - b) Piping above grade, CISPI 301 hub-less, Cast-Iron pipes with no hub couplings. If the soil is found to be corrosive the pipe shall be polyethylene wrapped.
- E. Condensate drainage system:
- 1) The plumbing contractor shall provide and install Condensate drains extending from mechanical units to the sanitary system through means of indirect connections, air gap fitting, floor receptor, or dry well. Piping shall be sloped away from the equipment in accordance with the California Plumbing Code. The system shall include:
 - a) Clean out plugs at all changes of direction.
 - b) Piping above grade shall be copper type L or M with bronze fittings, soldered.
 - c) Piping for condensing furnaces or other similar equipment shall be installed with PVC piping.
 - d) Insulate all sections of piping, including fittings.
- F. Storm Drain system:
- 1) The plumbing contractor shall provide and install required drainage from Roof Drains to the civil designed, site drainage system. Piping shall be sloped away from the Roof drains in accordance with the California Plumbing Code. The system shall include:
 - a) Cleanouts, inline exposed, wall, floor and exterior type. Installed at the bottom of the riser, and at aggregate changes of direction exceeding 135 degrees.
 - b) Piping above and below grade, CISPI 301 plain end (below grade), hub-less (above grade), Cast-Iron pipes. If the soil is found to be corrosive the pipe shall be polyethylene wrapped. Lead free specialty valves as required to serve equipment.
- G. Liquified Propane gas system:
- 1) The plumbing contractor shall install the propane gas system from the proposed 'Amerigas' meter to each gas user. The system will consist of:
 - a) Seismic Gas shut off valve at building entrance.
 - b) Gas pressure regulators with internal, over pressure relief.
 - c) Isolation valves at the building main, all branches extensions, and equipment connections.
 - d) Piping for below grade applications shall be Polyethylene pipe with a single piece, stainless steel transition fitting to rise above grade, complete with tracer wire.
 - e) Piping for Above grade applications shall be black steel with iron fittings, screwed type for pipe sizes 2 1/2" and smaller, and welded for pipe sizes 3" and larger.
- H. Plumbing Equipment:
- 1) The plumbing contractor shall provide and install all commercial grade equipment as required to serve various spaces within the building. Equipment included:
 - a) Water Heaters as described in the "Domestic Hot-Water Section"
 - b) Circulation pumps as described in the "Domestic Hot-water Section"
 - c) System accessories, such as: Water Hammer Arrestors, Trap primers, gas seismic shut off valve, and gas pressure regulators.
- I. Plumbing Fixtures:
- 1) The plumbing contractor shall provide and install standard, and accessible fixtures to meet the county standards, and in accordance with the California Plumbing code. Fixtures to include:
 - a) Water Closet, floor mount, low flow, 1.28 GPF with manual flush valve operation and commercial grade seat self-Sustaining seat.
 - b) Urinal, wall mount, low flow, .125 GPF with manual flush valve operation.
 - c) Lavatory, wall or counter mount type, low flow with manual push button activated faucets, .5 GPM aerated flow. Accessible models shall include ADA insulated wrap, in accordance with ASTM E84-07 testing standards for flame spread and smoke index.

- d) Sinks, counter mount, with manual low flow faucets, 1.5 GPM. Accessible models shall include ADA insulated wrap, in accordance with ASTM E84-07 testing standards for flame spread and smoke index.
- e) Combination Hi/Low drinking fountain with bottle filler.
- f) Service Sinks, Wall or floor mount, with standard flow, wall hung faucets, faucet complete with Vacuum Breaker to prevent potential cross-contamination.
- g) Hose bibs Interior use only, complete with lockable access panels.

2.5 FIRE PROTECTION SYSTEM

2.5.1 FIRE PROTECTION DESIGN REQUIREMENTS

1. Design Parameters - Outdoor Design Conditions:
 - a. Summer: 85°F DB, 51°F WB
 - b. Winter: -16°F DB
 - c. Elevation: 7,880 ft
2. Design Parameters – Site Water
 - a. Non-Potable Water will be supplied by ‘Mammoth Community Water District’, at pressures exceeding 80 PSI.
 - b. Flow test will be required to obtain actual pressures at the required minimum fire flow requirements determined by the local Fire Marshal.
3. In general, the Fire Protection system shall be in accordance with the latest National Fire Protection Agency Code, Chapter 13, the latest California Building code, California Fire code and local Amendments. Not all code listings are described in this document. All plans shall be reviewed and approved through the Town of Mammoth Lakes Fire Department.
4. The Fire Protection system shall be designed as a Double Interlocked, Pre-Action, full coverage system, with quick response sprinklers. Piping shall be concealed within the walls and ceiling spaces, as much as possible. Piping shall be modified to match the surrounding area in non-concealed spaces.
5. Backflow prevention shall be in accordance with the latest California Plumbing Code, protecting the domestic water supply. In addition, ‘Mammoth Community Water District’ requires Reduced pressure principal type backflow devices. This needs to be coordinated with each project.

2.5.2 FIRE PROTECTION DESIGN CRITERIA

1. Systems

A. Fire Protection:

- 1) The C16 contractor shall provide and install the pre-action fire protection system from the backflow prevention device within the building, to the sprinklers located throughout the building. Clean Agent gas systems will be provided in Data sensitive rooms, as standalone protection, interfaced with the building fire alarm system. These (2) two systems shall include:
 - a) Double interlocked Pre-Action Fire Riser, Complete with Air Compressor, sized for the volume of the system. Complete with check valve, indicating butterfly valve, flow switch and a test inspection valve and drain complete with a pressure relief device to prohibit pressure exceeding 175 PSI. The flow switch shall interface with the fire alarm bell, and fire alarm system.
 - b) The air charged, sprinkler system will be hydraulically calculated, based on recent Hydrant flow test results. The piping system will be seismically braced to comply with local USGS data and the building structure type. Sprinkler density coverage will be designated by area type, (light hazard, 0.10 gpm/sq. ft.) or (ordinary hazard, 0.20 gpm/sq. ft.).
 - c) Sprinklers will be quick response type and adhere to State and local standards as mentioned above.
 - d) All fire protection piping will be insulated.
 - e) The clean agent gas system will be Deferred design, including the tank sizing, piping layout and control panel locations

ROOM DESIGN REQUIREMENTS



3. ROOM DESIGN REQUIREMENTS

3.1 ROOM DATA SHEETS

ROOM DATA SHEET	
Room Name: Entry Lobby	Floor: First Department: N/A
WALL FINISH	DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input checked="" type="checkbox"/> Aluminum or Hollow Metal <input checked="" type="checkbox"/> Vision Interior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision
FLOOR FINISH	CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input checked="" type="checkbox"/> Exposed Concrete	Cabinets: <input checked="" type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input checked="" type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate
CEILING	SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input checked="" type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> • Provide Reception Desk • Locate a wall mounted flat-panel TV (OFOI) and provide power and data hook up and ensure wall is properly designed to support installation of wall-mount TV bracket. • Provide security camera

ROOM DATA SHEET	
Room Name: Public Counter Area	Floor: First Department: N/A
WALL FINISH	DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input checked="" type="checkbox"/> Aluminum or Hollow Metal <input checked="" type="checkbox"/> Vision
FLOOR FINISH	CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input checked="" type="checkbox"/> Exposed Concrete	Cabinets: <input checked="" type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input checked="" type="checkbox"/> Plastic Laminate
CEILING	SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> • Provide a continuous 24 ft long by 3 ft deep counter Provide a lower counter portion for ADA access • Provide a door at Public Counter entry • Provide power and data hook up for a public-facing PC on this counter. PC is OFOI. • Provide security camera

ROOM DATA SHEET		
Room Name: Typical Office	Floor: First and Second	Department: All
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input checked="" type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete	Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> Refer to 2.1.7 Special Room/Space Requirements indicated in Building Systems Narrative for security and special requirements in Department of Probation and District Attorney. Door vision panel is prohibited in doors that require security access control in Department of Probation and District Attorney. 	

ROOM DATA SHEET		
Room Name: Typical Waiting/Reception/Cubical Work Station Area	Floor: First and Second	Department: All
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input checked="" type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete	Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> Provide commercial grade carpet in these spaces Waiting areas located in Department of District Attorney and Probation should be sheet vinyl finish as these areas have direct exterior access. 	

ROOM DATA SHEET		
Room Name: Typical Conference	Floor: First and Second	Department: All
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input checked="" type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input checked="" type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete	Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> • Provide acoustical wall assembly. • Provide hook ups for wall mounted TV(s) and ensure wall is properly designed to support installation of wall-mount TV bracket. • TV(s) and PC are OFOI. • Provide floor boxes under conference table. 	

ROOM DATA SHEET		
Room Name: Typical Storage Room	Floor: First and Second	Department: All
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input checked="" type="checkbox"/> Exposed Concrete	Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input type="checkbox"/> Acoustical <input checked="" type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> • File storage and Evidence room doors in Dept. of District Attorney need card reader locks. 	

ROOM DATA SHEET		
Room Name: Typical Restrooms	Floor: First and Second	Department: All
WALL FINISH		DOORS
Paint: <input type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input checked="" type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete	Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input type="checkbox"/> Acoustical <input checked="" type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> • Provide water closets and lavatories, refer to plumbing. • Provide acoustical wall assembly if restrooms are located adjacent to quiet rooms/spaces, such as conference rooms and offices. 	

ROOM DATA SHEET		
Room Name: Large Conference	Floor: Second	Department: N/A
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input checked="" type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input checked="" type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete	Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> • Provide acoustical wall assembly • Provide hook ups for wall mounted TV(s) and ensure wall is properly designed to support installation of wall-mount TV bracket. • TV(s) and PC are OFOI. 	

ROOM DATA SHEET		
Room Name: Training Room	Floor: Second	Department: N/A
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input checked="" type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input checked="" type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete	Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> • Provide acoustical wall assembly. • Provide hook ups for wall mounted TV(s) and ensure wall is properly designed to support installation of wall-mount TV bracket. • TV(s) and PC are OFOI. • Provide floor boxes under conference table • Provide power and data hook up for OFOI projector 	

ROOM DATA SHEET		
Room Name: Break Room/Employee Entry	Floor: First	Department: Environmental Health/Economic Development/Community Development/Public Works
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input checked="" type="checkbox"/> Aluminum or Hollow Metal <input checked="" type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input checked="" type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input checked="" type="checkbox"/> Exposed Concrete	Cabinets: <input checked="" type="checkbox"/> Base Cabinets <input checked="" type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input checked="" type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input checked="" type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> • Provide stainless steel sink • Provide layout of OFOI appliances that include refrigerator, dishwasher, coffee machine, and microwave for utility rough-in 	

ROOM DATA SHEET		
Room Name: Break Room	Floor: First	Department: District Attorney
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input checked="" type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input checked="" type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete		Cabinets: <input checked="" type="checkbox"/> Base Cabinets <input checked="" type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input checked="" type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input checked="" type="checkbox"/> Gypsum Board		<ul style="list-style-type: none"> • Provide stainless steel sink • Provide layout of OFOI appliances that include refrigerator, dishwasher, coffee machine, and microwave for utility rough-in

ROOM DATA SHEET		
Room Name: Law Library	Floor: First	Department: County Counsel
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input checked="" type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input checked="" type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete		Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board		

ROOM DATA SHEET		
Room Name: Interview Room	Floor: First	Department: District Attorney
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input checked="" type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input checked="" type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete	Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> Provide acoustical wall assembly. 	

ROOM DATA SHEET		
Room Name: Armory/Equipment	Floor: First	Department: District Attorney
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input checked="" type="checkbox"/> Exposed Concrete	Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input type="checkbox"/> Acoustical <input checked="" type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> Provide card reader lock at door 	

ROOM DATA SHEET		
Room Name: Lactation Room	Floor: Second	Department: Public Health
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input checked="" type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete	Cabinets: <input checked="" type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input checked="" type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> • Provide acoustical wall assembly • Provide sink 	

ROOM DATA SHEET		
Room Name: Exam Room	Floor: Second	Department: Public Health
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input checked="" type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete	Cabinets: <input checked="" type="checkbox"/> Base Cabinets <input checked="" type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input checked="" type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> • Provide stainless steel sink 	



ROOM DATA SHEET		
Room Name: Lab/Medical Supplies	Floor: Second	Department: Public Health
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input checked="" type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete	Cabinets: <input checked="" type="checkbox"/> Base Cabinets <input checked="" type="checkbox"/> Upper Cabinets Shelving: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input checked="" type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> Provide stainless steel sink 	

ROOM DATA SHEET		
Room Name: Telepschiatry Room	Floor: Second	Department: Behavioral Health
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input checked="" type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input checked="" type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Exposed Concrete	Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input checked="" type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board	<ul style="list-style-type: none"> Provide acoustical wall assembly Provide hook ups for wall mounted TV(s) and ensure wall is properly designed to support installation of wall-mount TV bracket. TV(s) and PC are OFOI. 	

ROOM DATA SHEET		
Room Name: Food Pantry	Floor: Second	Department: Social Services
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input checked="" type="checkbox"/> Exposed Concrete	Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input type="checkbox"/> Open <input checked="" type="checkbox"/> Closed Specialty: <input type="checkbox"/> Acoustical <input checked="" type="checkbox"/> Gypsum Board		

ROOM DATA SHEET		
Room Name: Mech., Elect., Janitor, FSR, Data	Floor: First and Second	Department: All
WALL FINISH		DOORS
Paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ceramic Tile: <input type="checkbox"/> Yes <input type="checkbox"/> No FRP: <input type="checkbox"/> Yes <input type="checkbox"/> No Acoustical Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No Tackable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No Writable Surface: <input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior Door: <input type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision Interior Door: <input checked="" type="checkbox"/> Solid Core <input type="checkbox"/> Aluminum or Hollow Metal <input type="checkbox"/> Vision	
FLOOR FINISH		CASEWORK
Resilient: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Sheet Vinyl <input type="checkbox"/> Rubber Tile <input type="checkbox"/> Carpet Non-Resilient: <input type="checkbox"/> Ceramic Tile <input checked="" type="checkbox"/> Exposed Concrete	Cabinets: <input type="checkbox"/> Base Cabinets <input type="checkbox"/> Upper Cabinets Shelving: <input type="checkbox"/> Yes <input type="checkbox"/> No Countertop Material: <input type="checkbox"/> Solid Surface <input type="checkbox"/> Plastic Laminate	
CEILING		SPECIAL REQUIREMENTS
General: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed Specialty: <input type="checkbox"/> Acoustical <input type="checkbox"/> Gypsum Board		<ul style="list-style-type: none"> • Provide mop sink in Janitor Room • Provide gypsum board ceiling in Janitor room

This page intentionally left blank

DESIGN STANDARDS



4 DESIGN STANDARDS

4.1 LIST KNOWN APPLICABLE CODES

The design of the building should meet the governing California Building Codes along with any additional current code requirements by jurisdiction.

A few of the below code sections are examples:

Title 19 CCR, Public Safety, State Fire Marshall Regulations
American With Disabilities Act (Public Law 101-336, Title II)
Title 24 CCR, Part 1 - 2016 Building Standards Administrative Code
Title 24 CCR, Part 2 - 2016 California Building Code, Vol.1 & 2 (CBC)
Title 24 CCR, Part 3 - 2016 California Electrical Code (CEC)
Title 24 CCR, Part 4 - 2016 California Mechanical Code (CMC)
Title 24 CCR, Part 5 - 2016 California Plumbing Code (CPC)
Title 24 CCR, Part 6 - 2016 California Energy Code
Title 24 CCR, Part 9 - 2016 California Fire Code (CFC)
Title 24 CCR, Part 11 - 2016 California Green Building Standards Code
Title 24 CCR, Part 12 - 2016 California Referenced Standards
2016 NFPA 13, Standard for the Installation of Sprinkler Systems (CA Amended)
2016 NFPA 14, Standard for the Installation of Standpipe and Hose Systems
2017 NFPA 17, Standard for Dry Chemical Extinguishing Systems
2017 NFPA 17a, Standard for Wet Chemical Extinguishing Systems
2016 NFPA 20, Standard for the Installation of Stationary Pumps For Fire Protection
2018 NFPA 22, Standard for Water Tanks For Private Fire Protection
2016 NFPA 24, Standard for the Installation of Private Fire Service Mains and Their Appurtenances
2017 NFPA 25, Standard for the Inspection, Testing, Maintenance of Water-Based Fire Protection Systems (CA Amended)
2016 NFPA 72, National Fire Alarm and Signaling Code (CA Amended)
2016 NFPA 80, Standard for Fire Doors and Other Opening Protectives
2018 NFPA 92, Standard for Smoke Control Systems
2016 ASME A17.1 Safety Code for Elevators and Escalators

Areas where additional code investigation will be needed are:

If interior exit stairway does not lead directly to the exterior of the building, a fire protected exit passageway extended to the exterior of the building shall be provided. The interior exit stairway along with the exit passageway to the exterior will need to be rated. Referencing CBC (California Building Code 2016) Section 1023 Interior Exit Stairways and Ramps. Along with the Interior Exit Stairway, the exit path along the first floor underneath the stairs will also need to be confirmed that the exit path complies with CBC Section 1011.3 Headroom.

Exit Access Travel Distance CBC (California Building Code 2016) Section 1017, will need to be verified that all exit travel distances are meeting code and are at the proper lengths once a thorough building code analysis has been done.

Elevators are also to be confirmed for travel distances per CBC 2016 Section 1009.4 Accessible Means of Egress. Elevators shall be located within 200 ft. traveled distance to each stair as required by CBC section 11B-206.2.3.2

Number of Exits and Exit Access Doorways CBC (California Building Code 2016) Section 1006, will need to be confirmed based on occupant loads in the building. Also, confirm travel distance to exit doors are met per code.

Number of exit stairways shall be calculated based on a maximum number of users at each floor. The locations shall be considered without future town of Mammoth Lakes Office Building Wing.

4.2 STANDARD CHECKLIST

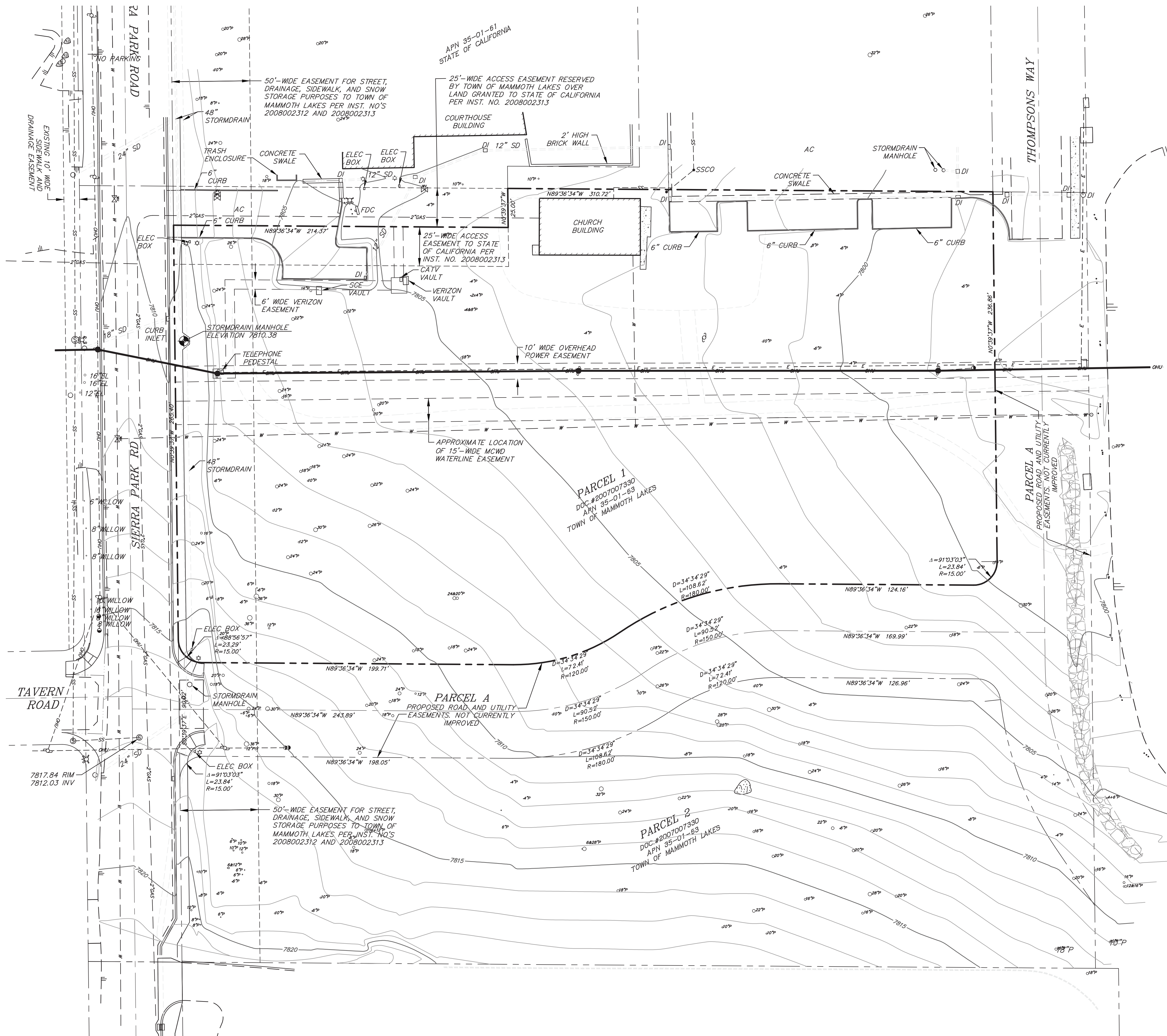
Standard Checklist		
Div #	SECTION	Description
00	Procurement and Contracting Requirements	
00		No sole sources allowed. All manufacturers to have A, B, or equal U.N.O.
01	General Requirements	
02	Existing Conditions	
03	Concrete	
04	Masonry	
05	Metals	
05	Misc Metal	All exposed steel shall be hot dipped galvanized after fabrication
05	Structural Steel	All structural steel shall be primed and be compatible with fireproofing
06	Wood, Plastic and Composites	
06	Casework	Cabinets and casework shall meet WIC specifications
06	Casework	Use formaldehyde-free, environmentally preferable materials and low VOC adhesives per CALGreen requirements
06	Casework	Verify cabinet lock keying requirements with County
07	Thermal and Moisture Protection	
07	Fireproofing	Provide details of each fireproofing condition and UL#
07	Roofing	Roofing manufacturer shall provide thirty (30) year warranty. Roofing installation shall comply with all details and installation of roofing materials and flashings in accordance with manufacturer's product data
07	Thermal Insulation	Exterior wall and roof thermal insulation shall meet Title 24 requirement
07	Sound Insulation (Interior)	All interior walls of offices, conference rooms and toilet rooms are to have sound insulation (min. unfaced 3.5" batt insulation)
07	Firestopping	Install firestopping to comply code requirement
07	Sheet Metal Flashing	Exposed sheet metal flashing shall be hot-dipped galvanized steel and painted
08	Openings	
08	Aluminum Storefront System	Aluminum storefront shall be heavy-duty rated
08	Doors	Exterior doors shall be either aluminum storefront system or hollow metal doors
08	Doors	Interior doors shall be solid core wood doors. All rated doors shall be factory glazed with a UL Label
08	Glazing	Exterior glazing shall meet Title 24 requirement. Tempered glass shall be indicated per code where safety glass is required
08	Door Hardware	ADA compliant, mid-grade commercial

09	Finishes	
09	Acoustical Ceiling	Provide stock of each type used in the project
09	Flooring	Concrete slab vapor emissions treatment shall be performed if adhered floor coverings are specified
09	Flooring	Provide stock of each color and type used in the project
09	Painting	Provide stock of each color and type used in the project
09	Painting	Exposed metal and railings shall be hot-dipped galvanized steel and painted
09	Painting	All drywall surfaces must be painted. No flat paint allowed.
09	Painting	Interior door frames which are to be painted shall be semi-gloss epoxy paint
09	Painting	Provide a specification for all metal surfaces, including cleaning, primer and number of finish coats
09	Painting	Special colors or metallic colors should be specified by color and manufacturer number
10	Specialties	
10	Signage	Provide individual cast metal letters (minimum 8" height) or similar at each building exterior entry
10	Signage	Provide ADA compliant tactile interior room identification and exit signs throughout the building using Graphic Process Sand-Carved signs
10	Signage	Provide ADA compliant UV protected parking and site directional and regulatory signs
10	Toilet Accessories	Provide toilet tissue, seat cover, paper towel and soap dispensers, waste receptacles, and hand dryers
10	Fire Extinguishers	Provide fire extinguishers at Corridors, Break/Kitchen, Training room, and other rooms/spaces required by code
11	Equipment	
11	Residential Equipment	Owner furnished, Owner installed. Indicate locations on plan for utility rough-in
12	Furnishings	
12	Window Blinds/Shades	Owner furnished, Owner Installed. Include the cost in estimate.
13	Special Construction	
14	Conveying Equipment	
14	Elevators	Specify hydraulic elevator. Elevator size should accommodate a gurney. Elevator shaft walls shall be fire rated.
14	Elevators	Coordinate access card reader and override key control that is master keyed into the building keyway
14	Elevators	Elevators shall have voice annunciation in the elevator cars
21	Fire Protection	
21	Fire Protection Riser	Riser Components shall be UL, FM listed by Victallic or equal.
21	Fire Protection Riser	Riser flow and tamper switches shall be UL, FM listed by Potter or equal
21	Fire Protection Riser	Riser Inspector Test valve shall be UL, FM listed by AGF or equal
21	Fire Protection Sprinklers	Sprinklers shall be UL, FM listed, quick response type, temperature rated for space type, by Reliable or equal.
21	Fire Protection Piping	Piping 3" and larger shall be UL, FM listed, schedule 10 steel pipe, ASTM A-135 with grooved fittings by Allied or equal.
21	Fire Protection Piping	Piping 2 1/2" and smaller shall be UL, FM listed, schedule 40 steel pipe, ASTM A-35 with screwed fittings by Allied or equal
21	Fire Protection Piping	Grooved couplings, UL, FM listed for pipe sizes 3" and larger by Victallic or equal.
21	Fire Protection Piping	Malible Iron Fittings, UL, FM listed for pipe sizes 2 1/2" and smaller by Anvil or equal
21	Fire Protection Hangers / Braces	Hangers and braces, UL, FM listed by Tolco or equal.
21	Fire Protection Clean Agent System	Provide clean agent system interfaced with the building fire alarm system and also tied into mechanical systems, for shut down. By Inergen or Ecaro.

22	Plumbing	
22	Plumbing Piping	Domestic Hot and cold water piping below grade shall be Copper Type K, ASTM B88, by Muller or equal.
22	Plumbing Piping	Domestic Hot and cold water piping above grade shall be Copper Type L, ASTM B88, by Muller or equal.
22	Plumbing Piping	Domestic Water Fittings shall be bronze, lead free, ASTM B16.18, By Muller or equal.
22	Plumbing Piping	Condensate drains, Copper type M, or DWV, ASTM B88 By Muller or Equal. Bronze fittings, ASTM B16.18, by Muller or equal.
22	Plumbing Piping	Sanitary/Storm/Vent piping below grade shall be Cast Iron, ASTM A888, CISPI 301 with plain ends, by Tyler Pipe or equal.
22	Plumbing Piping	Sanitary/Storm/Vent piping above grade shall be Cast Iron, ASTM A888, CISPI 301 with hubless ends, by Tyler Pipe or equal.
22	Plumbing Piping	Sanitary/Storm/Vent fittings below grade, HSN Compression type or lead and Oakum ASTM C564, by Tyler Pipe or equal.
22	Plumbing Piping	Sanitary/Storm/Vent fittings above grade, Neoprene gasket and stainless steel clamps, CISPI 310 by Tyler Pipe or equal.
22	Plumbing Piping	Gas piping below grade, polyethylene, ASTM D2513 with fusion fittings by JM Eagle or equal. Provide tracer wire.
22	Plumbing Piping	Gas Stainless steel transition riser by Central or equal.
22	Plumbing Piping	Gas piping above grade, Schedule 40 Steel, ASTM 53 with scewed or welded fittings by Ameripipe or equal.
22	Plumbing Valves	Domestic water valves, Lead free bronze construcion Nibco or Equal.
22	Plumbing Valves	Gas cocks/valves, bronze construcion by Nibco or Equal.
22	Plumbing Hangers	Hangers and braces, UL, listed by Tolco or equal.
22	Plumbing Identification	Piping and equipment Identification by Nohtown or equal.
22	Plumbing Insulation	Water, and condensate Insulation shall be ASTM C547, molded glass fiber with vapor barrier jacket by Johns Manville or equal.
22	Plumbing Insulation option #2	Or Water and condensate Insulation can be ASTM C534, flexible closed cell elastomeric insulation by Aerocell or equal.
22	Plumbing Equipment	Electric Water heaters shall be vertical storage type, commercial grade, by Ao Smith or Equal.
22	Plumbing Equipment	High Efficiency Propane gas fired Water heaters, vertical storage type, commercial grade, by Ao Smith or Equal.
22	Plumbing Equipment	Electric circulating pumps shall be lead free, bronze construction, by Bell and Gosset or equal.
22	Plumbing Fixture	Water Closets, floor mounted, Vitreous China, by American Standard or equal. Chrome plated, manual operated Flush valve by Sloan or equal.
22	Plumbing Fixture	Urinals, wall mounted, Vitreous China, by American Standard or equal. Chrome plated, manual operated Flush valve by Sloan or equal.
22	Plumbing Fixture	Lavatories, wall or counter mount, Vitreous China, by American Standard or equal. Chrome plated manual metered facuet by Chicago or equal.
22	Plumbing Fixture	Sinks, counter mount, type 304 stainless steel, by Just or Elkay. Chrome plated manual faucet by Chicago or equal. No garbage disposals.
22	Plumbing Fixture	Combination drinking fountain / bottle filler units, hi low type, stainless steel by Elkay or equal.
22	Plumbing Fixture	Service sink, Vitreous China by Ceco or equal. With Vacuum breaker facuet by Chicago or equal.
22	Plumbing Fixture	Hose Bibbs, wall mount, stainless steel by Acorn or equal.
22	Plumbing Fixture	Floor drain/sink receptors, cast iron by JR Smith or equal.
23	Mechanical	
23	Mechanical Equipment	All exhaust fans shall be Greenheck or equal.
23	Mechanical Equipment	All forced air furnaces shall be Carrier or equal. Trane is not allowed.
23	Mechanical Equipment	All ductless split systems shall be Carrier or equal. Trane is not allowed.
23	Mechanical Equipment	All cooling only HVAC units shall be equipped with low ambiant kits.
23	Mechanical Equipment	All cooling coils shall be copper tube with aluminum fins.
23	Mechanical Controls	All thermostats shall be Title 24 compliant.
23	Mechanical Equipment	All fire dampers and fire/smoke dampers shall be Pottorff or equal.
23	Mechanical Duct/register	All air inlets and outlets shall be Price or equal.
23	Mechanical Duct/register	All air inlets and outlets shall be steel with standard white finish.
23	Mechanical Duct/register	All louvers shall be Ruskin ELF375DX or equal.
23	Mechanical Duct/register	All ductwork shall be G60 galvanized steel.
23	Mechanical Piping	All refrigerant piping shall be hard drawn seamless copper tube.
23	Mechanical Support / Bracing	Provide pre-approved seismic bracing and anchorage as required.

26	Electrical	
26	Electrical	All wires shall be copper. Aluminum is not acceptable.
26	Electrical	Wire type shall be THHN/THWN insulation.
26	Electrical	Electrical equipment labeling or nameplates shall be laminated three layer plastic with engraved black letters on white contrasting background.
26	Electrical	Transformer shall be provided with ground terminal lug Terminating ground conductor to transformer enclosure is not acceptable.
26	Electrical	Electrical contractor shall request the power service fault current from utility company. Electrical contractor shall provide short circuit and protective device coordination study for electrical system.
26	Electrical	Provide fittings to accommodate expansion joints.
26	Electrical	Electrical contractor shall seal all underground conduit stub-out in electrical room and data room to prevent condensation.
26	Electrical	Transformer wiring shall be copper. Aluminum wiring is not acceptable.
26	Electrical	Switchboard, distribution boards and panelboard's bussing shall be copper with tin plating.
26	Electrical	All HVAC unit circuit breakers shall be HAOR Type.
26	Electrical	Fire caulk all conduit penetration thorough fire rated wall. All recessed, mounted junction box pullbox and cabinet enclosures shall be wrapped with "Hilti putty".
26	Lighting	Light fixture shall be LED with 0-10V Dimming in all rooms except in utility room and restrooms.
26	Lighting	Exterior light fixture shall be LED. Provide light sensor as required.
26	Lighting	Interior lighting controls consist of motion sensor, low voltage dimmer switch, room controller and light sensor as required.
27	Communication	
27	Communication	Provide 3/4" thick treated plywood in data room walls.
27	Communication	Provide pull rope in all empty conduit.

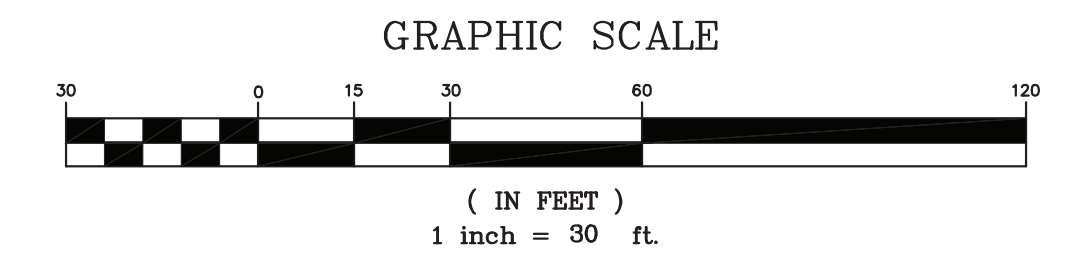




LEGEND

- PROPERTY LINE
- CENTERLINE
- EDGE OF PAVEMENT
- BOULDER, DRAWN TO APPROX. SIZE ORIENTATION VARIES
- TREE TYPE & SIZE
P=PINE/F=FIR/S=SNAG
- 7805 EXISTING GROUND CONTOUR & ELEV.
- ⊕ FIRE HYDRANT
- ⊕ WATER VALVE BOX
- ⊕ SEWER MANHOLE
- W --- EXISTING WATERLINE
- SS --- EXISTING SEWERLINE
- OHU --- OVERHEAD UTILITIES
- ⊕ TBM TEMPORARY BENCHMARK PER TOWN DATUM: STORM DRAIN MANHOLE IN SIDEWALK ELEVATION=7810.38

CONTOUR INTERVAL: 1'



ATTACHMENT "A"
TOPO & UTILITY SURVEY PLAN
"FOR REFERENCE ONLY"

COUNTY OF MONO
REQUEST FOR PROPOSALS
FROM DESIGN-BUILD ENTITIES

FOR

THE DESIGN-BUILD OF
CIVIC CENTER BUILDING

IN

MAMMOTH LAKES, CA

REQUEST FOR PROPOSAL (RFP) TABLE OF CONTENTS

ARTICLE I - PROJECT	3
ARTICLE II – RFP PROCUREMENT PROCESS	6
ARTICLE III - PROPOSAL SUBMITTAL REQUIREMENTS	12
ARTICLE IV - EVALUATION OF PROPOSALS AND SCORING	19
ARTICLE V – PROJECT COST INFORMATION.....	23
ARTICLE VI - TERMS AND CONDITIONS.....	24
ARTICLE VII - INSURANCE AND BONDING	32
ARTICLE VIII – OWNER PROVIDED ITEMS AND FF&E	33

ATTACHMENTS

- Attachment No. 1 - Design-Build Agreement and General Conditions
- Attachment No. 2 – Program and Design Criteria
- Attachment No. 2A – Geotechnical Reports from Adjacent Projects
- Attachment No. 3A – Price Proposal Distribution Exhibits A1 and A2
- Attachment No. 3B – General Conditions Cost Responsibility Template
- Attachment No. 4 – Non-Collusion Declaration
- Attachment No. 5A – Performance Bond
- Attachment No. 5B – Payment Bond
- Attachment No. 5C – Warranty Bond

DEFINITIONS

Throughout this RFP document, capitalized terms shall have the meanings assigned to them in the General Conditions, which are part of the Design-Build Contract included within this RFP. Capitalized terms not defined in the General Conditions shall have the meanings assigned to them in, or if none is assigned as reasonably understood to apply to them by the context of, the portion of the RFP Documents where such terms are used.

ARTICLE I - PROJECT

1.1 SUMMARY OF PROJECT

1.1.1 Project Description. A description of the Project is set forth in the Program and Criteria Section of this RFP (Attachment 2). The Mono County Office Building in Mammoth Lakes (Project) consists of the design and construction of an approximately 33,100 square foot wing of an envisioned 53,500 square feet office facility, with utilities, access, parking lot, and landscaping. The project is within a Civic Center complex in Mammoth Lakes, CA, on the south corner of the intersection of Hwy 203 and Sierra Park Road. The facility is intended to house numerous County Departments and will feature appropriate access, public entrances, counters and private offices with varied security and privacy requirements. The Project represents one aspect of the development of a Civic Center parcel in Mammoth. At this time, the site includes a court facility owned by the California Judicial Council, Administrative Office of the Courts, a Mammoth Lakes Police Station, as well as parking areas for an adjacent publicly owned hospital.

The Project has been envisioned as a larger “joint” facility between the County and the Town of Mammoth Lakes. This concept was explored in depth with conceptual building programs, site plans, floor plans, exterior renderings and costs estimates that were provided as Attachment A to the Request for Qualifications for this project. Due to different scheduling needs, the County is pursuing development of its portion of the facility prior to the Town of Mammoth Lakes. There is the possibility, however, that the Town may not construct at all.

1.1.2 Purpose and Need

Mono County currently leases two separate office spaces within the Town of Mammoth Lakes to provide a variety of services. The cost of these leases and the unpredictability of those costs has caused the County to research the potential of constructing its own facility within the Town of Mammoth Lakes. The preferred move-in date of October 31, 2019 is based on the expiration of one of the County’s two leases, when the County would prefer to relocate all its office space into the new facility.

1.1.3 Project Criteria. It is the County’s intent that the Work to be performed by the Design-Build Entity be designed and constructed in accordance with the County’s Project Program, Criteria and Technical Specifications as set forth in this RFP and specifically in Attachment 2. Attachment 2A contains the available geotechnical information from the projects constructed in adjacency to the Project site. The Design-Build Entity will need to complete their own geotechnical investigation and report as part of their scope of work.

1.1.4. Contract Time.

1. The Desired Substantial Completion Date of the design and construction of the Project is October 1, 2019. Occupancy of the building is desired by October 31, 2019. The overall schedule for the project will be proposed by the Design-Build Entity with County input and approval. The County is anticipating issuing a Notice to Proceed with Design on April 18, 2018. It is anticipated that there will be incremental permit packages to allow utilities work, grading and foundation work to occur during the summer 2018 construction season.

The Contractual Project Substantial Completion Date is March 31, 2020. To the extent the Design-Builder can better this date, the Design-Builder will generate a potential bonus of \$240,000 if the desired date of October 1, 2019 is met.

2. Within ten (10) days after Notice to Proceed, the Design-Build Entity shall prepare and submit a Design-Build Schedule for the design portions of the Work, both in hard copy and electronically,

for the County’s information and approval. Upon the County’s approval of the design phase schedule, the Design-Build Entity shall proceed with the design of the project according to the accepted schedule. The design schedule shall include a schematic design phase, design development phase, and construction document phase for permitting. It is expected that the Design-Build Entity will generate at least two separate permit packages to allow for expediting construction during the available construction period prior to the traditional snow season.

3. Within ten (10) days after the Town of Mammoth Lakes has approved the design submitted for permit, the Design-Build Entity shall prepare and submit a detailed Design-Build Schedule for the construction portions of the Work, both in hard copy and electronically, for the County’s information and approval. Upon approval of the Construction Permit Documents, the Design-Build Entity will have twenty (20) days to finalize the Building Guaranteed Maximum Price (GMP) with the County at which time the Notice to Proceed with Construction will be issued. It is anticipated that there will be two notices to proceed; one for the early grading, utilities and foundation work and the second for the balance of the project. Design-Build Entity shall achieve Final Completion of the entire Work of each Phase not later than forty-five (45) Days after the occurrence of Substantial Completion.

1.1.5. Early Completion Incentive and Damages.

1. The Design-Build Contract includes provisions for an early completion incentive of as much as \$240,000 if the Desired Substantial Completion Date of October 1, 2019 is achieved. This early completion incentive will decrease by \$40,000 monthly until March 1, 2020 when no early completion incentive will be available. See the table below for how the early completion incentive can be earned.

Project Substantial Completion	Early Completion Incentive
Before October 1, 2019	\$240,000
Between October 1 – 31, 2019	\$200,000
Between November 1 – 30, 2019	\$160,000
Between December 1 – 31, 2019	\$120,000
Between January 1 – 31, 2020	\$80,000
Between February 1 – 29, 2020	\$40,000

2. Damages. The Design-Build Contract also includes provisions for the Design-Build Entity to pay damages to the County of \$50,000 per month if the Design-Build Entity fails to Substantially Complete the Work within the Contract Time for Substantial Completion and allowing for Contract Adjustments permitted under the terms of the Design-Build Contract and General Conditions.

1.1.6 No Warranty by County. Proposers are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, design concepts, technical criteria, reports, surveys, test data and other information provided to, or reviewed by, them relating to the Project, Site or Existing Improvements and nothing stated therein, in the RFP Documents or in any other information provided by the County shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the County with respect to the completeness, accuracy or sufficiency thereof.

1.1.7 Changes by County. The County reserves the right, exercised in its sole and absolute discretion, to change, by additions, deletions or modifications, the Project Criteria, Project Budget, Contract Time, Design-Build Contract, General Conditions or any other portion of the RFP Documents at any time prior to Design-Build Entity's submittal of Proposals.

ARTICLE II – RFP PROCUREMENT PROCESS

2.1 SUMMARY OF RFP PROCESS

2.1.1 Informational Summary. The provisions of this Section 2.1 summarize the process that the County intends to follow regarding Award of the Design-Build Contract. This summary is provided for the Proposers' convenience and should not be interpreted as a complete or definitive statement of all procedures, conditions, requirements or standards that may apply.

2.1.2 Two-Phase Design-Build Competition. The Award of the Design-Build Contract is through a two-phase design-build competition:

Phase 1—Pre-Qualification: Phase 1 is the process of pre-qualifying Proposers determined most qualified to design and construct the Project. The County evaluates responses to prequalification questionnaires and may conduct interviews to establish whether a Proposer meets the prequalifying criteria as set forth in the RFQ. This Phase is complete.

Phase 2—Request for Proposals: Phase 2 consists of the process for final selection, from among the Phase 1 Pre-Qualified Design-Build Entities submitting Design-Build proposals. One firm will be selected for the Award of the Design-Build Contract. Selection of the successful Proposer in this Phase 2 effort shall be based upon pre-established criteria set forth in this Request for Proposal, which include price and technical (non-price) factors as well as results from the RFP final interviews. The County shall award the Design-Build Contract to the Proposer determined by the County to be the best value to the County taking into consideration all such price and technical factors.

2.1.3 Award. The County Board of Supervisors will issue a decision supporting its Award of the Design-Build Contract, stating in detail the basis of the Award. The successful Proposer's identity shall be publicly announced, along with its overall combined rating on the Request for Proposal evaluation, the County's ranking of the successful Proposer in relation to the other Proposers and their respective price proposals, and a summary of the County's rationale for the Award.

2.2 RFP DOCUMENTS, SCHEDULE AND PROCEDURES

2.2.1 RFP Documents. The RFP Documents consist of the following: (1) these Instructions to Proposers (including, without limitation, all attachments hereto); and (2) any RFP Addenda.

2.2.2 Copies. The complete set of these Instructions to Proposers (including all attachments hereto) will be made available directly to the Proposers. Proposers are solely responsible for any reproduction costs. The County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.

2.2.3 Duty of Review. Each Proposer, in submitting its Design-Build Proposal, acknowledges and understands its affirmative obligation to carefully and thoroughly examine all RFP Documents and other information available to the Proposer relating to the Project and the conditions under which the Work will be performed. Proposers are to seek clarification prior to such submission of any and all items of information contained in the RFP Documents or in any other documents upon which the Proposer has relied in preparing its Design-Build Proposal that it observes, or should have observed in the exercise of reasonable care in its capacity as a Design-Build Entity responsible for both design and construction of the Project, constitute or indicate: (1) errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Laws; (2) problems associated with design feasibility, constructability, availability of labor, materials, products or equipment; or (3) difficulties or obstructions affecting Proposer's ability to perform the Work within the constraints of the Contract Price or Contract Time. Failure

by a Proposer to fully inform itself of the matters described herein and to seek clarification in the manner required herein shall not relieve the Proposer from its responsibilities under the Design-Build Contract and other Contract Documents should it receive the Award thereof nor serve as the basis for any claim by the Proposer that it was mistaken or misled in connection with the preparation of its Design-Build Proposal or its planning for design or construction of the Work.

2.2.4 Requests for Clarification. Requests by a Proposer for clarification must be received by the County in the manner set forth below at least seven Days prior to the deadline set forth in the RFP Schedule for submission of Design-Build Proposals. Without limitation to the County's right to conduct Pre-Scoring Discussions, Negotiations or Post-Scoring Discussions, requests for clarification received after that time will receive no response. All requests for clarification must be in writing and shall be delivered by e-mail between the hours of 8:00 a.m. and 5:00 p.m. and prior to the applicable deadline in the RFP Schedule to the following:

*Tony Dublino, Assistant CAO
Mono County Administrative Office
PO 696
74 North School Street
Bridgeport, CA 93517
tdublino@mono.ca.gov*

2.2.5. RFP Addenda.

1. Purpose. The County reserves the right, in the exercise of its sole and absolute discretion, to change (by additions, deletions or modifications), and issue clarifications or interpretations affecting, the RFP Documents or Request for Proposal process. Such changes, clarifications and interpretations that are made prior to the issuance of the Notice of Intent to Award will be made by issuance of RFP Addenda and if made in any other manner shall not be relied upon by Proposers and will not be binding upon the County.

2. Notice. Notice of a RFP Addendum issued prior to the deadline in the RFP Schedule for submission of Design-Build Proposals shall be given only to the Proposers who have Pre-Qualified. Notice of a RFP Addendum issued after the deadline in the RFP Schedule for submission of Design-Build Proposals shall be given only to the Proposers who submit Design-Build Proposals in accordance with the RFP Documents.

3. Responsiveness. All Design-Build Proposals shall comply with and be responsive to all RFP Addenda issued prior to the applicable deadline in the RFP Schedule for submitting such Design-Build Proposals.

4. Proposer Responsibility. Failure of a Proposer to receive a RFP Addendum shall not: (1) relieve the Proposer from any obligation to comply with the requirements thereof; (2) relieve the Proposer from any obligation or conditions set forth in its Design-Build Proposal; (3) entitle the Proposer to an extension of the RFP Schedule; nor (4) be considered as grounds for permitting the Proposer to modify its Design-Build Proposal in a manner not expressly authorized by the RFP Documents.

5. Acknowledgement by Proposer. The Proposer shall confirm, by specifically identifying and listing in its Design-Build Proposal, its receipt of each RFP Addendum. Failure to so acknowledge receipt of each and all RFP Addenda may be asserted by the County as a basis for determining a Design-Build Proposal nonresponsive.

2.2.6 Use of County Forms. Forms included with the RFP Documents shall be used. In those instances where such forms are provided, information provided by Proposers on other forms not provided in the RFP Documents may be disregarded.

2.3 RFP SCHEDULE

2.3.1. RFP Schedule.

The following is the anticipated schedule for the issuance of the Request for Proposals and Subsequent Project Milestones:

Issuance of Request for Proposals	February 26, 2018
Mandatory Pre-Submittal Conference & Site Visit	March 8, 2018
Request for Clarifications Deadline	March 16, 2018
Final Addendum Issued	March 23, 2018
Design-Build Proposals Due	<u>March 30, 2018</u>
Evaluation of Design-Build Proposals	March 30 – March 6, 2018
Design Build Proposal Interviews (if held)	April 11-13, 2018
Board of Supervisors Approval of Design-Build Contract	April 17, 2018
Estimated Notice to Proceed	April 18, 2018
<u>Desired</u> Project Substantial Completion Date	October 1, 2019
<u>Contract</u> Project Substantial Completion Date	March 31, 2020

2.3.2 Interviews. The schedule for Interviews shall be announced by RFP Addendum if different from the schedule referenced in Section 04 of this RFP.

2.3.3 No Public Proceedings. All proceedings related to the RFP process shall be closed to the public.

2.3.4 Changes to RFP Schedule. The County reserves the right, at any time, to make additions, modifications or deletions to any of the events or dates that comprise the RFP Schedule. Such changes shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to dates in the RFP Schedule shall mean the RFP Schedule and dates set forth in Section 04 of this RFP, as adjusted by any changes thereto made pursuant to this Paragraph 2.3.4.

2.4 RFP PROCEDURES

2.4.1 Submission.

Each Design-Build Proposal shall be hand delivered to, or received by mail at any time during regular working hours of 8:00 a.m. to 5:00 p.m., up to the deadline in the RFP Schedule. The County reserves the right, prior to opening any of the sealed Design-Build Proposals, to extend or reset a new deadline for submission of Design-Build Proposals. In the event that the deadline for submission of Design-Build Proposals is so extended, the Design-Build Proposal's that were received prior to the original deadline for receipt of Design-Build Proposals will be held, without opening them, until the new deadline for submission has passed. One original and one electronic copy of the Proposal will be received as follows:

Project: County Office Building in Mammoth Lakes

Proposal Deadline: 2:00 P.M., March 23, 2018

Mailing Address & Place of RFP

Receipt:

**Tony Dublino, Assistant CAO
Mono County Administrative Office
PO Box 696
74 North School Street
Bridgeport, CA 93517**

2.4.2 Envelopes, Packaging. All Design-Build Proposals, shall at the time of delivery, be enclosed in a sealed envelope or container. Said envelope, as well as any other outer envelope or packaging in which said envelope may have been placed by Proposer or the carrier for delivery, shall be addressed and delivered as provided in these Instruction to Proposers and shall be clearly and conspicuously labeled with the Proposer's name and address and an identifying Project name and proposal number.

2.4.3 Timely Delivery. The Proposer assumes full responsibility for timely delivery of its Design-Build Proposal at the location designated therefore in these Instructions to Proposers.

2.4.4 Signatures, Oath. Each Design-Build Proposal shall be signed by a person having authority to enter into contracts on behalf of the Design-Build Entity submitting same. The information provided by the Proposer in its Design-Build Proposal is deemed provided under oath, with the understanding that the providing of false information is, in itself, grounds for disqualification.

2.4.5 Unauthorized Communications. Unless and except requested to do so in writing either in response to a written request for clarification from the County or as otherwise permitted by the RFP Documents, Proposers and their Sub-consultants and Subcontractors shall not communicate, either verbally or in writing, with: (1) any member of the RFP Evaluation Committee; (2) any consultant or professional retained by the County for the purpose of providing the County advice or professional services in respect to the Project, the Request for Proposal process or the Award of the Design-Build Contract; or (3) any employee or representative of the County with respect to any matter relating to the Project.

2.4.6. Pre-Submittal Conference. A mandatory Pre-Submittal Conference will be conducted as identified in the RFP proposal schedule, or another coordinated date and time. Attendance at the Pre-Submittal Conference is a condition to Proposer's opportunity to have its Design-Build Proposal considered by the County. The County reserves the right to schedule additional mandatory or non-mandatory conferences upon advance written notice to the Proposers. Whether or not a Proposer attends such mandatory or non-mandatory conferences, it is charged with knowledge of all facts, circumstances and other information that was made available, or provided, to Proposers at such conferences, including, without limitation, any and all of the physical conditions of the Site and Existing Improvements that were visible and/or available to Proposers for inspection or review.

2.4.7 Conduct Site Investigations. Any Proposer may, at its own expense and any time after the mandatory Pre-Submittal meeting, conduct Site and Existing Improvements investigations (except subsurface and destructive building investigation) located on the Site, provided that: (1) Proposer requests in writing, and receives, prior permission from the County to conduct such investigations, which permission may be granted or withheld by the County in its sole discretion, but if permitted for any Proposer will be permitted on the same conditions for all Proposers; (2) Proposer executes an Entry to Property Agreement in the form included in Section 05 of this RFP and each individual entering the Site at the request or on behalf of Proposer executes a Release of Liability in the form attached to the Entry to Property Agreement; (3) Proposer provides evidence at the mandatory Pre-Proposal meeting and satisfactory to the County of

appropriate insurance coverage required by the terms of the Entry to Property Agreement; and (4) a complete copy of any reports (including, without limitation, all opinions, data and recommendations) generated from Proposer's investigation, if any, is provided to the County with the Proposer's submission of its Design-Build Proposal. Failure by a Proposer to comply with these or any other terms of the Entry to Property Agreement may be deemed by the County, in its sole discretion, as a material noncompliance with the requirements of the RFP Documents and, as such, grounds for disqualification.

2.4.8 Evaluation Committee. The County has created an Evaluation Committee to conduct on its behalf: (1) evaluation, scoring and ranking of the Design-Build Proposals; (2) Interviews; (3) Negotiations; and (4) recommendation for selection of the successful Proposer to receive the Award of the Design-Build Contract.

2.4.9 Post-Proposal Submittal Interviews. The County may elect to hold interviews with the Proposers after evaluating the proposals. Interviews are face-to-face, confidential exchanges between a Proposer and the Evaluation Committee for the purpose of: (a) clarifying a Design-Build Proposal to assure a full understanding of, and responsiveness to, the requirements of the RFP Documents; (b) evaluating the Proposer's presentation of the design concept for the Project; and (c) evaluating the Proposer's demonstrated ability to collaborate with members of the team. Interviews will be conducted by the RFP Evaluation Committee in accordance with Rules for Interviews and Negotiations set forth in Section 6.6 herein, as may be amended from time to time by the County pursuant to RFP Addendum.

2.4.10 Clarifications of Proposals. The County reserves the right at any time to request in writing from any Proposer, or all Proposers, clarification of any information contained in a Design-Build Proposal. Nothing stated herein or elsewhere in the RFP Documents shall be interpreted as obligating the County to request further clarification from any Proposer or as obligating the County to seek the same or similar clarification from other or all Proposers. Proposer shall respond to the County requests for clarification within three days after the date of receipt thereof by the Proposer in the same manner and to the same location as provided in Paragraph 2.2.4, above. Proposer's responses shall be limited to clarifying the portion of the Design/Build described in the County's request. Responses shall not include changes to a Design-Build Proposal. Information that does not comply with the requirements of this Paragraph will not be considered.

2.4.11 Proposal Responsiveness. The County may determine any Design-Build Proposal unresponsive that does not comply with the requirements of the RFP Documents or includes or incorporates by reference any statement or representation in the Design-Build Proposal (or in the attachments or other documents submitted with the Design-Build Proposal) that is false, incorrect or materially incomplete or misleading.

2.4.12 Waiver of Irregularities. The County reserves the right, but assumes no obligation, to waive minor or clerical irregularities, errors or omissions contained in any Design-Build Proposal or in regard to any Proposer's compliance with the Request for Proposal process, and to make all final determinations related thereto.

2.4.13 Withdrawal, Resubmission by Proposer. Upon written notice to the County at the place for receipt of Design-Build Proposals, Design-Build Proposals may be withdrawn at any time and resubmitted prior to the applicable deadline set forth in the RFP Schedule for submission thereof. Design-Build Proposals may not be withdrawn after the applicable deadline set forth in the RFP Schedule for receipt thereof.

2.4.14 Rejection, Withdrawal by the County. Without limitation to any of the County's other rights under the RFP Documents or Applicable Laws, the County reserves the right to reject any Design-Build Proposal that contains any information that is untrue or misleading, is not accompanied by other documents required by the RFP Documents to be submitted with a Design-Build Proposal, or is in any way incomplete or irregular. The County further reserves the right, before or after evaluation and scoring of Design-Build Proposals, to withdraw its Request for Proposal and/or reject all Design-Build Proposals.

2.4.15 Changing of Team Members. Any changes in or additions to the members of the Design-Build Entity team after the RFP submittal could result in scoring reconsideration for applicable evaluation criteria. After contract award, the successful respondent shall not be allowed to substitute project team members named in this response, including subcontractors, without the prior written authorization of the County which authorization may be granted or withheld in the County's sole discretion. Substitution may, in the sole opinion of the County be grounds for cancellation of selection or termination of contract.

2.4.16 Stipend. The County shall provide a Stipend in the amount of \$10,000 to each Proposer submitting a Design-Build Proposal in accordance with the terms of the RFP Documents and that does not subsequently receive the Award of the Design-Build contract; provided, however, that the County shall have no obligation to pay such amount or any other amount, either as an honorarium or in any other form, for any of the following circumstances: (1) The RFP is withdrawn from the County (whether or not a new RFP is thereafter issued) prior to the deadline in the RFP Proposal Schedule for submission of Design-Build Proposals; (2) the Proposer fails to submit its Design-Build Proposal prior to the deadline in the RFP Schedule for submission of Design-Build Proposals; (3) the Proposer's Design-Build Proposal materially fails to comply with the requirements of the RFP Documents; or (4) the Proposer is disqualified at any point in the RFP process. Such stipend shall constitute the sole and exclusive remuneration and the sole liability of the County to such unsuccessful Proposers for their participation in the RFP process.

2.4.17 Interested Parties.

1. Participation in More Than One Proposal. General Contractors and Architects of Record will not be allowed to participate in the Request for Proposal process, in any capacity, as Design-Build Entity Members, to more than one Design-Build Entity. For purposes of interpreting and applying the requirements of this Subparagraph 2.4.17.1, branch offices of a General Contractor and Architect of Record that is an individual, corporation, partnership, or other legal entity, where such branch offices are owned and/or managed, in whole or in substantial part, by such individual, corporation, partnership, or other legal entity, shall be deemed identical to such General Contractor and Architect of Record.

2. County Consultants. Consultants or Sub-consultants to the County who are participants or advisors to the County in respect to the design-build competition for the Project, shall not be allowed to participate as a Design-Build Entity Member or as a Sub-consultant or Subcontractor, of any Tier, to a Design-Build Entity.

ARTICLE III - PROPOSAL SUBMITTAL REQUIREMENTS

3.1 BASIS, CONTENT AND FORMAT

3.1.1. Basis. Each Design-Build Proposal shall include the Proposer's fixed prices for each of the following, based on an all-inclusive Maximum Allowable Price:

1. Design and Preconstruction Services. Design and Preconstruction Services are defined in the Proposal Form and Agreement included in the RFP and are to be proposed as a separate line item with the RFP response. Under the Design-Build Contract terms, the County reserves the right at any time prior to commencement of construction to terminate the Design-Build Contract. The amount payable to the Design-Build Entity in the event that the Design-Build Contract is terminated prior to commencement of construction shall be limited to a prorated amount of the agreed design fee based on the percentage of completion of the Construction Documents that has been accomplished by Design-Build Entity at the time of such termination. Design fees shall include only design and preconstruction services, and shall not include construction project management or designer's Construction Administration.

2. Construction Services. Construction Services (sometimes referred to as the General Conditions or General Requirements of Construction) are defined in the Proposal Form and Agreement included in the RFP and are to be proposed as a separate line item with the RFP response.

3. Fees (Profit and Home Office Overhead). Fees are defined in the Proposal Form and Agreement included in the RFP, and are to be proposed as a separate line item with the RFP response.

4. Contractor Contingency. The Design-Build Entity is to include a construction contingency amount of 4 percent as part the Lump Sum contract, after open book buyout of the Hard Costs of Construction.

3.1.2. Content. Design-Build Proposals shall comply with all RFP Document requirements, and shall include, without limitation to any other RFP Document requirements, each of the following:

1. Proposal Form and Agreement

2. An informational response to each of the requests for technical, cost and other information set forth in Section 3.2_(Specific Design-Build Proposal Requirements) herein;

3. Non-Collusion Affidavit

4. Copies of any reports generated from any Site investigation conducted in accordance with Paragraph 2.4.7, above.

5. Letter of Organization

3.1.3 Format. Each Proposer shall submit its completed Design-Build Proposal in accordance with the Specific Design-Build Proposal Requirements set forth in Section 3.2 herein. The original Design-Build Proposal shall bear an original signature and printed name and title of the person or persons legally authorized to enter into contracts on behalf of the Proposer. A signature on a Design-Build Proposal by a corporate officer shall further give the state of incorporation and have the corporate seal affixed.

3.1.4 Name of Proposer. Each Design-Build Proposal shall state the Proposer's legal name and the Proposer's legal form of business entity.

3.1.5 Untrue or Misleading Information. In addition to and without limitation upon any other RFP Document requirements of the County shall have the right to disqualify any Design-Build Entity and reject any Design-Build Proposal should it determine that any information submitted by the Proposer in the Pre-Qualification or RFP process is untrue or misleading.

3.1.6 Alterations. Interlineations, alterations and erasures to a Design-Build Proposal must be initialed by each and all of the Design-Build Proposal signer(s).

3.1.7 Applicable Laws. All Design-Build Proposals must be submitted, filed, made and executed in accordance with Applicable Laws (including, without limitation, California Public Contract Code Sections 22160 et seq.), whether the same are expressly referred to herein or not.

3.1.8 Period of Irrevocability. The Proposer's Design-Build Proposal (including, without limitation, its firm and fixed lump sum prices for its Base Price submitted for Paragraph 3.1.1 above, and amount proposed for liquidated damages payable to the Design-Build Entity for Compensable Delay) shall be held firm and shall be deemed irrevocable as follows: for a period of ninety (90) Days from the deadline in the RFP Schedule for receipt of Design-Build Proposals, as may be modified by Addendum.

3.1.9 Changes to Proposals. Changes, in the form of additions, deletions, or modifications, to Design-Build Proposals, shall not be permitted after the respective deadline set forth in the RFP Schedule or RFP Addendum for submission thereof.

3.2 SPECIFIC DESIGN-BUILD PROPOSAL REQUIREMENTS

3.2.1. Basic Requirements. Proposer shall provide the following information in its Design-Build Proposal, in the format requested, without deviation. Each proposer one original of their Design-Build proposal plus 1 electronic copy on a flash drive.

3.2.2 Overall Organization. For efficiency of review, proposal data must be organized in the same order as listed below.

3.2.3 Page Numbers. The proposal is limited to 50 pages. The page number limitation of 50 pages means 50 pages of content. An individual 'page' of paper with narrative front and back will count as 2 pages of content. The following items will *not* be counted in the 50-page total:

1. Proposal covers
2. Table of contents
3. Section divider tabs
4. Photographic images, provided that text on or adjacent to the images is minimal and for identification only. However, pages with narrative text flowing around smaller photos *will* be counted against the page total.
5. Proposal Form and Agreement
6. Non-collusion Declaration
7. Letter of Organization
8. Proposer's Site Investigation Reports, if any

3.2.4 Font. Font size may be a minimum of 11 point. The size and the style choice for the font should support ease of review. Font size for text in footnotes or text whose purpose is to identify charts and graphic images may be smaller than the main text.

3.2.5 Binding. Bound.

3.2.6 Page Size. Maximum Page Size is 8-1/2" x 11" for text and 11" x 17" for schedules, charts or graphs.

3.2.6 Page Numbers. Required.

3.3. DESIGN-BUILD PROPOSAL CONTENT:

3.3.1. Price Factors. Provide in a separate sealed envelope, an itemized breakdown of the Proposer's Base Price using the Proposal Form and Agreement contained in this RFP.

Provide itemized breakdown of the Proposer's Base Price using the following cost categories, per the attached Design-Build Proposal Form (Attachment 3A Exhibits A1 and A2). Responses shall be provided utilizing the Excel worksheet (.xls) file provided to ensure utilization of all formulas. The proposer's base price including General Conditions costs (Design and Construction Phases) and Overhead and Profit shall include all costs as noted in Attachment 3A Exhibits A1 and A2. The base price shall also include all other requirements found elsewhere in the RFP documents. Attachment 3B includes a distribution of General Conditions costs by responsibility.

3.3.1.1. Preconstruction Phase – Provide a list of the personnel and their anticipated status as Full-Time or Part-Time for the preconstruction phase of the project, as well as their loaded rates.

1. Provide proposed Preconstruction Services fees for all services as required by the RFP and Attachment 3A, Exhibit A1.
2. Provide proposed Design Fees itemized for all design services as required by the RFP and attachments. **No additional overhead and profit percentage will be applied to this phase.**
3. Bonds and Insurance: amount shall be negotiated at GMP based on actual project value. No value shall be added to the proposal form.
4. Submit hourly rate sheet of all construction management, architectural, engineering and other service consultants.

3.3.1.2. Construction Phase- Provide a list of the personnel and their anticipated status as Full-Time or Part-Time for the duration of the project, as well as their loaded rates. Provide at a minimum, 1 Full-Time Project Manager, 1 Full-Time Superintendent / Safety Superintendent, 1 Full-Time Project Engineer, & 1 Full-Time Administrative Assistant.

1. For the purposes of this proposal and its evaluation, the Direct Cost of the Work is assumed to be \$14,000,000 and will vary with the actual GMP.
2. General Conditions Costs:
 - i. Provide proposed General Conditions costs (i.e., direct overhead expenses), as required by the RFP and Attachment 3A, Exhibit A1. Responsibilities for typical General Conditions and General Requirements costs are shown in Attachment 3B.
 - ii. Bonds and Insurance: amount shall be negotiated at GMP based on actual project value. No value shall be added to the proposal form.

3. **Overhead and Profit.** List the portion of the Base Price as a percentage allocable to indirect (i.e., general administrative or home office) overhead and profit as stipulated in Attachment 3A Exhibit A1. The total sum of Overhead and Profit shall be calculated by multiplying this percentage by the Subtotal of Direct and General Conditions Costs (2a + 2b) for the project.

NOTE: It is the General Contractor's prerogative to purchase payment and bonds for subcontracted work or SubGuard and this cost must be provided for within the Contractor's Overhead and Profit percentage. Fees for subcontractors' bonds or for SubGuard will not be allowed to be included with the Direct Cost of the Work when establishing the Guaranteed Maximum Price.

3.3.1.3. Base Price (sum of 3.3.1.1 and 3.3.1.2, above).

3.3.2. Total Compensation. Total Compensation shall be based on the Maximum Allowable Price indicated in the Proposal Form and Agreement. The final Contract Sum will be determined after award of the Design-Build Contract and after the design has been approved, and will be the total amount payable by County to Design-Build Entity for performance of the Work under the Contract Documents. Therefore, during the Design and Preconstruction Services portion of the Work, the Hard Costs portion will be viewed by the County as an open book arrangement. After design approval, the Contract Sum will become a negotiated firm fixed price amount not to exceed the Maximum Allowable Price.

3.3.3. Non-Price Factors

1. Technical Design and Construction Expertise: The Design-Builder's qualifications including but not limited to the following:

Firm Experience

- a. Design Build team experience – List experience that this Design Build team has working together.
- b. Similar Projects - List similar experience in similar situations as Design Builder. Briefly describe the project, including size and location.
- c. Other Projects - List other projects that demonstrate the firm's experience in complex projects. Organize the list by date. Identify those which are civic buildings.
- d. BIM Capabilities – List firm experience and capability to utilize BIM.
- e. BIM Experience – List projects that demonstrate the firm's experience in utilizing BIM. Briefly describe the project, including size and location.
- f. Preconstruction Services – Describe how this Design-Build team will approach preconstruction services.
- g. Discuss past experience with production planning systems and scheduling approaches for fast-track projects with short-duration construction seasons.

Team Member Experience

List the following for each team member:

- a. Accurate description of proposed project role
- b. Educational credentials
- c. Number of years of office building design and/or construction in California
- d. Number of years of experience in office building design and/or construction overall
- e. Number of years with present firm
- f. Specific project experience with similar projects where the team member played a significant role.
- g. Office location

Information and experience requirements in this section of the proposal are applicable to the key design build team members as well as for any specialty design or planning consultants that may be listed as part of the team. Key team members are those who will have substantive input to the project and include the:

- Structural engineer
- Civil engineer
- Mechanical/plumbing engineer(s)
- Mechanical/plumbing contractor(s)
- Electrical engineer
- Electrical contractor
- Structural system contractor
- IT cabling contractor

Firm and Team References

For each member firm, list at least one contact on the project owner's team for each of the projects listed above in the *Similar Projects* lists. Include name, address, telephone and email contact information.

2. Design Excellence: Proposer shall include information to enable the County to evaluate the Proposer's design capabilities, from the perspective of the following design excellence sub-factors:

- a. General approach to working together as a member of an integrated project team to maintain budget, schedule and quality of project.
- b. Describe your approach to target value design and how you will assure design and costs are in alignment throughout the duration of the design process.
- c. A general discussion of the approach to systems design evaluation and selection.
- d. A general discussion of approach to finishes in a high-altitude environment.
- e. Approach to the use of BIM within your team and its application to this project.
- f. Approach to energy-efficiency in the building(s) and exterior spaces.

The County of Mono specifically does not want to see fully developed designs as part of the RFP response. The intent is to follow the adjacency and massing concepts that have been provided as part of the criteria documents developed by HMC Architects.

3. Approach to Meeting Schedule Goals: The Design-Build proposal should include a discussion of proposed approaches that clearly identify a path and strategies to achieve a project completion by October 1, 2019. These may include packaging and permitting of work to take advantage of the summer 2018 construction season; working with franchise utilities and local utility agencies to perform advance utilities work required by the project; opportunities for pre-fabrication and modular approaches to construction to allow production to continue during the winter season; use of production planning systems like Last Planner® and other considerations that the Design-Builder may find beneficial to achieving this aim.

4. Life Cycle Costs: The County recognizes that the Design Build proposals will not include a full design within the proposal and therefore a full life cycle analysis of the proposed systems is not practical at the time of submittal. The County has a focused interest in the total cost of ownership of the building over its expected life and desires a lower cost over the life of the building even if it means a higher initial construction cost. Design-Build Proposals shall include information to demonstrate their design approach to "Life Cycle Costs".

Describe the team's approach to designing major systems as well as finishes with consideration for its first cost, estimated life, annual maintenance cost, operation cost and projected replacement time.

Teams should state their approach to energy modeling of the building, commissioning, and the expected design energy use intensity of the building(s).

Similarly, the County desires highly durable finishes within the available budget. Teams should discuss their approach to evaluating and selecting finishes on the basis of total life cycle.

3.3.4 Non-Collusion Declaration– Provide a completed Non-Collusion Declaration (Attachment 4).

3.3.5 Site Investigation Reports. Provide copies of any reports generated from any Site investigation conducted in accordance with Paragraph 2.4.7 of the RFP.

3.4 OWNERSHIP, COPYRIGHT, CONFIDENTIALITY AND DISCLOSURE

3.4.1 Ownership, Copyright. Drawings, renderings, models, and building designs are not permitted as part of this Proposal process. However, if provided these as well as: design approaches, design details, construction techniques, procedures, means and methods and other technical design and construction information contained within a Design-Build Proposal shall be deemed property of the County to the extent allowed by law; provided, however, that: (1) nothing herein shall be interpreted as prohibiting or limiting the right of a Proposer that does not receive the Award of the Design-Build Contract to (a) copy, use or incorporate such technical design information contained within its Design-Build Proposal for its own use in connection the conduct of its business, trade or profession, and/or (b) assign, grant or transfer to any third person or entity (for profit or otherwise) the right to copy or use such technical design information for any purpose; and (2) with respect to the Proposer who receives the Award of the Design-Build Contract, such Proposer’s rights and obligations with respect to copying, use or incorporation of such technical design information in any projects, structures or work other than the Project shall be governed solely by the terms of the Design-Build Contract. The County’s rights hereunder include, without limitation, the right after Award of the Design-Build Contract to incorporate into its design for the Project any of the building designs, design approaches, design details, construction techniques, procedures, means and methods and other technical design and construction information contained in any Design-Build Proposal that is received from any Proposer whether or not such technical information constitutes Proprietary Information as that term is defined in Paragraph 3.4.2, below.

3.4.2 Confidentiality of Proprietary Information. “Proprietary Information”, as that term is used in this Section 3.4, means and is limited to (in lieu of any other definitions applicable to proprietary information or trade secrets that may exist under Applicable Laws) technical information in the form of design details, construction techniques, procedures, means and methods and other technical design and construction information that: (1) is patented; or (2) is (a) only known to those persons within the Proposer’s company in whom such technical information is confided, and (b) has unique or special qualities (including, without limitation, a unique or special assembly) not generally known in the construction industry among competing contractors designing or constructing structures of the type proposed for the Project; provided, however, that the Proposer has clearly and completely marked and identified such information with the words “PROPRIETARY INFORMATION” wherever and everywhere it appears in the Proposer’s Design-Build Proposal. Building designs and similar aesthetic elements of a design that are submitted as part of its Design-Build Proposal shall not, under any circumstances, constitute Proprietary Information and may be disclosed and displayed by the County (including, without limitation, to the public) at any time, without prior notice to or consent of the Proposer.

3.4.3 Confidentiality of Pricing Information. Notwithstanding and without limitation to the County’s rights set forth in Section 3.4, the County shall, to the extent not inconsistent with the County’s obligations under Applicable Laws pertaining to the disclosure of public records, at all times prior to Award of the Design-Build Contract refrain from disclosing to any competing Proposer the content of any Proprietary Information contained in a Proposer’s Design-Build Proposal. The County’s obligation of confidentiality

as set forth herein shall terminate upon Award of the Design-Build Contract. The aforestated obligation of the County with respect to maintaining the confidentiality of technical information shall constitute the County's sole and exclusive obligation of confidentiality that shall exist, at any time either before or after Award, with respect to such matters.

3.5 RETURN BY THE COUNTY

Each original Design-Build Proposal submitted by a Proposer not receiving the Award of the Design-Build Contract shall be made available by the County to be picked-up by the Proposer, at its own expense, following award and execution of the Design-Build Contract. Originals not requested for return within fifteen Days after Award may be destroyed. Copies thereof may at any time following Award and at the County's sole discretion be either: (1) returned to the Proposer; (2) retained by the County; or (3) destroyed by the County.

3.6 PATENTS

Proposers shall identify in their Design-Build Proposals any portions thereof with respect to which the Proposer holds any patent right, including, without limitation, the number and date of issuance of the patent.

3.7 NON-TRANSFERABILITY

Design-Build Proposals are nontransferable.

ARTICLE IV - EVALUATION OF PROPOSALS AND SCORING

4.1 REVIEW OF PROPOSALS

The Design-Build Proposals may be opened and reviewed by the RFP Evaluation Committee at any time after the RFP Schedule submittal deadline. Such review shall not limit the County's right to thereafter conduct Interviews or Negotiations.

4.2 SCORING AND RATING OF PROPOSALS

4.2.1 Scoring and Rating. Scoring of Design-Build Proposals may occur at any time after submittal deadline. Scoring will be in accordance with the RFP Documents, including, without limitation, Paragraph 4.3 herein (Proposal Evaluation Factors, Scoring and Ranking Methodology). Upon completion of scoring, the Design-Build Proposals will be ranked by the Evaluation Committee from the "most advantageous" to the "least advantageous" to the County, with the highest total score representing the "most advantageous" and the lowest total score representing the "least advantageous." In tabulating the final scores, the County reserves the right to drop the high and low scores for each respondent in its final evaluation.

4.2.2 Adjustments in Rating. The County reserves the right, in its sole and absolute discretion, to adjust, increase, limit, suspend or rescind the rating or ranking based on subsequently-learned information that: (1) if true, would render the Proposer's Design-Build Proposal, or any information provided as part of the Pre-Qualification process that is Phase 1 of the design-build competition to be untrue or misleading; or (2) constitutes new information materially affecting the scoring or ranking of the Proposer's Design-Build Proposal.

4.3 DESIGN-BUILD PROPOSAL EVALUATION FACTORS, RANKING AND SCORING METHODOLOGY

4.3.1. Evaluation Factors – Maximum Points. Each Design-Build Proposal will be evaluated on the basis of the total number of points scored in the County's evaluation of the Proposal out of a possible total of 1000 points as indicated below:

Evaluation Category: Points Weight

A. Price Factor:

1. PRICE (40%) 400

B. Non-Price Factors:

1. TECHNICAL DESIGN and CONSTRUCTION EXPERTISE (10%) 100

2. APPROACH TO DESIGN EXCELLENCE (10%) 100

3. APPROACH TO MEETING SCHEDULE GOALS (20%) 200

4. LIFE CYCLE COST OVER 15 YEARS (20%) 200

TOTAL OVERALL POINTS AVAILABLE 1000

4.3.2 Ranking Methodology

The ranking of the Design-Build Proposals from “most advantageous” to “least advantageous” will be based on the point totals (the highest point total being the “most advantageous and lowest point total being the “least advantageous”) using the following available point distribution described above.

4.3.3 Scoring of Price Factor

Price scoring will be based on the design fee proposal, pre-construction costs, general conditions including field staff costs, and the overhead and profit percentage applied to the target construction budget. The total sum of these costs will be used for evaluation of the proposals. The lowest total cost calculated from Attachment 3A, Exhibit A1, will receive the full points available for price. Other price proposals will receive a percentage of the points available based on the value of their price in Attachment 3A, Exhibit A1 relative to that of the lowest proposed price proposal. For example, if Proposer A’s total in Attachment 3A, Exhibit A1 is \$18,000,000 and Proposer B’s total is \$19,000,000, then Proposer A would receive 400 points and Proposer B would receive 379 points $\{(\$18,000,000/\$19,000,000)*400 \text{ points}\}$.

4.3.4 Scoring of Non-Price Factors

Scoring of all Non-Price Factors will be based on the gross scores received from the evaluation of the Proposer’s information provided for each of the Factors listed in Paragraph 4.3.1, above.

4.3.4.1 Technical Design and Construction Expertise

The material previously provided by the shortlisted Design-Build Entity proposers as part of the response to the Request for Qualifications will be used for scoring this section. This includes:

- The description of the Design-Build team’s (GC and AE) past experience on government building projects.
- The description of the Design-Build team’s (GC and AE) present contracts on government building projects.
- The Design-Build team’s (GC and AE) past Design-Build or other integrated or collaborative project delivery experience including a description of the projects, what members of the team worked on the project together and project owner reference contact information.
- The General Contractor’s Government Office Building Experience:
 - List and describe the experience of primary team members on similar multi-story office building construction projects including location, size, cost and year of completion.
 - Describe how this experience is similar in size and complexity to the proposed project.
 - Provide reference contact information for the owner.
- The Architect’s Government Office Building Experience:
 - List and describe the experience of the architect and the primary team members on similar multi-story government office building construction projects including location, size, cost and year of completion.
 - Describe how this experience is similar in size and complexity to the proposed project.
 - Provide reference contact information for the owner.
- Prior Project Experience:
 - Describe previous experience, if any, of members of the proposed Design-Build team working together on projects.

- Provide a matrix indicating team members and projects.

In addition to the information that was previously provided in the Statement of Qualifications package, information provided for additional team members and their respective office building experience will be evaluated including the:

- Structural engineer
- Civil engineer
- Mechanical/plumbing engineer(s)
- Mechanical/plumbing contractor(s)
- Electrical engineer
- Electrical contractor
- Structural system contractor
- IT cabling contractor

Additional sub-factors for scoring, based on the information provided in the Design-Build Proposal, include:

1. Preconstruction Approach
2. Project Approach
 - a. Collaborative Teaming Experience
 - b. BIM Utilization Approach & Experience
 - c. Production Planning and Scheduling Experience and Approach for Fast-Track Projects with Short Duration Construction Seasons

4.3.4.2 Design Excellence

Proposals will be evaluated for design approaches that deliver a functional and professional building. Durable materials that extend the life cycle of the building are desired. Approaches to design of a building that meets the requirements of a harsh, high altitude climate will be scored more favorably. Design packaging, including pre-fabrication opportunities, that allows for taking advantage of the short construction season will score more highly.

4.3.4.3 Approach to Meeting Schedule Goals

Approaches that clearly identify a path and strategies to achieve a project completion by October 1, 2019 will be scored more favorably.

4.3.4.4 Life Cycle Costs Over 15 Years

The evaluation committee will consider the approach to designing major systems relative to “Life Cycle Costs” (the method that will be employed to design the project in a manner considering its first cost, estimated life, annual maintenance cost, operation cost and projected replacement time) for each of the following sub-factors, obtained from the information provided in the Design-Build Proposal:

1. HVAC
2. Lighting
3. Target energy usage intensity goals and strategies to achieve these.

4. Energy consumption for the projected life of the Project (30 years).
5. Approach to selecting materials and finishes using a total cost of ownership decision making.

ARTICLE V – PROJECT COST INFORMATION

5.1 DESIGN-BUILD PROJECT BUDGET

The Design-Build Budget for the design and construction of the project is established at Twenty-One Million Three Hundred Thousand Dollars (\$20,500,000). This all-inclusive amount includes but is not limited to all costs of the complete design, engineering, construction, subcontract work, supervision, management, general conditions, contractor's quality control, overhead, bonds, insurance, compliance with all applicable codes and agency requirements, profit, allowances, Design-Build Entity's contingencies (for items that are the responsibility of the Design-Build Entity), and any and all items required for the completion of the project per the Contract Documents, excepting therefrom only costs for items specifically identified as not a part of the Design-Build Budget in Article VIII.

ARTICLE VI - TERMS AND CONDITIONS

6.1 PROPOSER REPRESENTATIONS

Each Proposer makes the following representations relative to its submission of its Design-Build Proposal:

6.1.1 Compliance with RFP Documents. Proposer represents that its Design-Build Proposal is made in compliance with the RFP Documents.

6.1.2 Attendance at Pre-Submittal Conference. Proposer represents that it attended the mandatory Pre-Submittal Conference.

6.1.3 Due Authorization. Proposer represents that the signer(s) of the Proposer's Design-Build Proposal and any other documents submitted to the County on behalf of the Proposer that are signed by Proposer is/are authorized to do so on behalf of the Proposer and that any Proposer, and any Design-Build Entity Member authorized to sign and signing on behalf of the Proposer, that is a corporation is duly incorporated under applicable laws and is authorized to do business in, and is in good standing under, the laws of the State of California.

6.1.4 Review of Site and Site Information. Proposer represents that it and each proposed member of its Design-Build Team have carefully and thoroughly inspected: (1) the Site and its surroundings, existing improvements and their existing uses, routes of ingress and egress, and local conditions in the vicinity of the site (including, without limitation, sources and availability of labor, materials and equipment); (2) Proximity of adjacent structures, existing improvements and necessary ingress and egress routes; (3) the status of any construction at (and around) the site at the time of submission of the Design-Build Proposal; (4) all Documents attached hereto and provided via addenda; and (5) all other reports, surveys, test data, as-built drawings and other information concerning visible and concealed conditions (including, without limitation, locations and capacities of utility sources and locations of utility lines) above and below the surface of the ground or in Existing Improvements that (a) Proposer is informed are available to the Proposer for review or (b) are disclosed by public records, in order to fully acquaint itself with all of the conditions, restrictions, obstructions, difficulties and other matters which might affect the Proposer's ability to complete the design and construction of the Work in accordance with the requirements of the RFP Documents and its Design-Build Proposal.

6.1.5 Design-Build Contract. Proposer represents that it has carefully reviewed the terms and conditions of the Design-Build Contract and General Conditions attached hereto as included in this RFP or as amended via addenda and that the terms and conditions thereof are satisfactory to Proposer and represent in the opinion of the Proposer a fair and reasonable allocation and sharing of risks and responsibilities as between the County and the Design-Build Entity.

6.2 EXECUTION OF DESIGN-BUILD CONTRACT

6.2.1 Design-Build Contract. A copy of the proposed Design-Build Contract and General Conditions that the County contemplates issuing to the successful Proposer is attached hereto as included in this RFP. If the County issues its Notice of Intent to Award prior to expiration of the period of irrevocability of the Design-Build Proposal as set forth in Section 3.1, above, then the Proposer shall within such period of irrevocability execute the Design-Build Contract and General Conditions without any exception or change, other than changes set forth in a RFP Addendum issued by the County. The Design-Build Contract shall not be binding upon the County until it has been approved by its Board of Supervisors and executed by the County.

6.2.2 Changes by the County. The County reserves the right, exercised in its sole discretion, prior to Award, to unilaterally change, by addition, modification or deletion, any of the terms of the Design-Build Contract or General Conditions by issuance of an RFP Addendum setting forth the substance of such change.

6.2.3 No Exceptions or Qualifications. Design-Build Proposals shall not contain, nor be conditioned upon acceptance of, any exceptions, changes or additions to the terms and conditions of the Design-Build Contract or General Conditions, other than changes that have been approved and ordered by the County by means of a previously issued RFP Addendum. Statements contained in a Design-Build Proposal to the effect that a price is based on certain “assumptions” that are not part of the specific requirements of the RFP Documents shall be deemed to constitute an impermissible qualification in violation of the requirements of this Paragraph 6.2.3.

6.3 SPECIAL PERFORMANCE REQUIREMENTS

6.3.1 Bonding, Insurance. Without limitation to the other requirements of the RFP Documents, the successful Proposer to whom Notice of Intent to Award is issued shall possess and be required to submit evidence of: (1) sufficient bonding in the form of a Performance Bond and Payment Bond in the full amount of the Contract Sum less the Design and Pre-Construction Services Fee and utilizing bond forms that comply with the forms included in this RFP; and (2) evidence of insurance as required in the Evidence of Insurance included in this RFP, including, without limitation, evidence of (a) errors and omissions insurance coverage sufficient to cover all design, architectural and other professional services required by the Design-Build Contract or General Conditions, and (b) other insurance coverages required to be provided by the Design-Build Entity under the terms of the RFP Documents. The foregoing bonds and insurance shall be provided in accordance with the requirements of the Design-Build Contract and General Conditions and the costs thereof shall be deemed included in any Base Price that Proposer submits. Both the Performance Bond and Payment Bond shall be issued by an Admitted Surety as defined by California Code of Civil Procedure, Chapter 2, Bonds and Undertaking Section 995.120(a). The Surety on the Performance Bond shall have an A.M. Best's Insurance Rating of not less than A:VIII. The successful Proposer shall require the attorney-in-fact who executes the required Performance Bonds and Payment Bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

In addition, upon project completion the Design-Builder shall provide a Warranty Bond in an amount equal to 10% of the direct cost of construction for a one year period.

6.3.2 Labor Compliance. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be **listed on a bid proposal or awarded** a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]

6.3.3 Storm Water Compliance. The Proposer who receives the Award of the Design-Build Contract shall, without respect to site acreage disturbed, prepare the Storm Water Management Plans and Storm Water Pollution Prevention Plans, procure and file the Storm Water Permits and take all necessary steps to monitor, report, enforce and otherwise implement and comply with all applicable storm water mitigation requirements, such as the Storm Water Management Plans (SWMP) and Storm Water Pollution Prevention Plans (SWPPP), the requirements of the Storm Water Permit, the requirements to assist the County with filing the Notice of Intent (NOI), annual reports and the Notice of Termination (NOT), and all Applicable Laws pertaining to the elimination or mitigation of storm water pollutant discharge to separate storm sewer systems or other watercourses, including without limitation, applicable requirements of the State Water Resources Control Board, Regional Water Quality Control Board, requirements by the Town of Mammoth

Lakes and municipal storm water management programs. Proposer shall include all costs thereof in the Base Price that it proposes.

6.3.4 Subcontracting. In accordance with Public Contract Code section 22166, all subcontracts that were not listed by the design-build entity shall be awarded according to a process that provides for public notice of the availability of work to be subcontracted, a fixed date and time on which the subcontracted work will be awarded, and shall be afforded the protections contained in Chapter 4, (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code.

An “Open Book” procurement of subcontracts shall be accomplished in collaboration with the County during the design process and culminating after approval of the Design-Build Entity’s plans and specifications for the Project. The Design-Build Entity has the discretion to procure each individual Subcontractor based on: a) a “Best Value” method, b) a two-step Pre-qualification and Bid method, or c) another method approved by the County that considers qualifications of subcontractors and price as scoring factors.

6.3.5 Immigration Reform and Control Act. Proposer represents that it, and each member of its proposed Design-Build Team, is, and at all times during the performance of the Work shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well any similar provisions of applicable laws setting forth proscriptions or penalties relating to the employment or hiring of undocumented aliens in connection with the hiring of its employees, and that Proposer has included in its Design-Build Proposal all costs of compliance therewith.

6.3.6 Licensing. Except as otherwise permitted by this Section 6.3.6, each Proposer must possess at the time of submission of its Design-Build Proposal and at all times during the Request for Proposal process an active Class B (general contracting) contractor’s license issued by the California Contractors State Licensing Board that is in good standing. If the Proposer is a Design-Build Entity that is a joint venture consisting of two or more individuals, firms, partnerships, corporations, associations or other organizations in which at least one of such joint venture members holds an active Class B (general contracting) contractor’s license issued by the California Contractors State Licensing Board that is in good standing, then such Proposer shall be entitled, notwithstanding the absence of a separate joint venture license, to be considered for award of the Design-Build Contract; provided, however, that any such Proposer that is selected to receive the award of the Design-Build Contract must possess, at all times during the Request for Proposal and at the time of award of the Design-Build Contract, a separate joint venture Class B (general contracting) contractor’s license issued by the California Contractors State Licensing Board that is in good standing. In addition to the licensing requirements set forth in this Section applicable to Proposers, all members of the Design-Build Entity’s proposed Design-Build Team shall possess, at the time of submission by the Proposer of its Design-Build Proposal and at all times during the Request for Proposal process, all licenses required by Applicable Laws to be issued for the contracting and performance of the particular professional service and/or trade work with respect to which pre-qualification of such person or entity was required by the Pre-Qualification Documents.

6.4 AWARD SUBMITTALS

6.4.1 Basis of Award. Following the ranking of the Design-Build Proposers by the Evaluation Committee, the County will then have the option of issuing a Notice of Intent to Award; (1) to the Proposer ranked “most advantageous” after the RFP response review and ranking process; or (2) rejecting all Design-Build Proposals, or (3) negotiating with the highest ranked Proposer and, if agreement of contract terms and conditions cannot be consummated with the highest ranked Proposer, then negotiations will commence with second and then third highest ranked Proposer and so on until an agreement is reached.

6.4.2 Notice of Intent to Award. In accordance with the RFP Schedule, the County will issue a Notice of Intent to Award identifying the name of the Proposer to whom the County intends to Award the Design-Build Contract. Such notice will be provided to all Proposers submitting a Design-Build Proposal. The County may, in its sole and exclusive discretion, elect to shorten or extend the time for issuance of its Notice of Intent to Award.

6.4.3 Cancellation. The County reserves the right, exercised in its sole and absolute discretion, to cancel Award of the Design-Build Contract and/or to retract any Notice of Intent to Award at any time before the Design-Build Contract is executed by both the County and the Proposer to whom the Notice of Intent to Award is issued by the County.

6.4.4 Award. Award may be made unconditionally or subject to a Proposer's acceptance of certain stated conditions.

6.5 PROTESTS

6.5.1 Timing of Protest. Proposers who wish to lodge a protest as to the award of the contract must do so before 4:30 p.m. of the third (3rd) business day following the day they are informed of the Notice of Intent to Award the Contract.

6.5.2 Location for Submitting Protests. Protests of award must be received before the bid protest deadline at:

**Tony Dublino, Assistant CAO
Mono County Administrative Office
PO Box 696
74 North School Street
Bridgeport, CA 93517**

Delivery may be by mail or hand delivery to this address or by email to tdublino@mono.ca.gov. Failure to timely file a written protest shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

6.5.3 Format of Protest. Protests must be submitted in writing and include the following:

1. the name of the person or entity making the Protest,
2. the name of the project,
3. a complete statement of all legal and factual grounds for the Protest,
4. any documentation supporting the Protestor's grounds for the Protest, and
5. the form of relief requested and the legal basis for such relief.

6.5.4 Timeline for County Response. The County shall respond to the Protesting party, stating its findings within 15 days. The Assistant CAO or his designee shall make a determination on the Protest. Such determination shall be final.

6.5.5 Protest Procedure. The Protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County of Mono, or any of its officers, agents, or employees related to or arising out of the award of a contract for the design-build of the project to a Proposer whose winning proposal could have been the subject of a Protest as outlined above.

6.5.6 County Options. After expiration of the Protest deadline, the County may, in its discretion:

1. Award a contract notwithstanding the filing of a Protest;
2. Refrain from awarding a contract pending resolution of any or all Protests; or

3. Otherwise proceed as it deems appropriate including, without limitation, rejecting all proposals received.

6.5 POST-AWARD SUBMITTALS

6.5.1. Post-Award Submittals. The Proposer to whom Notice of Intent to Award is issued by the County shall, within such periods of time as are set forth below, after receipt of Notice of Intent to Award, complete and furnish to the County the following Post-Award Submittals using the forms provided in the RFP Documents and, where required, duly signed and executed by the Proposer. Such signature(s) shall, unless otherwise stated in such form, comply with the same requirements applicable to signature(s) required for initial submission of Design-Build Proposals:

1. Within fourteen (14) Days after the receipt of Notice of Intent to Award, the Proposer shall furnish to the County the following documents duly executed by Proposer (where execution by the Proposer is called for by the document):

- a. Proposer's Federal Tax Identification Number in the form of a W-9

- b. Worker's Compensation Certificate

- c. Agreement and General Conditions for the Design-Build Contract, in the form included in this RFP and as modified by Addenda, duly executed by the said Proposer in accordance with its Letter of Organization.

- d. Letter of Organization

2. Within ten (10) days of Project Approval by the Board of Supervisors, the Design-Build Entity shall furnish to the County the following documents duly executed by the Design-Build Entity (where execution by the Design-Build Entity is called for by the document):

- a. Performance Bond (issued by Surety) on the form included in Section 17

- b. Payment Bond (issued by Surety) on the form included in Section 17

- c. All required insurance certifications

6.5.2 Letter of Organization. The successful Proposer is required, at the time of submitting the Design-Build Contract executed by said Proposer, to furnish a Letter of Organization of setting forth those persons authorized to sign legal documents on behalf of the Proposer. If the person(s) authorized to sign are signing on behalf of a corporation, the Letter of Organization shall set forth as to such corporation either: (1) the names, titles and signatures of two persons authorized to sign, one from among the chairperson of the board of directors, president or vice president, and one from among the secretary, chief financial officer or assistant treasurer; or (2) in lieu of one of the two signers required by Clause (1) of this Paragraph 6.5.2, the name, title and signature of another authorized corporate officer or agent who is authorized by corporate resolution to sign on behalf of the corporation, along with a copy of such resolution.

6.5.3 Failure to Submit. Failure of the successful Proposer to submit the Post-Award Submittals in accordance with this Section, within the time periods specified therein, shall: (1) if the Design-Build Contract is not executed be deemed to be a failure or refusal to execute the Design-Build Contract; or (2) if the Design-Build Contract is executed, constitute a material breach of the Design-Build Contract.

6.5.4 Change to Dates. The County reserves the right, in its sole and absolute discretion, to modify the dates for submission of Post-Award Submittals at any time or for any reason, either before or after Award. Any such changes that are made prior to issuance of the Notice of Intent to Award shall be by RFP Addendum.

6.6 RULES FOR INTERVIEWS AND NEGOTIATIONS

6.6.1. Rules for Interviews

1. If the County elects to conduct Interviews, the Proposer shall be represented by a person or persons who is/are familiar with all aspects of the Proposer's Design-Build Proposal. At the minimum, specific roles represented are to include: the General Contractor Executive, General Contractor Project Manager, General Contractor Superintendent, the design Architect and the Architect that is in charge of production. At least one person acting on behalf of the Proposer shall have the power to speak with authority on behalf of the Proposer in regard to the Design-Build Proposal without requiring further authorization of persons not present in the Interviews. No firm shall be represented and no person shall be present in the Interviews that are not directly interested and involved in the outcome of the RFP process; observers will not be permitted.

2. The date, time and place for Interviews, if conducted, shall be scheduled by the County and notice thereof given to each Proposer.

3. The length of Interviews may be dictated by the subject matters discussed, but shall not be more than 1-1/2 hours in length.

4. There shall be no disclosure to competing Proposers during Interviews of prices or pricing information or of technical information that is, and is appropriately marked as constituting, "Proprietary Information" as defined in and required by the Instructions to Proposers.

5. The County shall have the right to disclose and discuss with any or all Proposers technical information contained in a Proposal that does not constitute "Proprietary Information" as defined in the Instructions to Proposers.

6. Proposers shall be accorded fair and equal treatment; provided, however, that this requirement shall not be interpreted as requiring that the communications that occur during Interviews be limited to identical subject matters for all Proposers with whom Interviews are conducted.

7. Communications during Interviews will not include exchanges, in the nature of "bargaining," but may include informing the Proposer that its price is considered too high, or too low, or that its technical approach is viewed as too elaborate, inefficient or otherwise disadvantageous, and may include revealing the results of any analysis used to support these conclusions.

8. Nothing stated in these rules for Interviews shall be interpreted as limiting or precluding the County's right to conduct Negotiations.

6.6.2. Rules for Conduct of Negotiations

1. At the Negotiations, the Proposer shall be represented by a person or persons who is/are familiar with all aspects of the Proposer's Design-Build Proposal. At least one person acting on behalf of the Proposer shall have the power to speak with authority on behalf of the Proposer in regard to the Design-Build Proposal and to contractually bind the Proposer, without requiring further authorization of persons not present. No firm shall be represented and no person shall be present that is not directly interested and involved in the outcome of the RFP process; observers will not be permitted. If both Negotiations and

Limited Negotiations are conducted, the person or persons having authority to contractually bind the Proposer shall be the same person or persons acting on behalf of the Proposer.

2. The date, time and place for Negotiations shall be scheduled by the County. Notice thereof shall be given separately to the Proposer or Proposers selected to engage in Negotiations.

3. The length of Negotiations shall be dictated by the subject matters discussed. Such time may be devoted as the RFP Evaluation Committee determines is appropriate and necessary. Negotiations may be held, at the discretion of the County, in one or multiple rounds.

4. There shall be no disclosure to competing Proposers during Negotiations of prices or pricing information contained in competing Design-Build Proposals or of technical information that is, and that is appropriate marked as, "Proprietary Information" as defined in and required by the Instructions to Proposers.

5. The County shall have the right to disclose and discuss with any or all Proposers technical information contained in a Proposal that is not "Proprietary Information" as defined in the Instruction to Proposers.

6. Negotiations may in a fair and impartial manner include "bargaining", which includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, and contract terms.

ARTICLE VII - INSURANCE AND BONDING

7.1 PAYMENT AND PERFORMANCE BONDS, INSURANCE

Proposer which is selected for Award of the Design-Build Contract, shall possess and be required to submit evidence of: (1) sufficient bonding to cover the full contract price for non-design services utilizing bond forms included in the RFP Documents (2) professional liability insurance coverage sufficient to cover all engineering design and architectural services required by the Design-Build Contract; and (3) all other insurance coverage required to be provided by the Design-Build Entity, from an acceptable insurer, under the terms of the Design-Build Agreement and General Conditions, including but not limited to:

Description	Per Occurrence	Aggregate
<ul style="list-style-type: none"> • Public Liability Insurance for General Contractor injuries including accidental death, to any one person in an amount not less than <ul style="list-style-type: none"> ○ Sub-consultants and Subcontractors of every tier 	\$2,000,000	\$10,000,000
<ul style="list-style-type: none"> • Property Damage Insurance in an amount not less than <ul style="list-style-type: none"> ○ Subcontractors of every tier 	\$2,000,000	\$4,000,000
<ul style="list-style-type: none"> • Pollution Liability Insurance 	\$1,000,000	\$2,000,000
<ul style="list-style-type: none"> • Excess Liability Insurance (Contractor Only) 	\$2,000,000	\$4,000,000
<ul style="list-style-type: none"> • Architect Professional Liability <ul style="list-style-type: none"> ○ Sub-consultant Professional Liability 	\$2,000,000	\$5,000,000
<ul style="list-style-type: none"> • Automotive and Truck where operated 	\$1,000,000	\$2,000,000
<ul style="list-style-type: none"> • Material Hoist where used 	\$2,000,000	\$4,000,000

- Builders Risk Insurance
- Worker’s Compensation and other insurance as required by law and customary for similar construction project

ARTICLE VIII – OWNER-PROVIDED ITEMS AND FF&E

8.1 OWNER-PROVIDED ITEMS

The County will procure all Furniture, Fixtures and Equipment (FF&E) required for the operation of the facility. FF&E is described as any item NOT ATTACHED to the structures or grounds as would normally be interpreted by County. Design Build Entity will be responsible for all items that are attached to the structures or grounds by any means, including, but not limited to: overhead projector - structural attachment; projection screens; storage shelving; bike racks; trash receptacles; trash compactors; and other similar items.

The Design-Build Entity shall facilitate the coordination of the purchase, delivery and storage of the FF&E by providing the following services: 1) interview the building users and County staff to determine their individual FF&E requirements; 2) design the interior spaces to adequately house and serve the FF&E items; and 3) develop furniture and equipment layouts for each space in accordance with County requirements.

8.2 OTHER COSTS BORNE BY THE COUNTY

- Utility company/agency connection fees;
- Furniture, Fixtures and Equipment to be supplied by the County;
- Unforeseen or differing site conditions;
- Possible agency requirements not known at the time of contract award;
- Acts of God not including compensation for delay; and
- County scope changes

ADDENDUM #1

MARCH 14, 2018

County of Mono Request for Proposals From Design-Build Entities for the Design-Build of Civic Center Building in Mammoth Lakes, CA

- This Addendum forms a part of the Contract Documents and modifies the original Contract Documents.
- Receipt of this Addendum must be specifically acknowledged in the Design-Build Proposal.
- Failure to acknowledge may subject Proposer to disqualification.

Additional Materials:

The following two documents have been provided through email, and uploaded to the County's website (<https://www.monocounty.ca.gov/facilities/page/civic-center-building-request-proposals>):

- Attachment 2A - Geotechnical Reports from Adjacent Projects
- Property Use Agreement with the Town of Mammoth Lakes

Issues and Corrections:

I1: RFP Paragraph 2.3.1 indicates Design-Build Proposals are due March 30, 2018. Paragraph 2.4.1 Indicates "Proposal Deadline: 2:00 P.M., March 23, 2018."

C1: The timelines in paragraph 2.3.1 govern – the deadline is March 30, 2018.

I2: Design-Build Contract Paragraph 3.4.2 "... liquidated damages the amount of One Thousand Five Hundred Dollars (\$1000) per day."

C2: One Thousand Dollars \$1000 per day.

I3: Design-Build Contract Paragraph 4.1.1 "...completion of the Construction Document Phase and upon DSA approval."

C3: DSA will not be involved in the project. That reference was in error.

I4: General Conditions of the Design-Build Contract Para 1.1.73, 1.1.74 both reference DSA.

C4: DSA will not be involved in the project. That reference was in error.

I5: General Conditions of the Design-Build Contract Para 1.1.94 references County of Orange.

C5: Should be County of Mono. That reference was in error.

I6: General Conditions of the Design-Build Contract Para 1.1.103 references DSA to be Inspector of Record.

C7: DSA will not be involved in the project. That reference was in error.

I8: RFP Paragraph 5.1 – Written value and numeric value are different.

C8: \$20,500,000 is the correct project budget.

Questions and Answers:

Q1: If the DBE can demonstrate schedule or budget savings, is it permissible to deviate from the massing or adjacencies defined in the Criteria Documents?

A1: Yes. Any resulting exterior design must comply with the Town of Mammoth Lakes Design Standards. Interior adjacencies may be altered, but were developed through a lengthy space programming and stacking exercise and represent an efficient and practical operational arrangement. The County may reject adjacencies that fail to meet operational efficiency and customer service standards.

Q2: Please clarify if the exterior elevations contained within the Criteria Documents are intended to be used as the design intent for this project, or indicate the general direction of design to be further developed by the DBE?

A2: The County accepted the general design direction of the HMC plan – maximum south facing roof, minimal north facing roof, open story with ample south facing windows and reduced north facing windows. This design provides a certain level of energy efficiency in our climate, as well as providing a sensible approach to snow shedding and snow removal. Alterations will be considered, but must adequately address local energy efficiency and climactic considerations.

Q3: RFP Paragraph 3.1.1 Indicates that Construction Administration for the design team should not be included in the design fee and will be a part of the construction GMP. Attachment 3A, Exhibit A2 indicates that it should be in the design fee? Please clarify.

A3: Please include the design construction administration services as part of the design fee per Attachment 3A, Exhibit A2.

Q4: RFP Paragraph 6.3.1 / 6.5.1 – When is the actual Payment and Performance Bond due (not the evidence of bonding capacity but the actual Bond)?

A4: Actual performance and payment bonds will be required upon approval of construction GMP(s).

Q4.1: If Payment and Performance Bond are Due upon Award of the Contract, should it be included in the Preconstruction Services Fee?

A4.1: Preconstruction services fee and design fees (with exception of design construction administration) can be excluded from the Performance and Payment bonds.

Q4.2: If it is due upon approval of the construction GMP – is it considered as part of the General Conditions or part of Direct Construction Cost?

A4.2: Bond costs should be included as part of the General Conditions Costs in Attachment 3a, Exhibit A1. Please identify and list separately, or note as included in “All Other General Conditions Costs.”

Q5: RFP Paragraph 7.1 – Is the cost of insurance to be carried within: the Design / Build entity’s Overhead and Profit? Part of General Conditions?

A5: Insurance costs should be included as part of the General Conditions Costs in Attachment 3a, Exhibit A1. Please identify and list separately, or note as included in “All Other General Conditions Costs.”

Q6: RFP Paragraph 8.2: Please confirm that in addition to the “Utility Company / Agency Connection Fees” that the application, design, construction and inspection fees required by the Utility Companies / Agencies would also be the responsibility of Mono County throughout the project.

A6: Only the fees (i.e., permit, inspection and connection) associated with necessary utility relocation and improvements will be the responsibility of the County. The application, design, and construction of said improvements should be considered a Direct Cost of the Work, as shown in Attachment 3A, Exhibit A1.

Q7: Can the building footprint and/or location be altered to reduce or eliminate the need for utility relocation?

A7: Yes. The proposed location and footprint were the result of several considerations, including the location of parking to the preferred (southern side) points of entry to the building, the climactic consideration of parking on southern side versus northern side of a

building, and the general traffic flow through the site. Nonetheless, alterations to the location and/or footprint of the building that would reduce or eliminate utility relocation will be considered and balanced with the above factors. Such proposals must be submitted for review within 2 weeks of contract issuance, and confirmed/accepted no later than 30 days after contract issuance.

Q8: Can there be 2 separate GMP phases to this project? One that reflects the GMP for site work and foundation, and another that reflects the building?

A8: Yes. The RFP is revised to establish 2 separate GMP phases, as follows:

1. A GMP and Notice to Proceed will be issued for the sitework and foundation.

2. A second GMP and Notice to Proceed will be issued for all remaining work

Q9: The "County-Town Agreement" that was issued on 3-8-18 after the job walk appears to be a "Property Use Agreement" (not the actual MOU) This document references a separate MOU from 2007. Does the 2007 MOU include any additional information that the Design Build Proposers need to know about?

A9: The Agreement forwarded via email on 3-8-18 is in fact the "MOU" document that was referenced in the job walk. The 2007 MOU referenced in that Agreement is far more generic in nature, and is not expected to be of any consequence to the project.

END OF ADDENDUM #1

ADDENDUM #2 MARCH 22, 2018

County of Mono Request for Proposals From Design-Build Entities for the Design-Build of Civic Center Building in Mammoth Lakes, CA

- This Addendum forms a part of the Contract Documents and modifies the original Contract Documents.
- Receipt of this Addendum must be specifically acknowledged in the Design-Build Proposal.
- Failure to acknowledge may subject Proposer to disqualification.

Additional Materials:

No additional documents are part of Addendum #2

Issues and Corrections:

No issue or corrections are part of Addendum #2

Questions and Answers:

Q1: 3.2.3 Item #5 “Proposal Form and Agreement”. Please confirm that the “Proposal Form” is Attachment 3A and the “Agreement” is Attachment 1A and that you are requiring our signature on the Design / Build Agreement provided as Attachment 1A?

A1: The Proposal Form is Attachment 3A. The successful proposer will be required to execute Attachment 1, the Design-Build Agreement. Attachment 1A contains the General Conditions for the Design-Build Agreement.

Q2: Item 3.3.3. Non-Price Factors, 1. Technical Design and Construction Expertise – It is requested that we list our team experience, similar projects, and other projects under this section; but under Item 4.3.1. Evaluation Factors, Subsection 4.3.4.1 Technical Design and Construction Expertise it states that this part of the response is scored from our previously submitted Qualifications package. Do we need to resubmit this information under this section? Also, is it possible to receive our itemized scoring from our qualifications package for this section as well as the scores of our competition?

A2: The County intends to use the material previously provided in the RFQ response to score this section. The score from the RFQ process, however, will not be used. The Evaluation Committee may not have the same members. There is additional information being requested in Section 3.3.3.1 that was not required by the RFQ that needs to be provided as part of the

RFP response. See Section 4.3.4.1 for how this will be scored. To the extent a Proposer deems additional information beneficial or necessary, they may include any additional information on Firm Experience, Team Member Experience, or References.

Q3: 3.4.7 Daily Rate for compensable delay – daily rate for delay is stated as \$100/day. Item 4 on Attachment 3A Exhibit A1 asks for amount to be stated as part of the proposal. Please confirm daily rate for delay will be as provided in the proposal in Item 4 on Attachment 3A Exhibit A1.

A3: The \$100/day shown in the Design-Build Agreement section 3.4.7 is a placeholder. Proposers shall include a daily rate for compensable delay in Item 4, Attachment 3A, Exhibit A1. The County expects the figure for compensable delay may be a point of negotiation with the successful Proposer prior to Contract Award.

Q4: RFP 6.1.4 – Review of Site and Site Information – “Proposer represents that it and each proposed member of its design-build team have carefully and thoroughly inspected ...below the surface of the ground.” Please confirm that below surface of the ground investigation is not required at this time.

A4: This section “(5) all other reports, surveys, test data, as-built drawings and other information concerning visible and concealed conditions (including, without limitation, locations and capacities of utility sources and locations of utility lines) above and below the surface of the ground or in Existing Improvements” relates to information provided as part of this RFP or that is publicly available. It does not imply nor require that subsurface investigation be completed as part of the response to this RFP.

Q5: Contract 2.2.5 – Standard of Performance - "apply its best and highest skill and attention to completing the work in an expeditious and economical manner, consistent with the expressed best interest of the County and within the limitations of the contract sum and contract time." - This is uninsurable. Please confirm that the language can be deleted.

A5: The County believes this to be a reasonable Standard of Performance that will remain in the Contract.

Q6: General Conditions 1.4 – Ownership & Use of Documents – Can the following changes be made to the General Conditions?

(Part 1) Add: "Mono County acknowledges and agrees that the data to be provided by the architect under the agreement may contain certain design details, features and concepts from the architect's best practices detail library, which collectively may form portions of the design for the project, but which separately are, and shall remain, the sole and exclusive property of the architect. Nothing herein shall be construed as limitation the architect's right-to-use such component design details, features and concepts on other projects, in other contexts or for other clients."

A6 (Part 1): The County finds this to be a reasonable request and will add Part 1 as suggested.

(Part 2) Add: "Mono County acknowledges the Architect's instruments of service, including electronic files. If Mono County ~~reuses or~~ makes any modification to the architect's instruments of service, the County agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the design builder and architect, and their directors, employees and consultants, against any damages, liabilities and costs, including reasonable attorney fees and defense costs, arising from or allegedly arising from or in any way connected with the ~~re-use or~~ modification of the architect's instruments of service by the County, or by any person or entity that lawfully acquires or obtains the architect's **modified** instruments of service."

A6 (Part 2): The County finds the suggestion to be reasonable. Part 2 will be added, as edited above, should the successful proposer require it.

Q7: GC 5.3 – Contractual Obligations – “Each contract that is entered into by a consultant shall without limitation require consultant: to perform work; to assume all obligations and responsibilities which D-B assumes.” Can the following modifications be made, so that the project may be insured?

5.3.2 - Revise: "to assume toward the design-builder the applicable obligations and responsibilities which design-builder assumes toward County by the contract documents."

5.3.4 - Add: "Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or the Design professional. Design Professional's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against the Design Professional because of this Agreement or the Design Professional's performance or nonperformance of services hereunder.

A7: Such a change will be accommodated, should the successful proposer require it.

Q8: Is the Road and Utility Easement, identified as Parcel A, intended to be abandoned? Its alignment appears to be in conflict with the proposed parking lot provided to us on the conceptual plan.

A8: It is not yet determined whether Parcel A will be abandoned, re-aligned, or otherwise. The development of parking within existing Parcel A has been included in various site plans, and is considered an acceptable approach for purposes of this Proposal. Any proposal must maintain a connection of Sierra Park Road with Thompson Way—although the proposed connection need not follow current alignment.

Q9: Do the existing water and sewer utilities have adequate capacity for connection of the office building water service and sanitary sewer laterals? Should the successful team anticipate having to perform a capacity analysis as a part of the work?

A9: The existing water and sewer utility lines do have adequate capacity for this facility. The successful team will not need to perform calculations on the main utility lines with the following exceptions:

Existing Water Lines: It can be assumed that the main water line has capacity to feed this building. Depending upon the final building footprint, the water line may have to be relocated. This water line is the main MCWD water line in this area, and any relocation

would need to be done in conformance with their requirements. Those requirements will include verifying maintaining through capacity.

Existing Sewer Line: The Sewer will need to be connected to the main sewer that is located at the entrance of Thompson Way just outside of highway 203 ROW. This line has the capacity needed for this new facility. Since the lateral will need to be put in Thompson Way for most of its length, MCWD will likely require that it be constructed as a Main Line, with appropriate Manholes so that it can be used for future connections. This new portion of main line will need to meet MCWD requirements for capacity.

The successful team will need to perform all capacity analysis required for internal building utilities, water and sewer laterals to the main lines, and for permit purposes with MCWD.

Additionally, any fire sprinkler analysis will need to be completed by the successful team as required by MCWD and MLFPD.

Q10: Design-Build Contract – Paragraph 3.3.1 Design – Please confirm the completion of design is to be 329 days.

A10: Agreement will be modified to delete days duration of design activity and state “All design must be complete and permitted by March 29, 2019.” In addition, it is expected that the design will be permitted incrementally to allow for early packages in the 2018 summer construction season as well as potential pre-fabrication opportunities.

Q11: Design-Build Contract – Paragraph 3.3.2 Construction – Please confirm the substantial completion will be 18 months from the date of Notice to Proceed.

A11: Agreement language will be changed to reflect “The project must be substantially completed by March 31, 2020.”

Q12: RFP – Paragraph 3.7.4 11 Month Walk-Through – Please confirm that the walk-through will be “(1) year and (11) months following the Final Completion”.

A12: This is confirmed.

Q13: Attachment 3B – General Conditions break down; Item 2 requires “Permits and Developer Fees” as a general condition line item for the Contractor. Other places in the RFP state that permits and fees are County costs. Please confirm the county will be paying permits and fees directly to the Utility /Agency and or the Authority having Jurisdiction, which include the Town and the County.

A13: Yes, the County will be paying all related permits and fees directly to the agencies having jurisdiction.

Q14: Attachment 3B – General Conditions break down; Item 3 requires that “Materials Testing, Inspections, and Soils Consultant” as a General condition line item for the Contractor.

Inspections were discussed at the pre-bid walk and it was stated the County/Town building inspector would be performing project inspections. Typically material testing, and soils testing

is a 3rd party hired by project owner on public works projects. Please confirm the intentions of Item 3 of the general conditions break down.

A14: The County will be performing project inspections only. Other testing will not be provided by the County, and should be considered a General Condition line item for the contractor.

Q15: Attachment 3B – General Conditions break down; Item 36 requires “COC Insurance (Builders Risk)” as a General condition line item for the Contractor. Per paragraph 3.3.1.2 item ii it states “Bonds and insurance: amount shall be negotiated at GMP based on actual project value. No Value should be added to the proposal form.” Please confirm insurance and Bonds will be handled at the GMP and will be based the actual project value.

A15: Confirmed. Builder’s risk will also be required at time of GMP. As with Bonds and insurance (noted in Addendum #1) will be included as part of the General Conditions Costs in Attachment 3a, Exhibit A1.

Q16: General Conditions; Coordination Paragraph 3.2

- BIM- Building information modeling is required. What L.O.D. (level of development) will be required? We typically see a level of development of 350 for projects similar to this.

A16: Collaboration using Building Information Modeling MAY be utilized as outlined in the General Conditions, or may be achieved through some other mutually agreed upon process. If BIM is used, the appropriate LOD shall be determined by the DBE.

Q17: General Conditions; There is a conflict in the language of the actual Payment and performance bond forms provided and the General conditions 11.8.1

- Bond form language states “...not less than (100%) of the total amount payable...”
- 11.8.1 states “ ...in the amount of one hundred percent (100%) of the difference of the contract sum less the Design Fee.”

A17: For the Performance Bond only, correct language is: “in the amount of one hundred percent (100%) of the difference of the contract sum less the design fee.”

Q18: General Conditions; There are duplicate coverages in the bonding requirements in terms of performance bond and a separate warranty bond

- GC’s paragraph 11.8.4: Performance Bond shall remain in effect to assure faithful performance of **warranty** obligations.
- GC’s Paragraph 11.8.6: Warranty Bond. Penal sum 10% of the direct cost of construction. Bond to be in effect throughout the Guarantee to Repair Period

Please confirm that the performance bond does not need to stay in effect after final completion of the project and only a warranty bond is required during the warranty period.

A18: Confirmed. Performance bond only needs to remain in effect until final completion of the project.

Q19: General Conditions; 3.11.9 Responsibility

ADDENDUM #2
MONO COUNTY RFP FOR DESIGN-BUILD OF CIVIC CENTER IN MAMMOTH LAKES

- This scheduling clause puts an onerous amount of responsibility on the design build entity for items than are out of the DBE's control. The Design Build Entity will not have direct contractual control over Public Utilities and Authorities having jurisdiction, conversely the contracts for work by these entities will typically be executed by the property owner, the County in this case. This limits our ability to enforce review and response times related to their work, and the actual work required to be performed. These Utilities and agencies will typically have "standard review & construction times" which we can use as a "reasonable" period of time to include in our design build construction schedule. We propose that third party review/approval/construction delays that are unreasonable based on the reasonable time included in the construction schedule will be considered for non-compensable delays and that no liquidated damages will be assigned. This is a compromise to protect the interests of both parties. Please confirm if this can amended?

A19: The County is not willing to change the current language in this section of the general conditions. Should an unforeseeable event occur that adversely impacts the schedule that is beyond the control of the Design-Build Entity and County, then the County is prepared to discuss schedule impacts and the mitigating circumstances.

Q20: Design Build Contract; Paragraph 3.5.3 makes reference to paragraph 3.4.6. this reference does not make sense. Please clarify.

A20: Proper reference is to Section 3.4.7.

Q21: General;

1. Is there a third party Construction Manager on the project? If so, who is the CM and in what capacity will they act?

A21: There is no third party CM. The county intends to manage the project with our own personnel.

Q22: Is project subject to SB693?

A22: Yes. The County does not have a project labor agreement in place and believes this project will be subject to the provisions of AB 693.

END OF ADDENDUM #2



**Civic Center Building
Design-Build Entity Proposal**

County of Mono
Administrative Office
74 North School Street
Bridgeport, CA 93517



Roebbelen

nacht&lewis

March 30, 2018



TABLE OF CONTENT

7	Technical Design & Construction Expertise	
	Firm Experience	7
	Firm and Team References	26
	Team Member Experience	27
47	Design Excellence	
53	Approach to Meeting Schedule Goals	
57	Life Cycle Costs	
59	Non-Collusion Declaration	
61	Site Investigation Reports	
67	Appendix	



March 30, 2018

Mr. Tony Dublino
Assistant CAO
Mono County Administrative Office
P.O. Box 696
74 North School Street
Bridgeport, CA 93517

Re: Proposal for Design-Build Services
Mono County Civic Center Building

Dear Mr. Dublino and Members of the Selection Committee:

We understand that completing this project on schedule is of the utmost importance to the County. That is why we have focused much of our attention on ensuring that we are able to meet your needs. You will see that we have researched multiple different avenues to complete your project within your proposed timeline. This would not be possible without the right design-build team.

We have assembled an experienced (and tested) design-build team for this important project based on the specific needs of the County. Our collective experience and capabilities are highlighted in this proposal and our experience in working together will add value to the County, just as it has for others. We are confident that our proven team will put together a design and cost solution for this project that will exceed the County's expectations. Our team includes Roebbelen, Nacht & Lewis, Blair Church & Flynn, Buehler & Buehler Structural Engineers, Capital Engineering, The Engineering Enterprise, Berg Electric, Div 15 Tech and Western Erectors. You will see on our relevant project matrix that members of this team have been involved together on almost 70 projects.

There are many variables inherent to the design and construction of a new facility. As experienced and trusted team members, Roebbelen and Nacht & Lewis are 100% committed to looking out for the County's best interests. This will result in maximizing value while minimizing cost in every decision...thus eliminating the variables. Utilizing the latest technology combined with "mastery of our trade," the project will be well thought out and properly planned before the first shovel hits the dirt.

We look forward to the opportunity to work with Mono County. Please do not hesitate to contact me with any questions or to schedule a follow-up interview.

Sincerely,

ROBERT J. KJOME
Executive Vice President
(916) 939-1149 | bobk@roebbelen.com



TECHNICAL DESIGN & CONSTRUCTION EXPERTISE

Firm Experience

Design-Build Team Experience

Below represents team experience between Roebbelen Contracting, Inc. and Nacht & Lewis. The following pages contain a complete matrix outlining our team members experience working together.

64-BED MENTAL HEALTH FACILITY

SALINAS VALLEY STATE PRISON

- 31,116 SF Housing & Treatment Building
- 5,617 SF Administration Building
- 64-Bed Inpatient Psychiatric Program and Medical Treatment Facility
- Construction Value: \$21 Million



CMF ENHANCED OUTPATIENT PROGRAM & OFFICES

CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION

- 44,000 SF Emergency Outpatient Facility
- New Building Addition at the maximum Security Prison
- LEED Silver
- 3-story concrete/precast building
- Construction Value: \$12.4 Million



VARIOUS PROJECTS

NATOMAS UNIFIED SCHOOL DISTRICT

- Multiple delivery methods including lease-leaseback and full preconstruction services
- Modernization and renovation of multiple school spaces including site and ADA upgrades
- Construction Value: \$7.3 Million



Project	Roebbelen	Nacht & Lewis	Blair, Church & Flynn	Buehler & Buehler	Capital Engineering	Engineering Enterprise	Berg Electric	Div 15 Tech	Western Erectors
64-Bed Mental Health Facility	X	X		X	X			X	
Amador County Jail SB 863 Expansion		X				X			
Antelope High School	X				X		X		
Berryessa Bart Station	X								X
Butte County Jail Evidence & Morgue Building		X				X			
Butte County Jail Facility Expansion		X				X			
Calaveras County Courthouse					X	X		X	
CalPERS LPE Regional Office Remodel		X				X			
CalPERS Tenant Improvement		X				X		X	
CalTrans Headquarters						X		X	
Capital Area East End Complex, Block 225						X		X	
CHP Mojave Replacement Project	X			X	X				
CMF Enhanced Outpatient Program and Treatment	X	X		X	X				
Colusa County Jail SB 863 Expansion		X				X			
Delano DMV Office		X	X						
DGS Central Plant						X		X	
E. Claire Raley Center for the Performing Arts						X		X	
Eskaton Carmichael Village	X			X					
Fairmont Elementary School	X				X				
Folsom Lake College Rancho Cordova Center	X			X					
Folsom Middle School Gymnasium	X			X					
Grass Valley Center for the Arts Expansion						X		X	
Health Plan of San Joaquin County						X		X	
Inderkum HS Balcony Guardrail Repair	X	X							
Inderkum HS Science Classroom Upgrades Project	X	X							
James Ranch Juvenile Detention	X								X
Jesuit High School Football Stadium/Bleachers	X								X
John E. Skinner Delta Fish Protective Facility	X								X
Kennedy High School Performing Arts Center	X				X				X
Kern County Superior Court Renovation		X				X		X	
Kings Beach ES School Addition and Modernization	X			X	X				
Kings County Courthouse	X			X					
La Clinica Monument Renovation	X							X	
LAVTA Bus and Fuel Wash Facility	X				X				
Los Banos Courthouse	X			X	X				
Mule Creek State Prison Infill Project				X			X		X
Natomas Gateways Middle School	X	X							
Natomas HS CTE & Science Classroom Remodel	X	X							
Natomas Library		X				X		X	
Natomas USD Fencing III Project	X	X							
Pac Bell Rohnert Park	X				X				

Project	Roebbelen	Nacht & Lewis	Blair, Church & Flynn	Buehler & Buehler	Capital Engineering	Engineering Enterprise	Berg Electric	Div 15 Tech	Western Erectors
PG&E 9th & 10th Floor Restack	X					X		X	
PG&E Angels Camp Service Center - Erosion Control	X		X						
PG&E Antioch Service Center	X		X						
PG&E Bakersfield TI/New Office Space	X		X						
PG&E Lemoore - Coalinga Service Center	X		X						
PG&E Merced Service Center	X		X						
PG&E Salinas Substation	X		X						
PG&E San Luis Obispo Service Center	X		X						
PG&E Santa Cruz	X		X						
PG&E Service Center Refresh Program	X		X						
PG&E SFGO Swing Space	X					X		X	
PG&E Substation Motorized Gates - Various Locations	X		X						
PG&E Templeton Service Center	X		X						
PG&E Trailer/Rack Program	X		X						
Phoenix Park						X		X	
Placer County Children's Shelter						X		X	
Portola Courthouse		X				X		X	
Precon Natomas USD Security	X	X							
Rideout Memorial Hospital New Patient Tower	X			X					
River City Food Bank	X				X				
Sacramento Children's Museum	X				X				
Sacramento Entertainment & Sports Center				X					X
Sacramento International Airport Temp. Fire Station		X				X			
Sacramento International Airport Expansion						X		X	
Sacramento Metropolitan Fire District PROPS	X			X					
Sacramento State University Hornet Bookstore	X			X					
San Juan High School Streetscape	X						X		
Scandia Elementary School Modernization	X								X
Shasta Juvenile Center	X							X	
SMUD Headquarters	X			X	X				X
Stanislaus County Courthouse					X	X		X	
Stanislaus County REACT Center	X						X	X	X
Stanton Correctional Facility	X								X
Sutter Amador Hospital	X						X		
Sutter Los Banos Pyxis	X	X					X		
Sutter Tracy Pyxis	X	X					X		
Tahoe Lake ES School Addition and Modernization	X			X	X				
T-Mobile West Sac MSC Expansion	X							X	
Trajan Elementary School Modernization		X				X			
Underground Construction Addition - Benicia				X					X

Similar Projects

Roebbelen Contracting, Inc.

GENERAL INSTRUCTION BUILDING VI

ARMY CORPS OF ENGINEERS

- 80,000 square foot, four-story building containing classrooms and staff and faculty offices
 - Construction Value: \$28 Million
 - Completion Date: October 2010
- Contact: Cathy Wise, Principal, US Army Corps
(916) 649-0133 | cathy.wise@usace.army.mil



GSA BUILD- TO-SUIT

DEFENSE MICROELECTRONICS AGENCY

- 33,000 square foot, 2-story tilt-up building to accommodate clean-room manufacturing and office space
 - Completed utilizing the design-build delivery method
 - Construction Value: \$12.5 Million
 - Completion Date: July 2013
- Contact: Larry Kelley, President, MP-8401, LLC
(916) 570-5301 | ldk@mcclellanpark.com



COURTHOUSE AND ADMINISTRATION BUILDING

COUNTY OF AMADOR

- 55,280 total square feet for the courthouse and multi-story administration building
 - Spaces include judicial chambers, offices, holding cells, etc.
 - Construction Value: \$22 Million
 - Completion Date: June 2007
- Contact: Jon Hopkins, Director, County of Amador
(209) 223-6375 | hopkins@co.amador.ca.us



PUBLIC UTILITY DISTRICT OFFICE

SOUTH LAKE TAHOE PUBLIC UTILITY DISTRICT

- 35,000 square foot multi-story building including offices, conference rooms and wastewater lab
 - Completed in remote area in snow country
 - Construction Value: \$10.8 Million
 - Completion Date: October 2006
- Contact: Shannon Cotulla, Manager, STPUD
(530) 544-6474 | scotulla@stpud.dst.ca.us



Nacht & Lewis, Inc.

PLUMAS-SIERRA COURTHOUSE

ADMINISTRATIVE OFFICE OF THE COURTS

Shared 7,312 sf. government building in the snow country of Plumas County similar to the possible connection of Mono County’s planned Government Office Building and the City of Mammoth’s building. In addition, the project’s design is contemporary while respecting the scale and context of its community.

Construction Value: \$4.75 Million
 Completion Date: 2009
 Contact: Leland Roberts, Judicial Council of CA
 (916) 643-8008



CENTRAL PLANT RENOVATION

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Contains similar scaled 78,5800 square foot government office space within the larger central plant building. The office space provides innovative and proven design to maximize comfort, daylighting and acoustical privacy. Comfort, daylighting and acoustical privacy are leading elements to staff happiness, productivity and retention.

Construction Value: \$181 Million
 Completion Date: 2010
 Contact: Joel Griffith, Project Director II, State of California
 (916) 376-1669 | joel.griffith@dgs.ca.gov



SACRAMENTO REGIONAL OFFICE - INVO EXPANSION

CALPERS

In 2004 CalPERS opened a massive 987,000 sf. regional office building in Sacramento. The INVO Expansion project converted nearly 10,000 sf. of open building shell space into new Class A office space for the Investments Division of CalPERS.

Construction Value: \$1.2 Million
 Completion Date: 2012
 Contact: Tracey Johnson, Managing Director, Colliers Int.
 (916) 63-3075 | tracey.johnson@colliers.com



NORTH NATOMAS PUBLIC LIBRARY

CITY OF SACRAMENTO

Shared resource between the community of Natomas, Natomas High School and the Los Rios Community College campus. When designing on a “joint-use” site, it is important to consider maintain the existing operations, security and safety while adding synergy with the new spaces.

Construction Value: \$7.5 Million
 Completion Date: 2010
 Contact: Jeff Blanton, Department of General Services
 (916) 808-8432



Blair, Church & Flynn

MADERA SUPERIOR COURTHOUSE

COUNTY OF MADERA

New 150,000 SF, 10-courtroom facility. Project responsibilities included site selection and infrastructure investigations, topographical and boundary surveying, on-site and off-site civil design, technical specifications and cost estimates.

Construction Value: \$66 Million

Completion Date: 2015

Contact: James Taubert, Director, Madera Redev. Agency
(559) 661-5110 | jtaubert@cityofmadera.org



FRESNO COUNTY JAIL EXPANSION WEST ANNEX JAIL

COUNTY OF FRESNO

This project includes 300 addition beds, 115,000 square feet of new space. We are responsible for all civil engineering, landscape architecture, traffic improvements, and the design of all water and wastewater infrastructure.

Construction Value: \$80 Million

Completion Date: 2019

Contact: Richard Wood, Architect, County of Fresno
(559) 660-4478 | rwood@co.fresno.ca.us



PG&E STOCKTON REGIONAL OFFICE

PACIFIC GAS & ELECTRIC COMPANY

Complete renovation of an existing 2-story, 140,000 SF structure. The building houses more than 400 employees and showcases the latest energy efficiency products, technologies and weatherization techniques for homes.

Construction Value: \$22 Million

Completion Date: 2016

Contact: Justin Karlin, Principal, CRESS PG&E
(415) 973-5409 | justin.karlin@pge.com



HANFORD PUBLIC SAFETY CENTER POLICE & FIRE

COLLEGE OF THE SEQUOIAS

One-story, 44,000 SF building with classrooms and labs for Police and Fire Academies, technologically advanced classrooms, education lab, science lab, library, health center and large multi-purpose room and administrative spaces.

Construction Value: \$21 Million

Completion Date: 2010

Contact: Byron Woods, Dean, College of the Sequoias
(559) 730-3908 | byronw@cos.edu



Buehler & Buehler Structural Engineers, Inc.

PUBLIC SAFETY BUILDING

CITY OF NAPA

New design-build, four-story building with approximately 130,000 square feet of space, including an 18,000- to 24,000-square-foot expansion space on the fourth floor.

Construction Value: \$75 Million

Completion Date: 2019

Contact: Tom Camden, Preconstruction Project Manager
(916) 830-8000 | tcamden@sundt.com



GOVERNMENT CENTER

COUNTY OF SOLANO

New design-build facility with 3 buildings: a 6-story, 300,000 s.f. administration center, a 45,000 s.f. probation building, and a 1,000 vehicle parking structure.

Construction Value: \$80 Million

Completion Date: 2004

Contact: Kanon Artiche, Assistant Director, Solano County
(707) 784-7900 | krartiche@solanocounty.com



JUSTICE CENTER

TULE RIVER TRIBE

New design-build, 45,000 s.f. facility. The new justice center includes two court rooms and program administration space.

Construction Value: \$16 Million

Completion Date: 2014

Contact: Jordan Knighton, JK Architecture + Engineering
(530) 888-0998 | jordan@jkaedesign.com



GOVERNMENT CENTER

COUNTY OF PLACER

New design-bid-build, two-story building with approximately 97,400 square feet of space. The new center houses five county departments.

Construction Value: \$22 Million

Completion Date: 1998

Contact: John Webre, President, Dreyfuss + Blackford
(916) 453-1231 | jwebre@db-arch.com



Capital Engineering, Inc.

64-BED ADDITION SALINAS VALLEY STATE PRISON

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

This OSHPD 4, 64-bed treatment facility with 31,100 SF of housing and a 36,000 SF mental health treatment facility. The facility accommodates special needs inmates and two retrofitted 180-bed housing units. This project was the first California prison to achieve LEED Silver Certification.

Construction Value: \$20 Million
Completion Date: 2010



SMUD HEADQUARTERS RETROFIT

SACRAMENTO METROPOLITAN UTILITY DISTRICT

The renovation of its 1960 National Register of Historic Places Headquarters Building will transform it into a high-performance office facility while maintaining the historic campus. All mechanical systems will be demolished and replaced and full BIM modeling will allow close coordination of design and integration of project data.

Construction Value: \$41 Million
Completion Date: 2018



CMF MEDICAL FACILITY

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

This 64-bed, 52,000 SF, OSHPD, intermediate care facility addition accommodates 56 standard and 8 accessible rooms along with treatment and space for counseling and therapeutic services. It is located inside an expanded secure perimeter of the CMF facility with two added guard towers.

Construction Value: \$19.5 Million
Completion Date: 2012



CALAVERAS COUNTY COURTHOUSE

ADMINISTRATIVE OFFICE OF THE COURTS

The new 2-story, 45,000 SF courthouse was designed to handle a 14-person jury and 46 spectators. Four courtrooms supported with secure inmate access, while the first floor includes jury assembly, clerk services, and court offices. Energy efficient measures highlighted by solar array on the roof and ice storage system.

Construction Value: \$36 Million
Completion Date: 2014



The Engineering Enterprise

PLUMAS-SIERRA COURTHOUSE

ADMINISTRATIVE OFFICE OF THE COURTS

Shared 7,312 sf. government building in the snow country of Plumas County similar to the possible connection of Mono County's planned Government Office Building and the City of Mammoth's building. In addition, the project's design is contemporary while respecting the scale and context of its community.

Construction Value: \$4.75 Million

Completion Date: 2009

Contact: Robert Uvalle, Sr. Project Manager, AOC
(916) 263-7949 | robert.uvalle@jud.ca.gov



NORTH NATOMAS PUBLIC LIBRARY

CITY OF SACRAMENTO

Shared resource between the community of Natomas, Natomas High School and the Los Rios Community College campus. When designing on a "joint-use" site, it is important to consider maintain the existing operations, security and safety while adding synergy with the new spaces.

Construction Value: \$7.5 Million

Completion Date: 2010

Contact: Pablo Manzo, Vice Chancellor, Los Rios CCD
(916) 856-3400 | manzop@losrios.edu



SMUD HEADQUARTERS RETROFIT

SACRAMENTO METROPOLITAN UTILITY DISTRICT

Renovation of 120,000 square foot office building including auditorium and meeting rooms, open and private office spaces, conference rooms, breaker areas, cafeteria, security spaces, and utility/service areas and an attached three-story 45,000 square foot parking garage.

Construction Value: \$66 Million

Completion Date: 2017

Contact: Doug Norwood, Project Director, SMUD
(916) 732-6623 | dnorwood@smud.org



CENTRAL PLANT RENOVATION

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Contains similar scaled 78,580 square foot government office space within the larger central plant building. The office space provides innovative and proven design to maximize comfort, daylighting and acoustical privacy. Comfort, daylighting and acoustical privacy are leading elements to staff happiness, productivity and retention.

Construction Value: \$181 Million

Completion Date: 2010

Contact: Joel Griffith, Project Director, DGS
(916) 400-2004 | joel.griffith@dgs.ca.gov



Bergelectric, Inc.

ANTELOPE HIGH SCHOOL

ROSEVILLE JOINT UNIFIED HIGH SCHOOL DISTRICT

Bergelectric worked with Roebbelen Contracting to construct the new 200,000-s.f. high school. This \$75-million project includes a combination library/classroom/administration building, technology building, science building and gym/multi-purpose building.

Construction Value: \$75 Million
Completion Date: 2008



STANISLAUS COUNTY REACT CENTER

COUNTY OF STANISLAUS

Bergelectric worked with Roebbelen Contracting on this correctional design-build project called the Stanislaus County REACT Center. REACT stands for Re-Entry and Enhanced Alternatives to Custody Training and is the fourth and final piece of a major expansion to the Stanislaus County Public Safety Center.

Construction Value: \$33 Million
Completion Date: 2017



SPARTAN COMPLEX

SAN JOSE STATE UNIVERSITY

The project is a group of buildings totaling 176,062 SF. Upgrades of classrooms and offices; gymnasium, natatorium, dance and judo studios, weight and locker rooms, and mechanical spaces; and the addition of a 191-seat auditorium-style classroom, a lobby, and a two-story office wing, which expanded the complex by 5,600 square feet.

Construction Value: \$85 Million
Completion Date: 2016



UC DAVIS TERCERO STUDENT HOUSING PHASE III

UNIVERSITY OF CALIFORNIA, DAVIS

Electrical site infrastructure for the complex included distribution of 15kV to two new customer-owned pad-mount utility transformers. Additional new site infrastructure included 480-volt and tel-data service to each of the seven buildings, as well as two emergency-power generators to service complex life-safety requirements.

Construction Value: \$105 Million
Completion Date: 2010



Div 15 Tech

REACT CENTER

COUNTY OF STANISLAUS

A design-build, 57,000 SF, 288-bed correction facility with support and administrative space. Div 15 Tech was involved from design through construction completion and was responsible for the HVAC and mechanical piping.

Construction Value: \$2.5 Million

Completion Date: 2017

Contact: Rick Bruining, Project Executive, Roebbelen
(916) 939-8350 | rickbr@roebbelen.com



SAN JOSE STATE STUDENT UNION

UNIVERSITY OF CALIFORNIA, SAN JOSE

Two new three-story mixed use building and one three-story retrofit mechanical and HVAC project. Div 15 Tech committed five years to the completion of this project.

Construction Value: \$8.8 Million

Completion Date: 2016

Contact: Anthony D'Amante, Lathrop Construction
(707) 746-4450 | anthony.d'amante@lathropconstruction.com



HEALDSBURG HIGH SCHOOL MODERNIZATION

HEALDSBURG UNIFIED SCHOOL DISTRICT

Complete renovation of an existing 2-story, 140,000 square foot structure. The building houses more than 400 employees from PG&E's new Energy Training Center showcasing the latest energy efficiency products, technologies and weatherization techniques for residential homes.

Construction Value: \$3 Million

Completion Date: 2017

Contact: Anthony D'Amante, Lathrop Construction
(707) 746-4450



VARIOUS PROJECTS

PEBBLE BEACH COMPANY

Five separate projects ranging from modernization to new construction at The Inn at Spanish Bay, The Lodge at Pebble Beach and Fairway One Hotels. Div 15 Tech has been the primary mechanical and plumbing contractor for over three years, completing the facility upgrades.

Construction Value: \$21 Million

Completion Date: 2010

Contact: Troy McKinley, Hathaway-Dinwiddie
(415) 912-3292 | mckinleytr@hdcco.com



Western Erectors

UPTOWN STATION

UPTOWN STATION OAKLAND

Seismic upgrade and remodel of historic building built in 1929, with a 72,100 square foot footprint and consisting of five full levels and three partial levels above grade, a full basement and a partial second basement level. Existing structural system was partially removed for the remodel. An 85-foot atrium was created by removing twelve bays of framing full height in the center of the building. The remodel portion included structural framing to add 13,220 square feet of terraces to the partial upper levels, infill of existing openings and added reinforcing beams framing new openings. 25,500 square feet of decking was installed at the terraces and infills. 200 ton and 75 ton hydraulic cranes were used to erect the braces frames and 50% of the terraces, with the cranes operating in the atrium. With city streets on three sides of the project, the only interruption to traffic/public transportation for our work was when trucks entered or exited the building.

Construction Value: \$4.9 Million

Completion Date: 2018

Contact: Marco Guzman, Project Manager
(650) 849-9900 | marco.guzman@vancebrown.com



HILLSDALE SHOPPING CENTER REDEVELOPMENT

C.W. DRIVER COMPANIES

Construction is in Phase 2 and ongoing. A 12.5-acre northern parcel of the 60-year old Hillsdale Shopping Center is being transformed into an urban outdoor shopping plaza that caters to nearby public transit and features a 870-seat luxury cinema, an upscale Pinstripes bowling concept and entertainment center, fitness center, a bocce ball complex, a wide range of retail destinations, and a contemporary dining marketplace. In total, over 291,000 square feet of retail, dining, and entertainment space is being added.

Construction Value: \$5 Million

Completion Date: In Construction

Contact: Jim DALton, Director, Triad Steel Services
(602) 619-2619 | triadsteel.com



BIM Capabilities

Roebbelen has an in-house BIM Manager that will be responsible for coordinating all the systems required for this project. Our use of full Autodesk suite endeavors to ensure that the shop drawings required for mechanical, plumbing, fire sprinklers and electrical systems will be coordinated with the building structure and finishes. We will host coordination meetings electronically and perform clash detection to avoid any re-routing and finish elevation changes during construction. It always rewards us to see our subcontractors working together using BIM to solve the often complex challenge of placing systems within the annular space of the building structure and the walls and ceilings. We can also use BIM to make sure the underground systems are coordinated with the foundations and any necessary penetrations are well thought-out before a shovel hits the ground.

BIM Experience

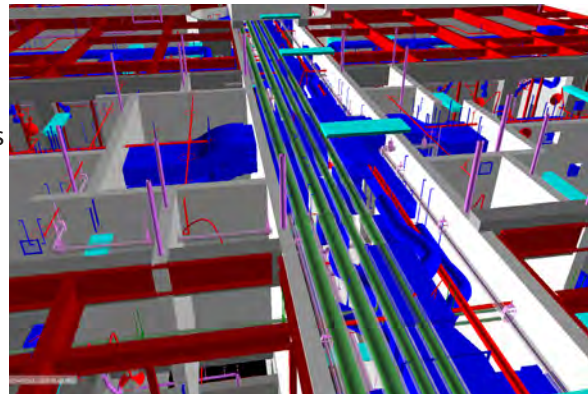
Roebbelen has completed BIM modeling on over 60 projects. Below we have highlighted just a few of these projects.

STANTON CORRECTIONAL FACILITY

COUNTY OF SOLANO

126,000 square foot adult detention facility. Spearheaded and facilitated weekly coordination meetings where conflicts were resolved using clash detection. Participating trades included mechanical, electrical, plumbing, fire protection and security systems.

Construction Value: \$69.5 Million
 Completion Date: 2015

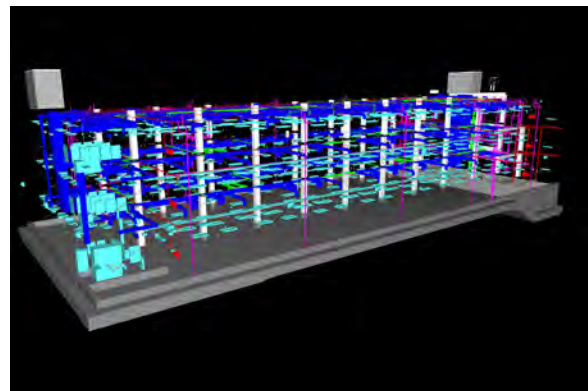


VACAVILLE CMF FACILITY

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

44,000 square foot addition to an existing site for an operational prison. Spearheaded and facilitated weekly coordination meetings where conflicts were resolved using clash detection. Participating trades included mechanical, electrical, plumbing, fire protection and security systems.

Construction Value: \$13 Million
 Completion Date: 2016

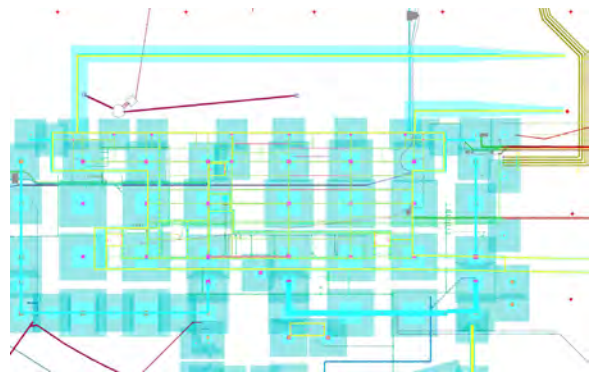


KINGS COUNTY COURTHOUSE

COUNTY OF KINGS

Concrete and miscellaneous trades work on a 4-story courthouse building. Provided a structural concrete model for coordination with other trades. Participated in coordination meetings and provided an as-built model for project close-out.

Construction Value: \$12 Million
Completion Date: 2015

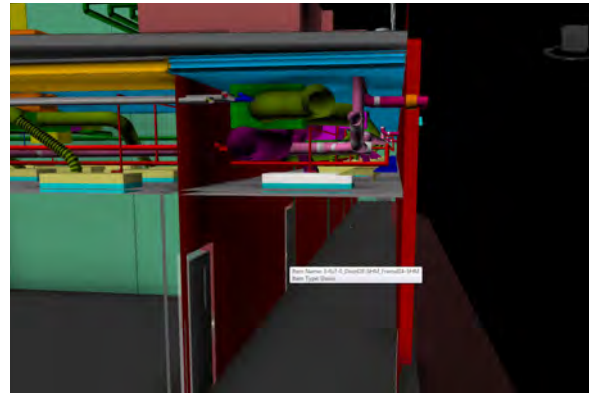


KINGS COUNTY JAIL EXPANSION

PACIFIC GAS & ELECTRIC COMPANY

68,000 square foot renovation and expansion of the existing jail. Spearheaded and facilitated weekly coordination meetings where conflicts were resolved using clash detection. Participating trades included mechanical, electrical, plumbing, fire protection and security systems.

Construction Value: \$15.5 Million
Completion Date: 2013

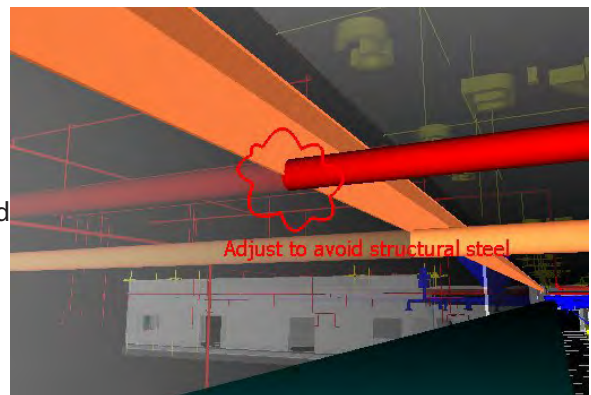


JUVENILE COMMITMENT FACILITY

COUNTY OF STANISLAUS

New 47,472 juvenile commitment center. Spearheaded and facilitated weekly coordination meetings where conflicts were resolved using clash detection. Participating trades included mechanical, electrical, plumbing, fire protection and security systems.

Construction Value: \$15.5 Million
Completion Date: 2013

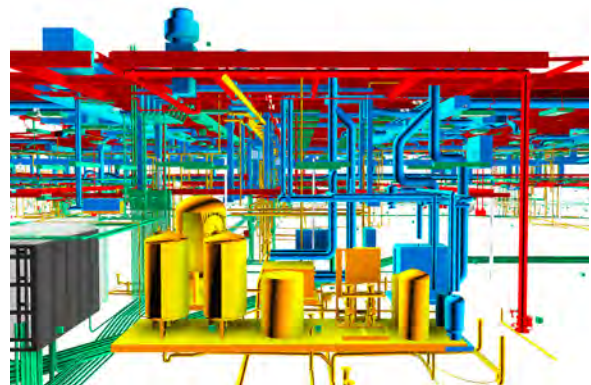


REACT CENTER

COUNTY OF STANISLAUS

New 57,278 square foot facility with housing and administrative spaces. Spearheaded and facilitated weekly coordination meetings where conflicts were resolved using clash detection. Participating trades included mechanical, electrical, plumbing, fire protection and security systems.

Construction Value: \$33 Million
Completion Date: 2017



Preconstruction Services

Concurrent Reliable Estimating, Constructability and Value Engineering Reviews

Reliable estimating is critical to maintain the project's budget. The Roebbelen Team of estimators take a proactive approach to identify cost issues and cost saving opportunities early when solutions can be implemented most economically and efficiently. During the on-going development of a project, it is critical to be vigilant by performing reality checks on estimates of construction costs prepared by others for each project. One great aspect about selecting Roebbelen is that we are also active in the hard bid market. This experience allows for real-time market analysis for pricing and unit costing that results in reliable estimating as well as a collaborative team approach.

To achieve maximum value, reliable estimating must go hand in hand with professional constructability reviews; constructability reviews done by real builders who will actually be building your project. Our reliable estimating updates and constructability reviews will commence with pre-construction and continue throughout the bidding process and finalization of our Guaranteed Maximum Price (GMP). Typically, we perform and provide "formal" estimate updates and constructability reviews at strategic intervals. However, we prefer to work hand in hand with Nacht & Lewis throughout the process and provide continuous less formal estimates and constructability reviews throughout preconstruction to ensure the project tracks with the budget at all times to avoid any costly rework.

Constructability reviews for projects are extremely important since changes in the field can be costly to the budget and the project schedule. Our project manager, Superintendent and estimating team make sure the documents accurately portray the most cost-effective and correct installation method. We often utilize the unique expertise of our subcontractors during this process as well. We will create a complete report demonstrating any concerns we

might discover on a plan sheet-by-sheet basis. Example constructability review is below.

Our constructability review process begins with breaking this project down into its main components and reviewing each one to uncover all areas that are unclear as to design intent, inconsistent with the specifications or industry standards, and not coordinated amongst the different design disciplines. The process will start with the site components, work into substructure, superstructure, exterior closure, interior construction and finish with the mechanical and electrical systems. Our group of experienced construction professionals will coordinate with each other and most importantly our on-site field personnel to specify all of the required inclusions and exclusions that will be incorporated into the subcontractor bidding scopes to ensure clarity amongst the bidders.

For even greater value, we have the ability to perform detailed constructability reviews utilizing Building Information Modeling (BIM) software including Revit, Navisworks, and BIM 360. We have utilized BIM on many projects and found substantial cost-saving solutions for our clients. We have dedicated in-house BIM capabilities.

In short, our goal during preconstruction will be to work with the entire project team to identify potential conflicts

The image shows an architectural plan sheet with several numbered callouts (4, 5, 6, 8, 9, 11, 12) pointing to specific areas on the drawing. Below the drawing is a list of seven numbered comments, each with a subject, author, and date.

Number	Author	Subject	Date
4	RCON	Subject: ConsRevComment	Date: 3/12/2010 3:38:05 PM
5	RCON	Subject: ConsRevComment	Date: 3/12/2010 3:38:05 PM
6	RCON	Subject: ConsRevComment	Date: 3/12/2010 3:38:05 PM
7	RCON	Subject: ConsRevComment	Date: 3/12/2010 3:38:05 PM
8	RCON	Subject: ConsRevComment	Date: 3/12/2010 3:38:05 PM
9	RCON	Subject: ConsRevComment	Date: 3/12/2010 3:38:05 PM
11	RCON	Subject: ConsRevComment	Date: 3/12/2010 3:38:05 PM
12	RCON	Subject: ConsRevComment	Date: 3/12/2010 3:38:05 PM

Number 4 Author: RCON Subject: ConsRevComment Date: 3/12/2010 3:38:05 PM
 It would be our intent to perimeter the demolition w/ temporary fence for the general duration of the project (14 months +/-). The demolition would be completed during Inc #1 and the walk would be replaced near the end of Inc #2. This would mean this walk would not be accessible to staff/students. It also means the student restrooms will not be available. Is this acceptable?

Number 5 Author: RCON Subject: ConsRevComment Date: 3/12/2010 3:38:05 PM
 There is an existing drinking fountain and screen wall in this area. What happens to it?

Number 6 Author: RCON Subject: ConsRevComment Date: 3/12/2010 3:38:05 PM
 Confirm this demo line will make a compliant transition when the new work is finished to match, typical at ALL demo transitions.

Number 7 Author: RCON Subject: ConsRevComment Date: 3/12/2010 3:38:05 PM
 Similar to comment on GN #3.

Number 8 Author: RCON Subject: ConsRevComment Date: 3/12/2010 3:38:05 PM
 Is this concrete and if so, should the legend extend to this area to support the removal of the utility?

Number 9 Author: RCON Subject: ConsRevComment Date: 3/12/2010 3:38:05 PM
 Exterior doors are on this side of the building. Does access to the classrooms need to be maintained for the duration of the project? If so, should the project consider the phasing of demo/replacement or just try and leave the existing entrances in place until the second summer and perform demo/replacement then? New concrete is in Inc #2 per Scope of Work note/C1.1 and we may be concerned if that Increment gets log-jammed in DSA and will not support the work this summer. See similar comment at comfort

and clarify them prior to the final buyout and allow the County of Mono to receive the best bids possible. Reliable estimating often leads to the necessity for value engineering. We will use our unmatched experience and creativity to drive value into your project. What that means to you is maximizing your program within your budget by eliminating unnecessary costs. We look at your project holistically - not only "value engineering" specific construction details, but also looking for savings in general conditions, schedule, phasing, site logistics and economies of scale. In other words, it all adds up and every little bit helps.

While we are reviewing the project for constructability, we will also analyze each detail for cost-effectiveness. We will seek out alternative methods and similar products to share with the design team and the County. All value engineering ideas will be complete with pricing scenarios so the most informative decisions can be made. We will also encourage voluntary alternate ideas from subcontractors that we can analyze during the design period.

We will develop a **creative** and detailed list of possible value engineering items, provide reliable estimates for each item and include those that make the cut as alternates in our competitive bid prior to finalization of the GMP. Upon receipt of the bids we will share them with the entire Team in a completely open book format and decide as a team which, if any, to incorporate into our final GMP.

Production Planning Systems and Scheduling Approaches

Collaboration

The center of Collaboration on the project will be how we implement LEAN concepts. Below is a discussion on LEAN systems that can be implemented on projects large and small. The key to LEAN implementation is "Right Sizing" the program to the project. We will work with the County early in the project to determine what the right size of the LEAN program is for this project. We are strong believers in being trusted delivery partners to our clients. Trust is a key component of LEAN and the relationships built through making commitments and team accountability procedures will develop trust between teams. Our desire with this project is to develop a program through value stream mapping that adds value to the project and is efficient with the time for all team members. Knowing

the Conditions of Satisfaction for the Counties project will enable our team to stay focused on project success.

We anticipate that some of the counties conditions of Satisfaction will be:

1. Consolidate county operations in an owned, single facility to eliminate the need for leased space.
2. Complete the project by the preferred move in date of October 1, 2019.
3. Have durable finishes on the exterior that will endure the extreme winter and summer seasons of Mammoth.
4. Cost efficient utility systems and energy conservation that meet the expected life cycle costs.



While this is what we see as conditions of satisfaction, we will work collaboratively together with the County to develop the final conditions of satisfaction for the project during the early design meeting for the project. As a team we will constantly reflect on these conditions and optimize all that we do.

All collaboration must be focused on the conditions of satisfaction for the County. The graphic above is taken from, *Transforming Design and Construction, A Framework for Change*, William R. Seed, LCI April 2017, and shows the iterative process of collaboration.

It is important that the ideas and decisions are made by team members at the closest level to the work and we recommend setting up cluster groups (IPD Teams) that are focused on specific elements of the project. These groups will be diverse with selected project level employees from

all project team members focused on target value design (TVD) principles. We recommend the following IPD Teams be established for this project:

- Site and Utilities Infrastructure IPD Team
- Buildings IPD Team
- Sustainability IPD Team
- Operations IPD Team

This approach to integrating each key element of the program into a cohesive and interrelated project is critical to the success of the project. Goals and specific design criteria will be established and validated for each element as it relates to the other elements of the project. In this manner, the project team, which we define as the County, its consultants and our D-B team, can best determine, collaboratively, key opportunities and importance factors. None of these elements or the goals listed below, can be designed on their own, yet neither can the whole be integrated without first looking at each element individually.

Sustainability

- Energy savings goal
- Heating and cooling systems
- Life cycle cost
- Durable finishes

Site and Utilities infrastructure

- Site grading
- Weather/snow concerns
- Overhead and underground existing utilities remaining
- Storm water management- sheet draining site versus storm system
- etc.

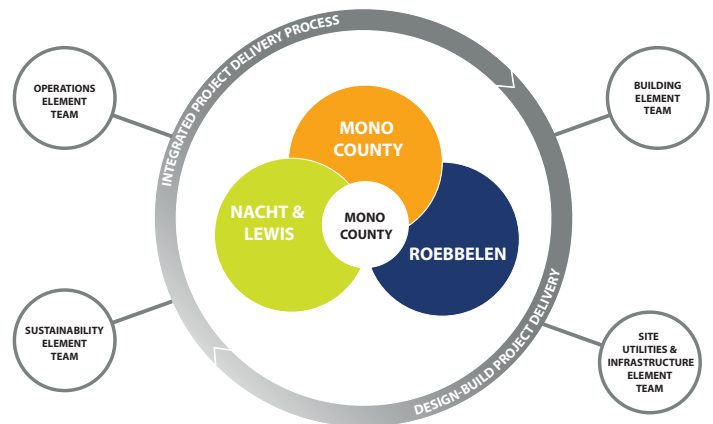
Operations

- Adjacencies
- Stakeholders now sharing facilities
- Operational efficiencies
- Site Layout and parking strategies
- Falling snow considerations

Buildings

- Building envelope type
- Architectural look
- Town of Mammoth design guide

It is imperative that we have a control structure to lead this collaboration. In reviewing the agreement, we will work as a team to take the proposed plan and GMP from Design Development to permitted documents in an open



book manner. This allows the County to play a large role in refining the plan with full knowledge of cost and schedule during the design phase. We will use target value design and recommend the formation of a core group and senior management group that would oversee and direct these IPD teams through the TVD process. This structure has proved beneficial in the past when working on many other LEAN projects. The core group governs the process and is represented by the County Project Manager, Construction Manager, Owner’s Representative, Architect’s Representative and Roebbelen Project Executive. The Core Group is responsible for reviewing and stimulating the progress of the Project in pursuit of the conditions of satisfaction. The Core Group will plan and implement strategies to improve project performance by providing direction to the IPD teams. This collaborative structure would replace the “submit and approve” approach found in more traditional delivery methods.

Open Communication Protocol

One way we develop a trusting relationship is to work as a team and develop processes for project delivery that are iterative and measurable so continuous improvement can be shown. The basis for working together using LEAN thinking is respect for people. Everyone has a voice at the table and is encouraged to speak up and offer ideas. It is well known that people transform ideas, so differing viewpoints continuously optimize the plan. All efforts need to be transparent and communication/collaboration is done with all project team members in the room. We will use dashboards during the design phase to regularly report progress on meeting the conditions of satisfaction and target GMP value. These dashboards will be able to drill down for our continuous improvement program

based on percent planned complete (PPC) status on a team and individual basis using the Last Planner System. Once the project moves into construction, we will have a communication board mounted in the jobsite trailer with all key information shown for all to see. There are even jobsite wooden communication boards installed showing daily goals and safety requirements for the crews.

Reliable Promising

A project is a PROMISE—delivered by people working in a network of commitments. This promise is delivered throughout all phases of the project. The goal of the design process is to understand, validate and enhance the conditions spelled-out in the bridging documents. The County will be an integral part of the design process, translating these conditions into final plans and specifications. During construction, the promises made in planning and work organization are delivered through efficient flow of labor, materials, and equipment on a daily basis.

Fundamental to the success of Lean Project Delivery is the willingness and ability of all IPD team members to make and secure reliable promises as the basis for planning and executing the project. All of the tools listed below are based on a promise. In order for a promise to be reliable, the following elements must be present:

- The conditions of satisfaction are clear to both parties; the performer and the customer.
- The performer/promisor is competent to perform the task, or has access to the competence to perform the task and the wherewithal (materials, tools, equipment, instructions).
- The performer/promisor has estimated the time to perform the task and has internally allocated adequate resources and has blocked the time on its internal schedule.
- The performer/promisor is sincere in the moment that the promise is made, only making the promise if there is no current basis for believing that the promise cannot or will not be fulfilled.
- The performer/promisor is prepared to accept the legal and reasonable consequences that may ensue if the promise cannot be performed as promised and will promptly advise the IPD Team if confidence is lost that the task can be performed as promised.

Part of the Last Planner System will be to report on the project team's reliability on a weekly basis. This allows for continuous improvement as new team members learn to

work with each other in an atmosphere of mutual respect and tolerance.

Commitment-Based (Pull) Scheduling

Basic Requirements

The planning and scheduling to be performed on the project shall be "pull scheduling" using the Last Planner System™ excel spreadsheets we have created for this project. In order to be pull-based, the planning system must be based upon requests from IPD Team members to other project performers upon whom the requesters work is dependent, and commitments made by the up-stream performer about when it will finish the work to agreed-upon hand-off criteria, in order to enable the downstream performer to begin its performance. At a minimum, the system must include a milestone schedule, collaboratively created phase schedules, "make-ready" look-ahead plans, weekly work plans and a method for measuring, recording and improving planning reliability.

Phase Planning

The Phase Plan must be based on collaborative planning by all IPD Team members who will perform in a phase, who, working backwards from the milestone, create collaborative phase schedules indicating when work should be done. In developing that Phase Schedule, IPD Team members who understand how the work will be performed should be in direct conversation with the other IPD Team members from whom they will receive work or to whom they will deliver work; whether this work is physical work or information. The purpose of this conversation is to put the performers in action making direct requests and promises to each other, and specifically discussing and negotiating the hand-off criteria or conditions of satisfaction that are then mutually understood and agreed upon.

Make-Ready Look Ahead Plan

The system must also include use of a "make-ready" look ahead plan (minimum duration of six weeks or as approved by the Core Group), that identifies for each task or item of work appearing within the planning window, whether any constraints (issues that, if they continue to exist, would prevent the performer from making a reliable promise that the work can be performed as indicated on the plan) exist, and if so, what person has personally promised that the constraint will be removed and by when.

Weekly Look Ahead Meetings

At each weekly Look Ahead Planning Meeting, the coming week should be reviewed to assess any remaining constraints that would keep someone from making a reliable promise on the coming weeks work plan. For any remaining constraints, promises for removal must be solicited and available work for the coming week confirmed. Then the subsequent week is reviewed to assess whether work in that week can be made available as workable backlog. The IPD Team should evaluate what unconstrained work could be performed early if either a performer gets ahead, or if there is some reason that would prevent the performer from doing the work as promised. This work is identified as workable backlog. Only work authorized by the IPD Team is to be considered workable backlog; work that has not been released as workable backlog is considered out of sequence, as it would cause difficulty or rework for themselves or others.

The IPD Team should also review the remaining weeks of the Look Ahead Plan to monitor completion of the promises for removing constraints and to surface additional constraints which may have been identified. The IPD Team leader should obtain clear promises including completion dates for removing constraints and declarations of completion on previous promises. The Look Ahead Plan should be updated, marking those tasks with no constraints. Finally, the new week is introduced and the tasks for that week are added to the plan and reviewed. The IPD Team then begins to identify constraints applicable to those tasks.

Weekly Work Planning Meetings

The system must also incorporate collaborative weekly work planning sessions that identify among specialists or trades, based upon the work identified in the Look Ahead Process as constraint-free, what specific work will be completed to agreed-upon hand-off criteria (so that the following task can be commenced) each day and each week. There should also be daily communication declaring what work has been completed, any variation from what was promised, and any revision for the remainder of the work plan. Finally, the system must have a method for tracking planning reliability and assessing root cause of variations for purposes on continuously improving planning reliability.

Milestone Schedule

During the Preconstruction Phase, Roebbelen in collaboration with all IPD Team members will prepare a Preliminary Milestone Schedule for Core Group review and approval. The Preliminary Milestone Schedule will include the entire Project, including both preconstruction and construction, but will only be prepared at a milestone level. The schedule will not exceed the Contract Time and shall not replace the pull-scheduling to be done collaboratively by the project participants.

Throughout the Preconstruction Phase, Roebbelen, in collaboration with all IPD Team members, will update the Preliminary Milestone Schedule monthly, focusing on major milestones relied upon for tracking purposes. Roebbelen shall coordinate and integrate the Preliminary Milestone Schedule with the services and activities of the County, Architect and Roebbelen. As the Project proceeds, the Preliminary Milestone Schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of the proposal, delivery of materials or equipment requiring long-lead time procurement, County's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates of substantial and final completion.

Target Value Design

The agreement calls for a target value design approach and work to be done by Roebbelen and Key trades/consultants on a cost plus arrangement with a guaranteed maximum price (GMP). We anticipate that by the time we complete the proposal process, our GMP and design will be at the Design Development level. Our plan is to reconcile the program requirements to our proposed design solution and update the cost model accordingly. All estimating will be done open-book. The key to target value design is to do continuous estimating throughout the design process. Formal estimates and updates to the cost models will be prepared at the milestones indicated in the schedule with the exception that schematic design will be complete. The team will reconcile any cost differences and provide for solutions that keep the project within the GMP amount or Target Value.

Our plan is to create a Target Value team led by our Chief Estimator and comprised of the cross-functional team leaders. This team will meet frequently with responsibility for evaluating Target Value Design trade-offs and opportunities. They will have authority to direct IPD teams on value engineering and adjustments of the component/systems costs up or down to maintain total project target cost.

Elimination of Waste

The elimination of waste seems like an obvious mindset of all business people. Unfortunately, upon reflection, we see that many tasks we complete are not really necessary and can be eliminated without diminishing value to the project. An easy way to see waste and eliminate it is through Value Stream Mapping. It is a tool that allows you to understand the process by looking at each step rather than just the results. Identification of the value of each task allows the team to see where customer value-added and business value-added tasks are juxtaposed with non-value added tasks. Then the team will remove the non-value-added tasks from the process. Non-value-added tasks will sometimes creep into a process so the team must stay vigilant and reflective on the process.

Waste is basically anything that does not add value to a project. Studies have shown that up to 70% of activities in construction do not add value to the project. The bottom line is that waste is disrespectful to people and consumes resources and skills with no benefit. There are several types of waste identified from the Toyota Production System (referred to as Muda from the Japanese word for waste). These include:

- Transportation - Unnecessary movement
- Inventory – Only support the immediate need
- Motion – Unnecessary movement of people that does not add value
- Waiting – Time spent waiting due to bottlenecks in the system
- Over Processing – Only produce what is required
- Over Production – Making something before it is needed
- Defects – Scrap or re-work
- Underutilized talent – Use available talent and resources!
- Over Burdening (Muri) – Excessive demand that pushes a system beyond its capacity

Quality and Reduction of Rework

Lean process that are built into the design process allow for reduction in re-work and lower the risk of installation problems. One key way this is done is through the use of Building Information Modeling (BIM). Our team will design a BIM Implementation plan that will improve the quality of the design and eliminate coordination conflicts and clashes between building systems during the shop drawing phase. Our in-house BIM manager will set up a control model in Autodesk 360 Glue software and conduct regular collaboration meetings with the designers and key trades to set the project up to succeed. There is an old saying in construction that it is much easier to build something the second time; so, we firmly believe that the first time we build a project is in the modeling stage.

BIM modeling also allows for the use of prefabrication for many of the building assemblies. Since quality of the design will be high, there are not as many tolerance issues with fit-up and major sections of plumbing, HVAC and electrical runs can be pre-fabricated in the shop for quick and accurate installation in the field. This will also translate to the underground systems as well as the coordination of structural assemblies.

Continuous Improvement

Each of the Lean principles addressed above have a facet of continuous improvement. The reflection process allows for the team to look back on what went well and what can be improved moving forward. This is evidenced by the use of PPC's and reliability indexing in Last Planner as well as the use of dashboards to monitor the project overall health with respect to budget and schedule. An open culture and respect for people allow for team feedback in a non-threatening manner so the entire project benefits from continuous improvement.

Firm and Team References

Firm and team references have been provided under the Technical Design & Construction Expertise section.



Team Member Experience

BRYAN TODD

Vice President/Program Manager

Mr. Todd has over 15 years of project engineering and project management experience. He is a highly skilled project manager overseeing construction activities that involve new construction, phasing, modernization and reconstruction activities. His knowledge and experience is invaluable when it comes to addressing concerns regarding safety. Mr. Todd's responsibilities include oversight of contract management, labor resource, schedule and budget management. He oversees construction activities and the schedule to ensure that projects meet the established completion dates. He interacts with the project team to monitor field activities and ensures all safety rules are adhered. Mr. Todd is experienced in overseeing and verifying security clearances and access of all personnel.

OFFICE LOCATION

El Dorado Hills, CA

PROJECT EXPERIENCE

Claybank Adult Detention Facility | Fairfield, CA

Solano County Department of General Services

\$69,564,832, design-bid-build of a new state of the art 126,000 square foot, podular, 362-bed adult detention facility containing inmate housing support services and central plant. Improvements to the existing detention facility consisted of new sallyport, public plaza and public and staff entrance with select interior upgrades affected by the new entrance.

Women's Jail Expansion | San Luis Obispo, CA

County of San Luis Obispo

\$28,000,000, design-bid-build, new construction and renovation. New construction includes a 46,000 square foot Women's Housing and 8,000 square foot Medical Building. Remodel consists of a temporary loading dock/transfer corridor and a property storage area. Also included is the upgrade of the security electronics system in the existing facility.

AB 900 Jail Expansion | Hanford, CA

County of Kings

\$32,180,000, design-bid-build, 68,000 square foot renovation and expansion of existing jail. New two-story building to provide extra medium and maximum housing units including single-occupancy and double-occupancy cells. Also included are dayrooms, new recreation yard, and medical infirmary.

Kings County Courthouse | Hanford, CA

County of Kings

\$86,000,000, 144,000 square foot, new superior courthouse. Performed miscellaneous trade, structural concrete, and site concrete. Miscellaneous trades included roll up doors, mobile storage, elevator smoke screens, folding fire doors, jury seating, flagpoles, and fire extinguisher cabinets.

16 industry years Overall
16 Industry years in California
Team member since 2001

EDUCATION

Bachelor of Science
 Construction Management
 California State University,
 Sacramento

Minor
 Business Administration
 California State University,
 Sacramento

LICENSES/CERTIFICATIONS

Zero Accident

Risk Management/Insurance 101

Defensive Driving

OSHA 10-Hour

First Aid/CPR

REFERENCES

Albert King

Vice President/Senior Program
 Manager
 AECOM
 (916) 343-4250
 albert.king@aecom.com

Patricia Hill Thomas

Chief Executive Officer
 County of Stanislaus
 (209) 525-6333
 thomasp@stancounty.com

MICHAEL PARROTT AIA, LEED AP

Principal-in-Charge / Project Manager

Mike has over 20 years combined experience in both the design and construction sides of the building industry. With the client and user in mind, he develops the programmatic requirements and follows those requirements through the planning process with attention to detail and organization. His construction experience as a licensed general contractor ensures that documents are constructible and his design experience assures that documents move through necessary review agencies as quickly as possible. Mike also assists in the development and maintenance of production and management standards, guaranteeing quality and consistency in all of our work.

OFFICE LOCATION

Sacramento, CA

PROJECT EXPERIENCE

Central Plant Renovation | Sacramento, CA

California Department of General Services

Delivery Method: Design/Build, Construction Value: \$181 million

Contains similar scaled 78,5800 square foot government office space within the larger central plant building. The office space provides innovative and proven design to maximize comfort, daylighting and acoustical privacy. Comfort, daylighting and acoustical privacy are leading elements to staff happiness, productivity and retention.

California Highway Patrol Master Architect | Statewide, CA

California Department of General Services

Delivery Method: Design/Build, Original Contract Value: \$109 million

Architectural, engineering and construction management services as Master Architect for the design-build construction of CHP field offices. Projects are part of a statewide replacement program of CHP facilities. Facilities must comply with DSA's Essential Services Act requirements. Projects are located in Crescent City, Quincy, San Diego, Santa Barbara, Truckee, Ventura, San Bernardino, El Centro and Hayward. Crescent City, San Diego and Truckee are under construction

Enhanced Outpatient Facility Addition | Vacaville, CA

California Department of Corrections and Rehabilitation

Delivery Method: Design-Bid-Build, Construction Value: \$12.4 million

In collaboration with Roebbelen, insulated pre-cast concrete was utilized to minimize site and operational impacts and to accelerate the project sequencing. ..

23 industry years in California
23 Industry years Overall
Team member since 1996

EDUCATION

Bachelor of Architecture
California Polytechnic State
University, San Luis Obispo

LICENSES/CERTIFICATIONS

Architect, California, CA-27624

REFERENCES

Joel Griffith

Project Director, California
Department of General
Services 916.376.1669
Joel.Griffith@dgs.ca.gov

Mike Siemering

Project Director, California
Department of General
Services 916.376.1628
Michael.Siemering@dgs.ca.gov

JB Hall

Fortis Construction
503.964.0756
jb.hall@fortisconstruction.com



PATTI ESPOSITO, RA, LEED® AP BD+C D

Design Manager

With 27 years of experience in architecture and project management, Ms. Esposito brings unparalleled experience to the Roebbelen team. She has demonstrated her strong ability to manage large-scale renovations, re-purposing and restorations of existing buildings, ground-up design-build and expansion projects with multi-million-dollar budgets. Ms. Esposito's excellent management of the design process, client's objectives and construction coordination ensures Roebbelen's highest standard of quality with unmatched value. Through creative problem solving and expert mediation skills she excels in keeping her projects on track.

OFFICE LOCATION

El Dorado Hills, CA

PROJECT EXPERIENCE

SB 81 James Boys Ranch | Morgan Hill, CA

County of Santa Clara

\$26,164,319, Design-build, new construction of four buildings totaling in 48,900 sf Design Manager. Responsible for the overall design process, building permitting requirements, and schedule milestones. Works with County stakeholders to ensure the project is designed to meet the project requirements, goals and expectations.

Healthcare Facility Improvement Program (HCFIP)

California Department of Corrections and Rehabilitation

\$620 million improvement program

Senior Manager. Developed phasing and logistics plans for thirty two institutions to keep healthcare services operational. Responsible for managing architectural design, construction and program management processes for various projects within HCFIP. Worked closely with the CDCR Project Director and provided technical support for controls and reporting.

- North Kern State Prison | Delano, CA
\$37.6 million, Intermediate Healthcare Improvement Project
- Wasco State Prison | Wasco, CA
\$38.9 million, Intermediate Healthcare Improvement Project
- Substance Abuse Treatment Facility | Corcoran, CA
\$19.7 million, Basic Healthcare Improvement Project
- California State Prison Corcoran | Corcoran, CA
\$22.7 million, Basic Healthcare Improvement Project

Maintenance Facility | Oakland, CA

BATA and Caltrans

New Construction of 52,000 sf maintenance facility and 24, 000 sf warehouse Project Manager. Provided LEED Platinum design assistance for two Caltrans projects located on a brownfield site adjacent to the Oakland side of the Bay Bridge.

27 industry years in California
27 Industry years Overall
Team member since 2016

EDUCATION

Bachelor of Arts

Architecture

California Polytechnic State

University, San Luis Obispo

LICENSES/CERTIFICATIONS

California Registered Architect

C2546

USGBC LEED Accredited Professional

First Aid/CPR

AFFILIATIONS

American Correctional Association

California State Sheriffs' Association

REFERENCES

Rudy Castelo

Project Manager

County of Santa Clara

(408) 993-4627

rudy.castelo@faf.sccgov.org

Keith Beland

Associate Director

Project Management Department

California Department of

Corrections and Rehabilitation

(916) 255-2191

kbeland@cdcr.ca.gov

Mike McGill

Department Manager

The Presidio Trust

(415) 561-2785

mmcgill@presidiotrust.gov

LORENZO LOPEZ AIA, LEED AP

Lead Designer / Planner

Lorenzo is Nacht & Lewis' Justice Lead and has planned and designed the majority of the firm's civic work for nearly two decades. He has been involved from conceptual design through the completion of construction. He is also an expert in the robust code requirements for public buildings; his experience ensures the team delivers superior public environments that are not compromised by agency review.

OFFICE LOCATION

Sacramento, CA

PROJECT EXPERIENCE

Plumas-Sierra Courthouse | Portola, CA

Administrative Office of the Courts

Delivery Method: Design/Build, Construction Value: \$4.75 million

7,312 sf. courthouse building in the high altitude community of Portola. The project was designed for heavy snow and California's Wildland-Urban Interface Fire Area exposure. The project goal was to satisfy a complex public mission while fitting harmoniously within its environment.

Superior Court of California, Merced | Merced, CA

Judicial Council of California

Delivery Method: Phase 1 - Design/Bid/Build, Phase 2 - Design/Bid/Build TI

58,000 sf. courthouse designed using concrete tilt-up construction. The project was an economical, secure and extremely durable public facility in an urban setting. A new court-set addition using the Design/Build delivery method was just completed.

Calaveras County Civic Center Renovations | San Andreas CA

Calaveras County

Delivery Method: Design/Build TI., Construction Value \$3.5M combined

13,000 sf. renovation of existing civic center in multiple phases. Departments included County Counsel, CAO Offices, Assessors, Public Works, Mail Center, Courts, Public Toilets and Lobbies.

Enhanced Outpatient Facility, California Medical Facility | Vacaville CA

California Department of Corrections and Rehabilitation

Delivery Method: Design/Bid/Build, Construction Value \$13.1M

43,985 sf., three-story treatment and administration building addition using load bearing, pre-cast insulated concrete panel construction. The project was LEED Silver and included a rooftop solar array.

24 industry years in California
24 Industry years Overall
Team member since 1999

EDUCATION

Bachelor of Architecture
California Polytechnic State
University, San Luis Obispo

LICENSES/CERTIFICATIONS

Architect, California, CA-27981

REFERENCES

Leland Roberts

Senior Project Manager, Judicial
Council of California
916.643.8008
leland.roberts@jud.ca.gov

Lisa Hinton

Senior Project Manager,
Judicial Council of California
916.263.2508
Lisa.Hinton@jud.ca.gov

Barbara Norman

Capital Improvements Project
Manager, Butte County General
Services
530.552.3499
BNorman@ButteCounty.net



JIM KORDAKIS

Sr. Project Manager

Mr. Kordakis joined the Roebbelen organization in 1988 as a Project Engineer. Through the years he has served as a Project Manager, Senior Project Manager and in May 2012 Mr. Kordakis was promoted to Director of Collaborative Construction. His credentials as a LEED AP and a LEAN Construction Institute member have added value to projects in both the preconstruction and construction phases. Clients appreciate his positive approach when setting their project up for success at inception.

OFFICE LOCATION

Sacramento, CA

PROJECT EXPERIENCE

Dispatch Officer Replacement | Mojave, CA

California Highway Patrol

\$6,504,847, Design-Build, 15,936 SF new dispatch center

Senior Project Manager.

Fairmont Elementary School | Vacaville, CA

Vacaville Unified School District

\$14,810,422, 53,000 Square Feet, Lease-Leaseback, LEAN Delivery, New Construction

Senior Project Manager. Two-story all-in-one-building includes 27 classrooms, multipurpose room, library, computer lab, office and other spaces. This project uses a displacement ventilation and variable power air conditioning system. Western Council of Construction Consumers and 2010 Best of Awards

Will C. Wood High School Modernization | Vacaville, CA

Vacaville Unified School District

\$15,367,411, 140,000 Square Feet, Lease-Leaseback, Modernization

Senior Project Manager. Site consists of fifteen permanent structures, twenty three portables. Oversaw all project stages from start to finish including metal fabrications, modified roofing, doors, frames and hardware. As well as HVAC, plumbing, painting, carpet installation, and all flooring.

Tracy High School Library/Cafeteria | Tracy, CA

Tracy unified School District

\$23,495,365, 79,227 Square Feet, Lease-Leaseback, New Construction

Senior Project Manager. 48,155 square foot new two-story library/classroom building, and 31,072 square foot cafeteria/classroom building, included a serving area, main dining area, food court, kitchen, restrooms, storage areas, snack bar, dining shelter, music and food service lab, faculty offices, and teachers' lounge. Also established the Districts safety program.

30 industry years

Team member since 1988

EDUCATION

Bachelor of Arts

Psychology

University of California Los Angeles

LICENSES/CERTIFICATIONS

LEED Accredited Professional

AFFILIATIONS

LEAN Construction Institute Member

REFERENCES

Wallace Browe

President

Capital Program Management

(916) 553-4400

wally@capitalpm.com

Ken Forrest

Chief Business Officer

Sacramento City Unified School

District

(916) 219-5882

kenforrest@msn.com

Pam Conklin

Superintendent

Travis Unified School District

(707) 437-4604

pconklin@travisusd.org



DANIEL WRIGHT

Superintendent

Mr. Wright brings experience as a Superintendent, Project Manager and Estimator to the Roebbelen team. He has an excellent track record of successful teamwork, overseeing all phases of multi-million dollar residential/commercial construction and energy projects for private-sector clients. Mr. Wright has experience managing crews of up to 125 in a variety of construction projects and always makes sure projects are completed on-time and on-budget.

PROJECT EXPERIENCE

OFFICE LOCATION

Sacramento, CA

Women's Jail Expansion | San Luis Obispo, CA

County of San Luis Obispo

\$30, New Construction, Design-Bid-Build, 6,000 sf women's housing unit and 8,000 sf medical building

Superintendent. Managed daily construction and oversees schedule. Procuring adequate temporary electrical source, equipment rentals, site fuel, cranes and forklifts. Implementing & maintaining client, employer & OSHA safety programs & regulations. Conduct morning meetings, toolbox talks, safety meetings & training. Receive, inventory, and inspect material deliveries. Ensure construction according to engineered drawings.

The Bonneville | Salt Lake City, UT

JF Capital

\$30M, New Construction, Design-Bid-Build, 158 Unit Complex, 62,000 Square Feet

Superintendent. Managed daily construction of a wood framed apartment building. Responsible for managing the construction process on site. Managed the construction schedule of project, master and 4 week look ahead, through guidance and communication with subcontractors, vendors, and City/3rd Party Inspectors. Monitored and adhered to established budget. Monitor job safety, and provide job safety training and awareness for all personnel. Monitor quality standards of all jobs, and ensure that all quality assurance and company standards are being met.

Draper Temple | Salt Lake City, UT

Church of Jesus Christ of Later Day Saints

\$5M, New Construction, 57,000 Square Feet, 12 Acre Site

Construction Manager. Managed the overall project for mechanically fastened granite facade for multi-million projects. Managed proposal review, order forecasts and tracking metrics for business development process, budgets, bid/no-bid, RFP/RFQ reviews, scheduled and executed proposal preparation and delivery.

18 industry years
Team member since 2017

EDUCATION

M.E. Construction Engineering
Management
University of Alabama Birmingham

Bachelors
Economics
Utah State University

Minor
Mathematics
Utah State University

LICENSES/CERTIFICATIONS

Class A CDL / Hazmat Endorsement

OSHA 10

15T Swing Cab Crane

Hazwoper 40

REFERENCES

Christian Traeden

Executive Vice President
Strategic Builders
(801) 335-8500
Christian@strategicbuilders.com

David Seese

General Superintendent
Seabold Construction
(971) 344-2718
davidseese@seabold.net

Jeremy Krause

Vice President of Construction
Strategic Builders
(801) 335-8500
jeremy@strategicbuilders.com



JEFFREY D. BRIANS PE

Senior Civil Engineer / Principal in Charge

With more than 30 years of site design experience, Jeff Brians' professional expertise is rich and diverse, with a strong background of successfully delivering facilities for both government and public agencies. As a Civil Principal-In-Charge and Project Manager, Jeff has long been sought out by public agency clients for his expertise related to site planning and development, ADA improvements, underground utilities and transportation projects. By being intimately familiar with the mandatory design criteria that public use facilities require, Jeff is able help clients smoothly plan and design their projects. He is able to draw on his many years of experience to coordinate staff resources, communicate effectively with clients and deliver projects on time and under budget. Jeff's past projects have included road widening, sewer, water, and storm drainage facilities with most every design and construction challenge imaginable to the local landscape.

OFFICE LOCATION

Clovis, California

PROJECT EXPERIENCE

Madera Superior | Madera, CA

County of Madera

150,000 SF, Design-Bid-Build Delivery, \$66 Million Total Project Cost

Principal Civil Engineer. Jeff was the Principal and Senior Civil Engineer on a multi-disciplinary design team for a new \$66 million superior court and parking structure in Madera, California. Responsibilities included on-site and off-site civil design, technical specifications and cost estimates.

Fresno Southeast Police Substation | Fresno, CA

City of Fresno

10,280 SF, Design-Bid-Build Delivery, \$6 Million Total Project Cost

Principal Civil Engineer. Jeff was the Principal and Senior Civil Engineer for a new 10,000 SF police substation in Southeast Fresno. Responsibilities included on-site and off-site civil design, including grading, required utilities, on-site lighting, landscaping and concrete work.

Fresno County Jail Expansion / West Annex Jail | Fresno, CA

County of Fresno

115,000 SF, Design-Bid-Build Delivery, \$80 Million Total Project Cost

Principal Civil Engineer. Jeff was the Principal and Senior Civil Engineer for County of Fresno's new West Annex expansion at the County Jail Facility in Fresno, CA. The \$80M expansion will include 300 additional beds and 115,000 sq. ft. of new space. Responsible for overseeing all civil engineering, landscape architecture, traffic/transportation improvements, as well as the design of all water and wastewater infrastructure.

37 industry years in California
37 Industry years Overall
Team member since 1987

EDUCATION

B.S. in Civil Engineering,

California State University, Fresno,
1980

LICENSES/CERTIFICATIONS

1983, Civil Engineer

State of California No. C36182

AFFILIATIONS

American Society of Civil Engineers,
Member

American Council of Engineering
Companies, Member

TECHNICAL EXPERTISE

Public Use Facilities

ADA Compliant Design

Grading and Drainage

Underground Utilities

Parking Lots

Transportation and Roadways

REFERENCES

Debra Bernard

Project Manager

City of Fresno Public Works, Facilities
Management Division

559-621-1201

debra.bernard@fresno.gov

Richard Wood, AIA

Architect - Capital Projects Division
County of Fresno, Department of

Public Works & Planning

559-600-4478

rwood@co.fresno.ca.us

James Taubert

Executive Director

Madera Redevelopment Agency

559-661-5110

jtaubert@cityofmadera.org



LANE R. BADER PE

Civil Engineer / Project Manager

Recognized for his experience designing components of municipal infrastructure and a sound knowledge of engineering fundamentals, Lane has proven to be an adept and constant resource for both Blair, Church & Flynn staff and clients alike.

For over 25 years, Lane has been planning and designing a wide range of projects including roadways, pavement rehabilitation, parking lots, sewer and water service pipelines, sewer lift stations, sewer force mains and storm drainage facilities. The challenges and responsibilities of site development for public works, government and civic public-use projects has provided him with the professional tools to effectively identify project needs and quickly respond with straightforward solutions.

OFFICE LOCATION

Clovis, California

PROJECT EXPERIENCE

Fresno Southeast Police Substation | Fresno, CA

City of Fresno

10,280 SF, Design-Bid-Build Delivery, \$6 Million Total Project Cost

Civil Engineer. Lane was the Civil Engineer for a new 10,000 SF police substation in Southeast Fresno. Responsibilities included on-site and off-site civil design, including grading, required utilities, on-site lighting, landscaping and concrete work.

Fresno County Jail Expansion / West Annex Jail | Fresno, CA

County of Fresno

115,000 SF, Design-Bid-Build Delivery, \$80 Million Total Project Cost

Civil Engineer. Lane was the Civil Engineer for County of Fresno's new West Annex expansion at the County Jail Facility in Fresno, CA. The \$80M expansion will include 300 additional beds and 115,000 sq. ft. of new space. Responsible all civil engineering, traffic/transportation improvements, as well as the design of all water and wastewater infrastructure.

Hanford Public Safety Center | Hanford, CA

City of Hanford / College of the Sequoias

44,000 SF, Design-Bid-Build Delivery, \$21 Million Total Project Cost

Civil Engineer. Lane was the Civil Engineer for a 44,000 sq. ft. facility that houses classrooms and laboratories for the Police and Fire Academies. Responsible for site grading and drainage, parking facilities, sewer and water services, as well as off-site roadway improvements.

27 industry years in California
27 Industry years Overall
Team member since 1999

EDUCATION

B.S. in Architectural Engineering,
Cal Poly, San Luis Obispo

LICENSES/CERTIFICATIONS

1991, Civil Engineer

State of California No. C47033

TECHNICAL EXPERTISE

Public Use Facilities

ADA Compliant Design

Grading and Drainage

Underground Utilities

Parking Lots

Transportation and Roadways

REFERENCES

Debra Bernard

Project Manager

City of Fresno Public Works, Facilities

Management Division

559-621-1201

debra.bernard@fresno.gov

Richard Wood, AIA

Architect - Capital Projects Division

County of Fresno, Department of

Public Works & Planning

559-600-4478

rwood@co.fresno.ca.us

James Taubert

Executive Director

Madera Redevelopment Agency

559-661-5110

jtaubert@cityofmadera.org



ZACHARY HOCKETT PE

Civil Engineer

Solving problems is at the heart of what Zackary Hockett does each day, and in his short time with the firm, he has already impressed peers and clients alike with his positive attitude and willingness to go above and beyond to seek answers. It's these skills, along with a strong foundational knowledge of industry practices that make Zack a huge asset to any project he is on.

Bringing his talents to Blair, Church & Flynn, Zack has had experience working with local municipalities on a variety of projects ranging from drainage and storm-water to site improvement projects. His responsibilities have included everything from procurement, sub-contracting, contract management, stakeholder coordination and communication through project completion.

OFFICE LOCATION

Clovis, California

PROJECT EXPERIENCE

Fresno Southeast Police Substation | Fresno, CA

City of Fresno

10,280 SF, Design-Bid-Build Delivery, \$6 Million Total Project Cost

Civil Engineer. Zach was a Civil Engineer and part of the design team for a new 10,000 SF police substation in Southeast Fresno. Responsibilities included on-site and off-site civil design, including grading, required utilities, on-site lighting, landscaping and concrete work.

Selma Police Station | Selma, CA

City of Selma

20,000 SF, Design-Bid-Build Delivery, \$4 Million Total Project Cost

Civil Engineer. Zach was a Civil Engineer and part of the design team for a new, 20,000 SF, two story building that will include a training room, evidence storage, dispatch center, and booking and holding cells. Responsible for civil engineering services associated with the site's development including topographic land surveying, comprehensive site grading and drainage, parking facilities, municipal sewer and water services, as well as off-site roadway improvements.

New South Wales Parliament House Expansion | Sydney, Australia*

NSW Public Works

7,000 SF, Design-Bid-Build Delivery, \$4 Million Approximate Total Project Cost

Project Engineer. Zach was the Project Engineer for the construction of a 7,000 sq. ft. building addition and expansion of the NSW Parliament House, which essentially added a new level to the top of the already existing building. His responsibilities included coordination of all contractors, reviewing and overseeing change orders and RFIs, maintaining budget and schedules, as well as coordination with client representatives.

2 industry years in California

6 Industry years Overall

Team member since 1999

EDUCATION

B.S. in Civil and Environmental Engineering, University of California, Davis, 2010

M.S. Civil and Environmental Engineering, University of California, Davis, 2011

LICENSES/CERTIFICATIONS

2017, Civil Engineer

State of California No. C87218

TECHNICAL EXPERTISE

Public Use Facilities

ADA Compliant Design

Grading and Drainage

Underground Utilities

Parking Lots

Transportation and Roadways

REFERENCES

Debra Bernard

Project Manager

City of Fresno Public Works, Facilities Management Division

559-621-1201

debra.bernard@fresno.gov

Richard Wood, AIA

Architect - Capital Projects Division
County of Fresno, Department of

Public Works & Planning

559-600-4478

rwood@co.fresno.ca.us

James Taubert

Executive Director

Madera Redevelopment Agency

559-661-5110

jtaubert@cityofmadera.org



LAWRENCE E. JONES SE, LEED AP BD+C

Vice President / Principal

Larry Jones, a Vice President and Engineering Manager with Buehler & Buehler Structural Engineers, Inc., has dedicated his career to the structural design and renovation of new and existing structures adding energy and passion to the design team. Mr. Jones' recent focus has been on public facilities projects for several state and municipal agencies. Throughout Mr. Jones' 36 year career with B&B, he has been instrumental in the development of our in-house technical infrastructure including design standards, reference library, typical details and quality control programs. He is a member of SEAOC, and was a technical presenter at the 2007 SEAOC Convention and the 2007 ASCE Structural Engineers Institute Awards Program. In addition, Mr. Jones served on the SEAOC Existing Building Committee, the State Building Code Committee and is on-call to the State of California as a Disaster Service Volunteer since the 1989 Loma Prieta Earthquake.

OFFICE LOCATION

Sacramento, CA

PROJECT EXPERIENCE

City of Napa Public Safety Building | Napa, California

City of Napa

Delivery Method: Design/Build, Construction Cost: \$75 million

Principal for new design build, four-story building with approximately 130,000 square feet of space, including an 18,000- to 24,000-square-foot expansion space on the fourth floor.

Placer County Government Center | Auburn, California

Placer County

Delivery Method: Design/Bid/Build, Construction Cost: \$22 million

Principal for new design bid build, two-story building with approximately 97,400 square feet of space. The new center houses five county departments.

Solano County Government Center | Fairfield, California

Solano County

Delivery Method: Design/Build, Construction Cost: \$80 million

Principal for new design build facility with 3 buildings: a 6- story, 300,000 sf administration center, a 45,000 sf. probation building, and a 1,000 vehicle parking structure.

CHP Headquarters Building | Sacramento, CA

California Highway Patrol

Delivery Method: Design/Bid/Build, Construction Cost: \$43 million

Principal for new design bid build LEED Silver certified facility with a two-story structure and 305,000 sf. of space. Services also included the renovation design of 2 existing buildings.

36 County of Mono | Civic Center Building

36 industry years in California
36 Industry years Overall
Team member since 1982

EDUCATION

Bachelor of Science
Civil Engineering
University of California, Davis

LICENSES/CERTIFICATIONS

Registered Civil Engineer, California,
39645

Registered Structural Engineer,
California, 3138.

REFERENCES

Tom Camden

Preconstruction Project Manager
Sundt Construction
916.830.8000
tcamden@sundt.com

Loangle Newsom

Principal/Architect
Calpo Hom & Dong Architects
916.446.7741
oangle@chdarchitects.com

Carl Barrett

President
Otto Construction
916.441.6870
cbarrett@ottoconstruction.com



ANTHONY COLACCHIA PE

Principal in Charge - Mechanical/Plumbing

26 industry years in California
26 Industry years Overall
Team member since 1992

As a Principal and Team Leader of Capital’s Civic and Criminal Justice teams, Anthony provides day-to-day “hands-on” design and management for the mechanical engineering design team including supervision and management of engineering, documentation, calculations, modeling and general project administration.

EDUCATION

Bachelor of Science
Mechanical Engineering
California State Polytechnic
University, San Luis Obispo

Mr. Colacchia has worked on a wide variety of civic facilities for the federal government, state, cities, counties, and the California court system. He holds extensive experience with large central heating and cooling plants, built-up air-handling systems, sustainable and energy efficient design, hydronic systems, prison and laboratory design.

LICENSES/CERTIFICATIONS

Professional Engineer, CA, M29743

OFFICE LOCATION

11020 Sun Center Drive #100, Rancho Cordova, CA 95670

PROJECT EXPERIENCE

Placer County Community Development Resource Center| Auburn, CA

Placer County

97,400 sf, \$16,900,000 budget, LEED Silver Certification]

The majority of the building’s office spaces are served via an underfloor supply air plenum, distributing air into the space through high-induction floor diffusers. The design exceeded Title 24 efficiency standards in excessive of 44% energy savings, earning the prestigious Savings By Design highest performance building award.

State Office Buildings 8 & 9 | Sacramento, CA

State of California

632,000 sf, \$95,000,000 budget, LEED Gold Certification]

Renovations of these two 18 floor towers with 632,000 SF of office space that included the implementation of new mechanical and electrical systems, structural upgrades, efficiency renovations, code requirement upgrades, and shell repairs. A 12,000 SF addition provided a secured lobby and checkpoint for both buildings.

State of California Franchise Tax Board| Sacramento, CA

State of California

2,000,000 sf, \$200,000,000 Budget, LEED Gold Certification,

Capital led the design and commissioning of the central heating and cooling plant and energy management system providing 4,400 tons of cooling and 30,000,000 Btu/h heating capacity for the 2,000,000 SF complex. Additionally, the plant capacity was designed for anticipated future growth up to another 500,000 SF office space.

REFERENCES

Patricia Hill Thomas

Chief Operations Officer
Stanislaus County
209-525-6333
thomasp@stancounty.com

Bill Lardner

Director
Placer County Dept. of Facilities
530-886-4900
blardner@placer.ca.gov

Kanon Artiche

County Architect
Solano Dept. of General Services
707-784-7908
kartiche@solanocounty.com



KEVIN STILLMAN PE, LEED AP

Principal - Project Manager - Mechanical/Plumbing

Mr. Stillman has served as Mechanical Engineer and Project Manager since joining the Capital team in 2002. His responsibilities include in-depth, day-to-day project management for the mechanical engineering design team, design concept development, engineering and documentation management and complete project administration. Mr. Stillman has extensive experience successfully delivering projects for City, County and State entities.

OFFICE LOCATION

Rancho Cordova, CA 95670

PROJECT EXPERIENCE

SMUD Headquarters Building | Sacramento CA

Sacramento Municipal Utility District

65,000 sf, \$41,000,000, LEED Gold Targeted,

The SMUD Headquarters Building is a 166,000 SF, multi-story office building, constructed circa 1961. A National Register of Historic Places, the building will use an active chilled beam system, paired with perimeter fin-tube heating to minimize the use of air as a thermal energy transport medium to attain the efficiency goals.

County Office Building and Corporate Yard | Sacramento, CA

Sacramento Regional County Sanitation District

179,000 sf, \$51,000,000, LEED Gold Certification

The new County Sanitation District Administration Center and Corporation Yard is a 2-story, 136,000 SF office building, a 40,000 SF warehouse, a 3,900 SF central plant, and a 12-acre corporation yard. Extensive conservation measures include louvered skylights, exterior sunshades, underfloor air distribution, high efficiency lighting integrated, and 100 kW photovoltaics located on the warehouse roof.

Department of Motor Vehicles HQ | Sacramento, CA

State of California, Department of Motor Vehicles

552,991sf, \$120,000,000, LEED Silver, Central Valley AIA Citation Award

Multiphase renovation of DMV's 552,991 SF Sacramento headquarters with a new energy-efficient mechanical systems, LED lighting, the new steam and chilled water stand-alone central plant, and a 475 kW photovoltaic system situated on the building's roof. All work was performed at full occupancy without compromising work environment functionality.

16 industry years in California
18 Industry years Overall
Team member since 2002

EDUCATION

Bachelor of Science
Mechanical Engineering
California State Polytechnic
University, San Luis Obispo

LICENSES/CERTIFICATIONS

Professional Engineer, CA, M33498
LEED Accredited Professional

REFERENCES

Nik Karlsson

Capital Outlay Program Manager
California Dept. of General Services
916-376-1692
Nik.Karlsson@dgs.ca.gov

Jeff Naleway

Associate Mechanical Engineer
Sacramento County Architectural
Division Services
916-247-4970
nalewayj@saccounty.net

Jon Koster

Senior Project Manager
Judicial Council of California
916-643-4671
john.koster@jud.ca.gov



SCOTT D. WHEELER, PE, LEED AP

Principal Project Engineer

Scott has served as Principal in Charge/Project Engineer for a variety of projects ranging from small tenant improvements and renovations to new construction of large multi-million dollar projects. With twenty-five years of design experience, he continues to expand his knowledge and skills in the areas of electrical, life safety, lighting and power distribution system design through his work on a variety of civic, commercial office, university/school, healthcare and data center / server room projects.

As Principal Project Engineer, Scott's responsibilities would include full electrical engineering for the project, including spec writing, development of working drawings, and the management and coordination of the in-house design team. In addition to leading the electrical design team he would also as serve as the main public interface for the project.

OFFICE LOCATION

1125 High Street, Auburn, CA 95603

PROJECT EXPERIENCE

South Placer County Santucci Justice Center Courthouse | Roseville, CA

Placer County

110,000 SF | Design-Bid-Build | \$36M

New two-story courtroom building with basement and on-grade parking, including nine courtrooms, judicial chambers, conference rooms, private and open offices, file areas, building security areas/offices, cells, MDF and IDF facilities.

Yolo County Woodland Courthouse | Woodland, CA

Administrative Office of the Courts

163,060 SF | Design-Bid-Build | \$161M

New courthouse facility incorporating fourteen courtrooms, judicial chambers, conference rooms, private offices, open offices, file areas, building security areas/offices, cells, MDF and IDF facilities and multiple public spaces/areas. LEED Gold Certification is pending.

San Joaquin County Administration Building | Stockton, CA

County of San Joaquin

250,000 SF | Design-Bid-Build | \$106M

New six-story office building, including lobbies, private offices, open offices, 200-seat board chambers, conference rooms, media rooms, training rooms, break rooms, mailroom, server room, MDF and IDF facilities, coffee/copy areas, loading dock, maintenance, storage and one level of below grade parking. Awarded LEED Gold Certification

25 industry years in California
25 Industry years Overall
Team member since 1994

EDUCATION

Bachelor of Science
Electrical Engineering
California Polytechnic State
University, San Luis Obispo

LICENSES/CERTIFICATIONS

Registered Engineer, CA, E15491
LEED AP, U.S. Green Building Council

REFERENCES

Rob Unholz

Capital Improvement Manager
Placer County
530.886.4946
runholz@placer.ca.gov

Dave Clinchy

Director Facilities Planning &
Construction
Los Rios Community College District
916.856.3400
clinchd@losrios.edu

Paul Palmer

Director Planning & Construction
Natomas Joint Union High School
District
530.273.3351
ppalmer@njuhsd.com

MARK LEE

Preconstruction Manager

With over 33 years of experience, Mark has successfully managed the design process on a wide variety of projects throughout California—including many OSHPD projects. Mark has gained preconstruction experience working on multiple large and small projects that included responsibility for conceptual estimates based on very little information to large GMP based proposals. He is well versed in square foot cost modeling, unit pricing estimating and hard bid comprehensive takeoff based proposals. He works well with engineers to monitor the design and ensure that the initial budgets are maintained, providing Value Engineering suggestions and alternative design approaches all the way from initial bid to 100% CD documentation.

OFFICE LOCATION

Sacramento, CA

PROJECT EXPERIENCE

Attorney General Building | Sacramento, CA

Opus West

18-Story Design Build Office Building for the State of California
Preconstruction Manager—Facilitate coordinate and pricing activities with the design and construction teams; Value Analysis; Code Review.

CSU Eastbay Warren Hall | Hayward, CA

Sundt Construction

Four-Story design build, mixed-use facility on the CSU East Bay campus. Preconstruction Manager—Facilitate coordinate and pricing activities with the design and construction teams; Value Analysis; Code Review.

UC Davis Tercero III | Davis, CA

Sundt Construction

Design build student housing facilities on the UC Davis campus, LEED Platinum Preconstruction Manager—Facilitate coordinate and pricing activities with the design and construction teams; Value Analysis; Code Review.

California Health Care Facility | Stockton, CA

Hensel Phelps

Design build correctional facility, normal and emergency power, LEED Silver
Preconstruction Manager—Facilitate coordinate and pricing activities with the design and construction teams; Value Analysis; Code Review.

33 industry years in California
33 Industry years Overall
Team member since 2009

EDUCATION

Apprentice
Western Electrical Contractors

REFERENCES

Cromwel Burgos Preconstruction

Director McCarthy Building Co.
(916) 786-3833
cburgos@mccarthy.com

Dylan Rogers

Estimator
Sundt Construction
(916) 830-8006
dgrgers@sundt.com

Randy Gunn

Senior Estimator
Layton Construction
(801) 563-3528
rgunn@laytonconstruction.com



ALEX KARASTANOV

Project Manager

Alex has been involved with many of Bergelectric’s most high-profile projects in the NorCal region. He started with Bergelectric in 2010 as an assistant project manager and quickly moved his way up to project manager. Mark’s list of successful projects includes the ORTC Operational Readiness Complex and the Rideout Memorial Hospital.

OFFICE LOCATION

Sacramento, CA

PROJECT EXPERIENCE

ORTC Operation Readiness Training Complex | Fort Hunter Ligger Jolon, CA Sauer, Inc.

Design build, nine-buildings including two office buildings.

Project Manager—Oversees project budget, project schedule development, coordinates with construction and design team, develops manpower loading schedules, oversees the document control plan.

Mule Creek Infill Complex | Ione, CA

Hensel Phelps

Design Build, 544,000-s.f. correctional facility with 23 individual buildings.

Project Manager—Oversees project budgets, project schedule development, coordinates with construction and design team, develops manpower loading schedules, oversees the document control plan.

UC Davis Tercero III | Davis, CA

Sundt Construction

Design build student housing facilities on the UC Davis campus, LEED Platinum

Project Manager—Oversees project budgets, project schedule development, coordinates with construction and design team, develops manpower loading schedules, oversees the document control plan.

California Health Care Facility | Stockton, CA

Hensel Phelps

Design build correctional facility, normal and emergency power, LEED Silver

Project Manager—Oversees project budget, project schedule development, coordinates with construction and design team, develops manpower loading schedules, oversees the document control plan.

18 industry years in California
18 Industry years Overall
Team member since 2010

EDUCATION

Bachelor of Science
Project Management and
Administration

Associate of Science
Computer Drafting and Design

LICENSES/CERTIFICATIONS

WECA Apprenticeship Graduate

Quality Management Certificate

OSHA 30-Hour

CA General Electrician License

LEED Green Associate Certified

REFERENCES

Zach Miner

Senior Project Manager/PE
NorthStar Construction &
Engineering, Inc.
(530) 673-7062
zach@northstarconstruction.biz

Wendy Andreotti

Project Manager
Hensel Phelps
(209) 294-1000
wandreotti@henselphelps.com

Charles M. Haag

Senior Project Manager
Sauer, Inc.
(910) 263-3381
chaag@sauer-inc.com

DEAN OLTJENBRUNS

Superintendent

Dean Oltjenbruns brings a strong background working in the heavy industrial, industrial, and commercial electrical trade. His experience has involved managing crews of up to 70 electricians. Dean's experience ranges from 4-20ma controls to 138kv substation. He has worked with motor control centers from Allen Bradley, General Electrical, Siemens, and Westinghouse. He also has experience with A.B.B. Foxboro and Allen Bradley PLCs. Dean has a great range of knowledge with Class A and Class B fire alarm systems and hazardous installations. He has an extensive range of estimating experience in both commercial and heavy industrial installations.

OFFICE LOCATION

Sacramento, CA

PROJECT EXPERIENCE

CSU Chico Student Services | Chico, CA

California State University, Chico

122,000-s.f Student Services Center and Administration building, LEED Silver

Superintendent—Oversees construction team, document review, management of specialty contractors, quality control, management of the construction schedule, attends project coordination meetings.

Mule Creek Infill Complex | Ione, CA

Hensel Phelps

Design Build, 544,000-s.f. correctional facility with 23 individual buildings.

Superintendent—Oversees construction team, document review, management of specialty contractors, quality control, management of the construction schedule, attends project coordination meetings.

UC Davis Tercero III | Davis, CA

Sundt Construction

Design build student housing facilities on the UC Davis campus, LEED Platinum

Superintendent—Oversees construction team, document review, management of specialty contractors, quality control, management of the construction schedule, attends project coordination meetings.

California Health Care Facility | Stockton, CA

Hensel Phelps

Design build correctional facility, normal and emergency power, LEED Silver

Superintendent—Oversees construction team, document review, management of specialty contractors, quality control, management of the construction schedule, attends project coordination meetings.

18 industry years in California
29 Industry years Overall
Team member since 2003

EDUCATION

Apprentice

Associated Builders & Contractors

LICENSES/CERTIFICATIONS

JW Licenses in CA, OR, ID, MA, WA and WY

REFERENCES

Jeff Wellenstein

Project Manager

Hensel Phelps

(916) 417-2959

jwellenstein@henselphelps.com

Chris Wilson

Senior Project Manager

Gilbane

(916) 284-4126

cwilson@gilbaneco.com

Kesi Sekhon

Project Manager

Kitchell

(916) 943-6100

ksekhon@kitchell.com



TODD ALVERSON

Project Manager/Estimator

Mr. Alverson has been in the industry for over 20 years, working from trade apprentice to Operations Manager. He will take the role a lead project manager on the Mono County Civic Center project to insure every aspect of Div 15 Tech's work is done in an effect and professional manner.

OFFICE LOCATION

Rancho Cordova, CA

PROJECT EXPERIENCE

Stanislaus County REACT Center | Modesto, CA

County of Stanislaus

\$2,500,000, HVAC and piping project, new construction

Mr. Alverson managed this project from start to finish, assisting in the overall design and coordination process, BIM modeling and management of the office and field staff. Todd was also responsible for quality control and overall constructability for Div 15 Tech's scope of work.

Crown College Residence Hall | Santa Cruz, CA

University of California, Santa Cruz

\$6,600,000, Pluming and mechanical renovation of eight, three-story buildings

Mr. Alverson is the lead project manager on this project, responsible for all aspects of construction from staff supervision to change orders, RFIs, BIM coordination and design assist. In addition, Todd also was the lead plumbing & piping estimator during the bid process and assisted in the final design.

CMF Vacaville HCFIP | Vacaville, CA

California Department of Corrections and Rehabilitation

\$3,000,000, HVAC and piping project consisting of two new one-story buildings and retrofit of one three-story building.

Todd assumed the position of project manager on this project soon as it kicked off, after being the lead estimator for the hydronic piping scope. He is responsible for all administrative and managerial tasks on this project as well as oversight and supervision of its team.

VSP | Folsom, CA

VSP Optical

\$12,000,000, plumbing, mechanical, electrical retrofit of 75,000 SF facility

Mr. Alverson was the lead design coordinator on this project, working with a team of engineers during the design phase, the lead estimator during the bid process and Multi-Trade Project Manager during the construction phase, in total nearly a 2-year process.

22 industry years in California
22 Industry years Overall
Team member since 2015

EDUCATION

Associates of Arts

Construction Management - PHCC

ITT Technical Institute

REFERENCES

Steve Kuhs

President

Maloney & Bell Construction

(916) 687-8779

kuhs@maloneyandbell.com

Matt Brinkman

Project Manager

Swinerton Builders

(408) 422-0186

mbrinkman@swinerton.com

Rick Bruining

Project Executive

Roebbelen Contracting, Inc.

(916) 939-8350

rickbr@roebbelen.com



MIKE STEFANI

Senior Project Manager

33 industry years in California
33 Industry years Overall
Team member since 2015

Mr. Stefani draws on his 30+ years of experience in the structural steel industry to lead our management team. He brings first-hand experience with all phases of the steel erecting process. As Senior Project Manager, he will be responsible for the following: coordinating detailing, submittals, sequencing & overview of inspections, preparing and maintaining project schedules, reviewing design & shop drawings, reviewing all Requests for Information (RFI's) and design changes for possible added contract scope, providing Change Order estimates & logging requests, and communicating between all parties.

OFFICE LOCATION

Oakdale, CA

PROJECT EXPERIENCE

VMware Phase 4 CSG & HTG Buildings | Palo Alto, CA

VMware, Inc.

186,000 SF, Hard Bid, \$6,225,676

Project Manager: New Construction of two 2-story buildings totaling 186,000 SF to be used as office space, and providing food and exercise facilities for employees. LEED Certification in progress.

Vantage V6 Core and Shell | Santa Clara, CA

Vantage Data Services

32,200 SF, Hard Bid, \$1,245,397

Project Manager: New construction of a 2-story steel frame facility on the largest LEED Platinum Certified data center campus in North America.

Valero Benicia Refinery | Benicia, CA

Valero

63,700 SF, Hard Bid, \$3,705,350

Project Manager: Construction of two new steel-framed buildings, adding a 2-story Maintenance Facility with offices and single story Testing Lab for Valero Refinery.

San Mateo Regional Operations Center (ROC) | Redwood City, CA

County of San Mateo

37,000 SF, Hard Bid, \$1,780,756

Project Manager: New Construction - 2 Story, LEED Silver Certified, ROC building built to withstand violent shaking from an earthquake.

REFERENCES

Jay Swem

Plant Manager
The Herrick Corporation
(951) 522-3734
jays@herricksteel.com

Steve Wakamatsu

Vice President of Field Operations
Schuff Steel
(925) 724-8525
steve.wakamatsu@schuff.com

Tim Arnold

General Manager
Romak Iron
(707) 310-0074
tarnold@romak.com



22 industry years in California
22 Industry years Overall
Team member since 2002

EDUCATION

Bachelor of Science
 Civil Engineering
 California State Polytechnic
 University, Pomona

LICENSES/CERTIFICATIONS

Professional Engineer
 California Civil Engineer
 License 87395

ANUAR QUIROZ

Superintendent

Mr. Quiroz has been a member of Local 378 of the International Ironworkers Association since 2000. He has successfully completed testing and been certified as a welder by AWS accredited inspectors since 1995. His qualifications include welding with FCAW, SMAW, and GMAW filler metals on steel, light gage decking, piping materials, studs, and rebar, to name a few. He is qualified for all positions, will oversee the Field Foreman and crew, and maintain communication with all parties including General Contractor, Fabricator and Quality Control Manager.

OFFICE LOCATION

Escalon, CA

PROJECT EXPERIENCE

Hillsdale Mall Shopping Center | San Mateo, CA

County of Santa Clara

291,000 SF, Hard Bid, \$4,975,542

Superintendent: 3,200 tons of steel, LEED Certified project consisting of: (1) two-story building, (3) three-story buildings, and (1) four-story building, structural steel and stairs, a retail bridge over 31st Avenue connecting the existing mall to the new retail facilities.

TIDE Academy | Menlo Park, CA

Sequoia Unified High School District

44,000 SF, Hard Bid, \$3,158, 227

Superintendent: New Construction of a state-of-the-art 4-story public school building using 200 ton and 75 ton hydraulic cranes.

VMware Phase 4 CSG & HTG Buildings | Palo Alto, CA

VMware, Inc.

186,000 SF, Hard Bid, \$6,225,676

Superintendent: New Construction of two 2-story buildings totaling 186,000 SF to be used as office space, and providing food and exercise facilities for employees. LEED Certification in progress.

Vantage V5 Data Center | Santa Clara, CA

Vantage Data Services

110,000 SF, Hard Bid, \$1,223,700

Superintendent: New construction of a 4-story steel frame facility on the largest LEED Platinum Certified data center campus in North America.

REFERENCES

Ryan Lima
 Superintendent
 California Erectors
 (707) 974-5770

Jim Serpa
 Superintendent
 Overaa Construction
 (510) 719-0445

Salvador Perez
 Superintendent
 The Herrick Corporation
 (925) 580-6284



DESIGN EXCELLENCE

General approach to working together as a member of an integrated project team to maintain budget, schedule and quality of project.

For the Roebbelen/Nacht & Lewis team, design, constructability, quality control, schedule management and cost management forms an integrated delivery approach. They are not treated as separate endeavors but are implemented continually throughout the project to achieve superior results in terms of accuracy, completeness, affordability, and overall value to Mono County and the Town of Mammoth Lakes.

The foundation of our quality control system is staffing your project with knowledgeable staff who understand civic architecture and construction, as well as high altitude environments. These staff have expertise in your project needs and climate requirements and therefore can understand the adjacency and massing concepts included in the RFP and how to advance this solution forward to completion. Informed decisions made early in the delivery process prevent changes later in the process that might compromise quality, owner operations, or building efficiency.

Our team approach to scheduling goes beyond milestones and deliverables. We focus on development of a comprehensive Work Plan from design to construction that identifies the decisions and information that is necessary for the Team to achieve the project goal and objectives. This work plan is collaboratively created by all major project stakeholders including designers, builders, consultants, and owner's representatives at the beginning of each phase of work, utilizing pull-planning scheduling to develop the approach by identifying key decisions, data and commitments for the entire team. The work plans are integrated into a project master schedule that identifies

major required milestones, meetings, and submittals. The detailed tasks identified in the Work Plan are distributed to the appropriate team members via our online project management system to allow for daily monitoring of progress. The development of detailed, collaborative work plans provides the framework for managing an integrated design-build team as well as addressing effective recovery plans based on the linkages and commitments that have been made by the team.

Describe your approach to target value design and how you will assure design and costs are in alignment throughout the duration of the design process.

Both Nacht & Lewis and Roebbelen specialize in satisfying institutional project budgets. Cost management is a continuous, collaborative effort involving the design team, contractor, and the estimator with input from individual sub-contractors and suppliers. Our strategy also involves proactively establishing budgets for each trade early and working with individual trades to meet those targets, while also providing options including the pros and cons of each. Value-based decisions occur throughout the course of the project. The cost estimator works with subs and suppliers to determine the cost of systems, products, and finishes, providing the Design Build Team with costs which are then weighed against long term cost considerations, durability, maintenance, and overall value. In addition, cost changes are communicated at each team meeting along with potential value options that are investigated, evaluated and designed if deemed worthwhile. Our internal value engineering efforts continually focus on the best value for our clients that exceed their needs within established budgets.

Our team will also look at ways to innovate the

design considering alternate approaches that will not compromise the needs of users. For example, the original design solutions shows a flat site even though the change in elevation is about 17 feet. We must at least study a stepped or terraced design that limits required excavation, provides entries on multiple levels, and takes advantage of natural slopes in order to sheet drain the site. This could be done while still providing a central lobby serving all levels. Additionally, adjusting the building location on the site may avoid the relocation of some utilities, allowing more of the budget to go towards finishes, amenities, or building area. We will also explore the benefits of modular construction on the budget and schedule.

A general discussion of the approach to systems design evaluation and selection.

The strategy for systems design evaluation and selection varies for each project type, mission, and climate. For the Mammoth Lakes Civic Center Building, the high altitude location must be a primary consideration. Due to the likelihood of heavy snow in winter, rooftop mechanical systems must be avoided. The mission of the civic center is to provide various access points around the perimeter for the public and staff, and mechanical yard is not desirable; this means that systems which can be located in internal mechanical rooms or attics is a requirement. This is an important civic building which must remain operational to serve the community, building systems must be dependable and easy to maintain.

All wet systems such as plumbing and sprinklers need to account for freezing conditions. These systems should all be protected, ideally located in conditioned portions of the building. Where they are exposed to the natural environment, they must be well insulated.

Snow also drives detailing of walls, roofs, and openings. For example, ADA requires flatwork at entries to be within ¼ inch of building finish floor, and because snow builds up along exterior walls increasing the likelihood of water intrusion, entries should be covered and ground floor walls may be constructed over concrete curbs or bases. Furthermore, even with well-designed flatwork, freeze-thaw has a tendency to lift the concrete and any finishes it touches when that occurs. This is another benefit of concrete around the perimeter base; it allows finishes to be raised above plazas and walks.

Proper site drainage is important for avoiding ponding and freeze-thaw. Reliance on storm drains at high

altitudes is not wise since they can freeze over causing water to pond and freeze or worse, redirecting water under roads and walks which results in freeze-thaw. As mentioned before, freeze-thaw not only destroys finishes but the lift it causes may impact the slope of walkways or even create steps at joint lines- both of which may violate ADA requirements. Ideally, drainage occurs above ground in vegetated bio-swales, and the natural slope of the site is respected which increases the likelihood that water intrusion into the building our under flatwork is managed properly.

Roofs in snow country must either be designed to hold snow or shed it. The concept shown in the RFP shows a roof that sheds snow, therefore careful consideration is required to ensure that snow does not fall on occupants of the building. Roofs and entry canopies should be arranged to drop snow and rain into safe zones; entry for occupants should occur on the rake side of the roof slope. Gutters are not appropriate in snow country since they can be torn off by a heavy build-up of snow.

Another consideration of roof design at high altitudes is the flashing at roof edges, eaves, penetrations, and clerestory windows to ensure there is no water intrusion even when snow builds up. Of particular concern is the attic ventilation requirements of the California Building Code - Section 1203. Typical roof venting or mechanical ventilators that would be used at lower elevations cannot be used in snow country. This impacts either eave design (maximizing venting under eaves) or can be resolved with the interior ceiling design to ensure that proper ventilation is provided to avoid condensation, leaking, and the resulting damage.

A general discussion of approach to finishes in a high-altitude environment.

High altitude conditions can be harsh on finishes. Exterior finishes must be capable of withstanding extreme conditions: freezing conditions in winter and grueling sun exposure during the summer. As mentioned previously, freeze-thaw can easily damage materials and break connections to the building if not properly designed. While exterior walls should be detailed to limit water intrusion, building finishes must be able to withstand the stress of freeze-thaw when water intrusion does occur; this is especially important at lower portions of the building where snow build-up occurs. Therefore, systems with mechanical connections which allow for the ability

to adjust without failing are desirable; systems that rely on adhesives and rigid connections should be avoided. Cementitious panel siding (Hardie Board siding) should be avoided at lower elevations; the RFP states Hardie Board siding is not allowed at all, however, in order to increase the architectural palette, the County may consider allowing the use of this material above 12 feet. A stone base should be considered for at least the lowest 4 feet of the building. In addition, we will explore the use of moisture-inhibiting admixtures in concrete to avoid the potential of efflorescence.

The high altitude climate and the limited time for maintenance should also be a consideration. We would suggest avoiding finishes that require frequent maintenance. Stained cedar siding is beautiful but requires a commitment to re-finish at least every two years. This is also why cementitious panel siding or pre-finished metal siding above 12 feet may be appropriate in appearance, accounts for the harsh conditions, and is low maintenance. Limited use of stucco is also consistent with the surrounding architecture and the Town of Mammoth Design Standards. Brick, veneer brick, or slate is an option that would draw inspiration from materials used on the adjacent courthouse. Solid wood, heavy timber design for columns, roof/canopy framing, and trim can be used if detailed and finished properly. If the budget and schedule allows, pre-cast concrete panels with a wood-look appearance would look appropriate and provide for a durable, low maintenance finish. For the most part, the building is long, straight, and narrow and may need to be modular for economy; ideally the exterior elevations can be broken up by a wide variety of finishes and minor steps and reveals in the façade.

The RFP expects a standing seam metal roof but a high profile composition asphalt shingle roof can be warrantied for 50 years, is more affordable, and comes in a wide variety of profiles and colors to accentuate High Sierra design.

The RFP suggests stained concrete flooring at lobbies, but stone or porcelain tile at lobbies is ideal for a durable, cleanable floor treatment. However, slip resistance is a consideration so highly polished finishes should be avoided near entries. Inside staff areas, carpet tile is recommended for comfort and acoustics. Carpet tile can easily be replaced if it is damaged or soiled. Additional flooring finishes may be considered if a radiant heat floor system is used.

Approach to the use of BIM within your team and its application to this project.

The design team uses Revit to virtually “build” projects. Generating the primary building systems in Revit and testing them with Navisworks, results in those systems being integrated, coordinated and complete. Throughout design we continually test and examine the components of the project using the virtualization capabilities and parametric database of Revit to achieve the highest level of quality control possible. Additionally, we use the latest “virtualization” software to perform design “walkthroughs” to ensure that the components fit together correctly while fulfilling your functional needs.

Our virtual building model in Revit is structured from the beginning to integrate with the BIM system which is then used to facilitate construction. The holistic approach results in a coordinated project from idea to occupancy. Quality control is a layered undertaking within the Design-Build team; we augment the virtual building/clash detection systems with formal Quality Control Standards, comprehensive checklists and internal peer reviews at all stages of the project. This disciplined, multi-layer QC approach involving designers, builders, and product/system specialists results in a functional project that complies with all client needs and streamlines the entire delivery process.

Approach to energy-efficiency in the building(s) and exterior spaces.

Passive solar approaches to building design are key to energy efficiency. Climate and building orientation are important considerations in the selection of exterior envelope construction, the amount of insulation, and window openings. Ideally, entries are protected from snow and rain during inclement weather, but also allow the sun to warm the building in cooler months. Glass curtain wall orientation can allow for solar intrusion at colder times of the day but reflect it in the afternoon. In addition, proper window treatments such as filtered Mechoshades, when used in concert with exterior sun shading strategies, allow staff the flexibility to block the sun on warm days and allow warm sunlight in on cooler days.

Radiant heat flooring could be an efficient means to warm the building. Heat rising from the floor is a comfortable way to warm occupants while avoiding drafts created by mechanical ventilation. Likewise, the ability to deliver

cool air at low velocities from the ceiling is the best way to create an enjoyable environment in warmer months. Even though the outside temperatures are often frigid in Mammoth Lakes, the sheer density of this building use may result in a load dominated building, meaning that the occupants and equipment often generate enough heat to require cooling even on cold days. An efficient HVAC design would warm the building before occupants arrive, circulate the warm area generated by staff and equipment later in the morning, and then cool the building as required.

The south side of the building will be the warmest and most comfortable area for occupants to enjoy during the winter. Snow will likely build up on the north side during the winter which needs to be a consideration when locating entries and exterior uses. In summer, occupants will choose to seek shelter on shaded north side of the building. The ability to leverage both sides of the exterior for usable functions would be ideal, and this may impact break areas and entry designs.

The wind is primarily from the west with wind frequently from the south. Wind seldom blows from the north or east. Since micro-climates exist in all climates, this specific site should be tested to confirm primary wind directions. Consideration of wind direction should drive building configuration and building access relative to snow build-up, slopes of roofs, roof finish, and area available for snow to drop.

General Approach to Delivery of Design Excellence

Per the RFP, the County of Mono specifically does not want to see fully developed designs as part of the RFP response. However, part of our due diligence must be to further examine departmental adjacencies, conceptual building plans, stacking, building placement on the site, and site master planning in order provide the County with an informed proposal. Based on this analysis, we believe the following are opportunities to explore in the design phase to follow:

Stepping The Site

The HMC solution shows a flat solution over the length of the site even though the site slopes about 17 feet. A stepped or terraced building would provide efficiencies relative to site development while respecting the existing site topography. The building would still be ADA compliant and be properly served by the Phase 1 elevator.

Site Sheet Draining

Flat designs over great distances typically must rely on underground storm systems to maintain an average elevation, which are not ideal in high altitude environments. Stepping/terracing the building would allow for an efficient above-ground site drainage solution. Landscaped swales along the site perimeter and between parking and the building allow for efficient sheet draining as well as a safe place for snow to fall and/or to be stored until it melts or can be removed.

Water Main

We believe we can adjust the building south so that it does not conflict with the water main. The swales mentioned previously could be strategically located to follow the water line and provide access to it in the future.

Overhead Utility Line Relocation

We have provided a public utility consultant on our team with specialized experience working with Southern California Edison to ensure proper planning and to expedite the schedule. At first, we will investigate whether undergrounding the utilities is a requirement based on Rule 20. In parallel, we will design for the Rule 15 service connection.

Multi-Purpose Training/Conference Center

The Training Room/Group Therapy space could be connected to two Small Conference Rooms with removable walls which open to create a 1,920 sf space that could be used for Board of Supervisor's meetings and other large gatherings. The Medium Conference room could be kept separate but adjacent to allow for closed/private Board discussions. This could serve as the interim chamber area until Phase 2 is constructed. This space would still be available for public health services during the day, located adjacent to those departments.

Entries on Multiple Levels

Typically high volume areas of a building are placed on the ground floor or can be easily accessed from the exterior on that level so that elevators are not taxed. A stepped building may provide the opportunity to provide convenient access to the multi-story lobby on both levels of Phase 1, providing efficient access and exiting from the multi-purpose Training/Conference Center. This space could be located in a "public" area of the building, while other portions of the building could be closed to the public after hours.

Clerestories

High windows above the lower roof can be leveraged to bring daylight into interior spaces on the second floor. Consideration should be given to the direction the clerestories face. Although north facing light has the best quality, snow shaded by the step in the roof could keep snow from melting and lead to excessive build-up. Windows facing south could be managed with overhangs that shade windows in summer and allow sunlight to enter in the winter; snow at south facing windows would also melt sooner. The intent is for the roof to be primarily south facing.

Windows in All Offices

The plan should be arranged to place all offices along the perimeter to provide daylight and views to those spaces. Groupings of cubicles, reception areas, and lobbies should also be arranged with access to windows. Storage/supply/records rooms, copy centers, libraries, and other spaces that are not continuously occupied should be placed in the middle of the building envelope.

Modular Design

A modular design that allows for pre-fabrication off-site while site construction occurs can shorten the construction schedule and allow for the building to be enclosed before winter. The building module needs to be strategically sized for transportability and also to correspond to typical office widths so that the interior layout is not compromised.

Site/Shell/Interior Packages

One option to explore which may advance the schedule is to design the site grading in an initial phase and the shell in an interim phase which allows for the building to be enclosed early. As long as the exterior shell is designed to allow for flexibility, the interior layout can be completed afterwards with the shell treated as an "existing condition".



APPROACH TO MEETING SCHEDULE GOALS

Approach to Meeting Schedule Goals

Path and strategies for completion by October 1, 2019

Our team will develop the project schedule through a collaborative integrated approach. We will develop our schedule in accordance with the requirements set forth under section 3.11 of the general conditions as well as integrating industry best practices.

As an Integrated Project Team and using the LEAN philosophy as appropriate, Roebbelen will draw upon all project team members, especially our design- build trade partners, for input to develop a project schedule that provides a clear, comprehensive, and transparent plan for project delivery. The schedule will be developed with the goal of optimizing resource utilization, streamlining work flow and eliminating waste as far as possible.

The Roebbelen “Integrated Project Schedule” will include all project activities such as detailed pre-design and design activities, the County internal review and approval processes that will have an impact on the design and construction schedule, all permitting and procurement durations of long lead equipment; and of course, bidding, construction, commissioning, move-in and close-out activities.

Schedule updates will be used to measure and report performance, forecast completion dates, and to coordinate the work of subcontractors and Owner furnished furniture and equipment. Pull planning sessions will be conducted on a regular basis to accomplish as much time savings as possible and ensure ongoing commitment from team members. We believe that a thoroughly developed schedule that is monitored and updated regularly is crucial for the project’s success.

In order to meet the County’s schedule goals for the New Mono County Civic Center, a phased design approach will be key to schedule success. Our team will likely recommend a three to four phase permit process starting with a site work & underground utility package followed by a shell & core package (with the possibility of separating the foundation & slab package) and finally an interior’s package.

With the project site being in snow Country it is imperative that we complete the site work, underground utilities, building foundations and slab during the summer of 2018 as well as completing the core & shell design package. This will allow for the prefabrication of the structural components and stream line the vertical construction.

Finally, the interior’s package that will have begun soon after the notice to proceed will be finalized and submitted. Separating the core & shell and the interior packages will allow a significant portion of critical path work to start earlier. Further, the float time released to the interior’s package will allow us to work more closely with the user groups and assure that the final design will satisfy the multiple county departments, who up until now, have not been sharing the same spaces.

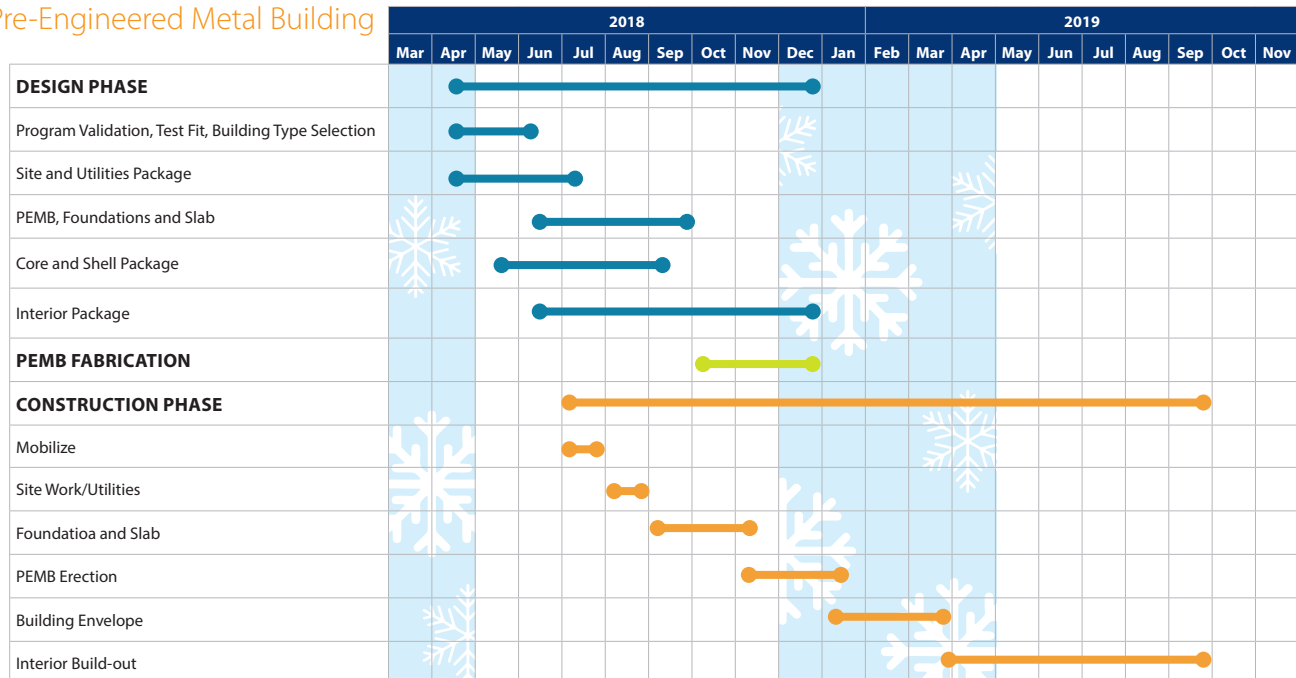
The building construction type can also have a significant impact on the project schedule. Working with the County to validate the best approach, we will explore different building construction types that meet the durability and aesthetics requirements while comparing them with their impacts to the schedule milestones. The matrix on the following page compares multiple building construction types which may assist the team in arriving at the best option. We used the matrix to develop the following two scenarios.

CONSTRUCTION TYPE	SCHEDULE	PREFABRICATION	COST	REDUCED LABOR ON SITE	DURABLE FINISHES	FLEXIBILITY OF FINISHES	REMARKS
Precast concrete walls and steel framing with integrated design of structural and fabricator	+	+	-	✓	+	+	OK schedule, integrated design between structural engineer and fabricator, fabricated in steel shop, efficient design but stick framed, too much of welding on site, standing seam roof, exterior finishes can be any form liner option
Pre-Engineered Metal Building	+	+	+	✓	✓	✓	Prefabricated in factory setting, expedited schedule, cost effective design, bolted connections, easy to erect open web steel joist for 2nd floor framing, standing seam roof, exterior finishes can be many materials.
Traditional steel framed with steel studs	-	-	-	-	+	+	Traditional steel framed without integrated design, steel stud exterior with sheathing and water proofing, finishes can be any applied finish from plaster to stone to wood.
Precast concrete walls and steel framing	+	+	-	✓	+	+	Precast walls without form liner with traditional steel framing for roof open web steel joist for 2nd floor framing, finishes can be applied to precast.
Precast concrete walls with wood framing	-	-	-	-	+	+	Precast walls without form liner with wood framing. Labor intensive. Not preferred
CMU walls with Steel framing	-	-	-	-	+	+	Labor intensive, Weather sensitive not preferred
Heavy timber lobby area only	+	✓	-	-	+	+	Labor intensive, weather sensitive and expensive option
Heavy Timber	-	-	-	-	+	+	Expensive, labor intensive minimal prefab opportunities
Traditional wood framing	-	✓	+	-	+	+	Labor intensive, some prefabrication can occur

One scenario would be a pre-engineered metal building. Pre-engineered metal buildings offer a variety of framing, roof options and multiple choices for the exterior façade or architectural enhancements. This option would allow us to begin producing the drawings for the building superstructure much earlier in the design process. The

construction drawings are also the fabrication drawings which means the steel fabrication can begin before the design of the core & shell is complete and allow for enough time to fabricate, erect and winterize the building before January 2018.

Pre-Engineered Metal Building



Another scenario would be using precast exterior panels with steel frame construction. Steel structures and precast panels have many advantages including their durability, prefabrication opportunities, and erection time. The precast exterior panels and structural steel will be designed using an integrated approach. Our structural engineer and trade partners will work hand in hand to complete the design of the structure. Shop/fabrication drawings will pace design development with the goal of having shop/fabrication drawings complete soon after the design is approved. This integrated fast-track approach will allow for prefabrication of the steel and precast exterior panels but would take the erection of these structural system into the winter months. There is also a scenario where the building uses a steel structure and the exterior is framed with metal studs. Though this adds to the amount of labor required on site there could be a potential cost savings in construction material. See graphic below and Appendix A for CPM schedules validating these scenarios.

The county's goal of an October 1, 2019 completion date is a very aggressive schedule for this project and its location. In order to meet this goal a collaborative team

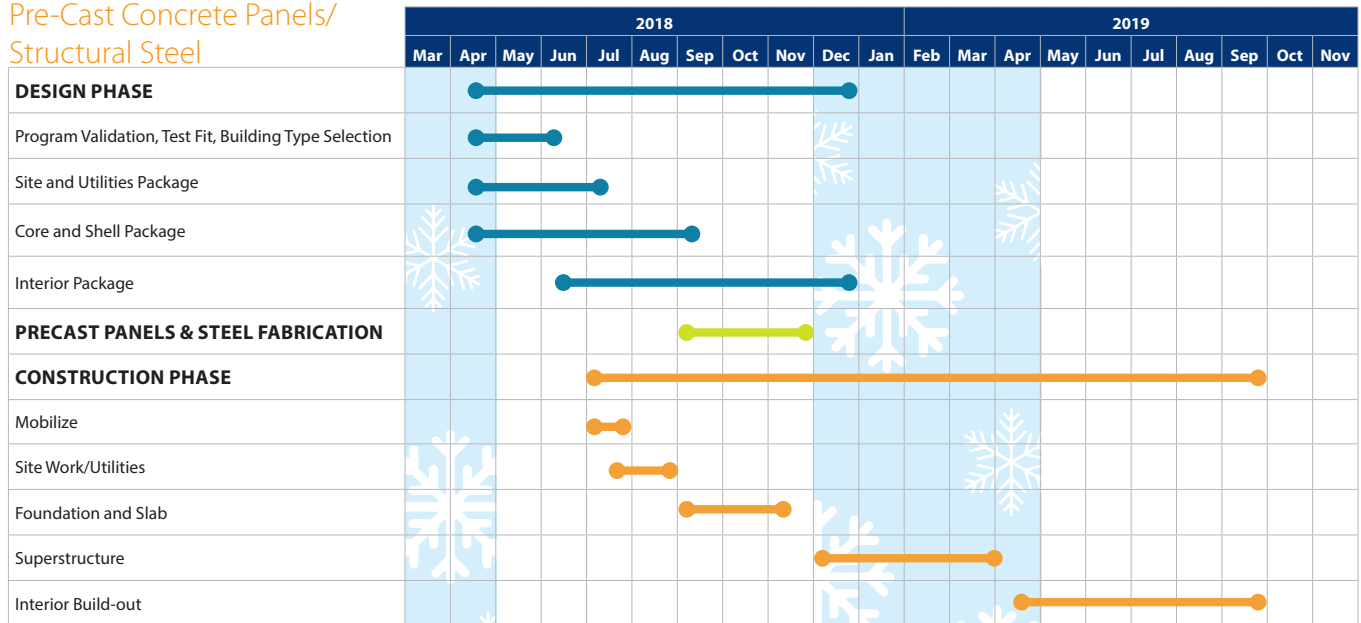
effort between the county and their stakeholders, the design build team and the authority having jurisdiction (AHJ) is paramount. The AHJ must also agree to a phased design approach.

All scenarios would require the County's commitment to working collaboratively with the design build team and making key decisions during design workshops.

The site & underground utility package, foundation & slab as well as the core & shell design packages would all be crucial for meeting schedule goals. The decisions on where to set the building on the site, the building construction type, its overall dimensions, and the building core (restrooms, elevator, mechanical, electrical, and telecom rooms) must be made within the first two months of the design process. Program validation and Test fits of each department, performed early in the design process, can provide comfort that the building's interior space planning effort can lag behind these crucial early packages.

We are confident that through our collaborative approach and integrated approach with the County, we can meet this challenging schedule and become your preferred delivery partner.

Pre-Cast Concrete Panels/ Structural Steel





The MEP team's philosophy regarding sustainability practices and principles focuses on continually researching new system types and equipment with the goal of minimizing the cost to operate and maintain a facility over its lifetime. To achieve this goal, we focus on solutions that are cost effective, technically effective and that maximize the use of on-site resources.

The total cost of ownership of the building is an important consideration, especially as related to energy using systems. Additional initial capital outlay for more efficient or durable systems can result in a reduced life-cycle cost over the expected life of the building.

In order to facilitate selection of systems and components, Capital Engineering will assemble a detailed energy model of the proposed building at the initial stages of design. The energy model will be compared against energy code minimums and reported as an energy use intensity to establish project goals and metrics. Various mechanical, electrical and architectural systems and building configurations can then be tested to maximize the energy efficiency and evaluate life-cycle costs.

Multiple mechanical systems will be proposed with energy efficiency, reliability, maintainability and equipment life as primary considerations. Potential system approaches will be reviewed, with County input, to determine which merit further evaluation. Selected approaches will be input into the energy model to determine the annual operation costs. Using the local utility rates and estimating the maintenance and replacement costs, a life-cycle cost will be developed to evaluate which option is the best for the project. Annual system maintenance costs, major repair costs and expected equipment life can be difficult to accurately predict. Capital will use published data, national databases and the experience and knowledge of our team

to determine the maintenance values to be used.

The building orientation, as well as wall and roof insulation levels, can also be studied in the energy model to optimize life-cycle costs.

The energy model and life-cycle analysis will be used in the initial stages of design to determine the optimal building configuration, lighting systems and mechanical approaches. As the design progresses and further system details are determined, the energy model will be updated to track progress and confirm the project efficiency goals are met. The final, fully-developed, energy model will be used to report the expected total building cost of ownership over its expected life, and the energy use intensity achieved.

Early energy modeling with incomplete data can be difficult, but Capital has extensive expertise using software such as EQuest and Sefaira, along with a deep knowledge of system types and configurations, which allows accurate initial energy analysis. Coupled with the team's cost estimation capability of various approaches, the early life-cycle cost decisions can be made based on solid analysis.

As the design progresses, the more detailed energy simulations will be performed using Trane Trace or Energy-Pro software to demonstrate energy code compliance and finalize the life-cycle cost of ownership.

All electrical systems designed by The Engineering Enterprise meet the code minimum requirements of the California Title 24 and CAL Green standards and other applicable codes. Going beyond the bare minimum, the electrical design will focus on energy efficient systems in the most cost effective way and within the context of the project's sustainability values. The goal is to determine if one sustainable technology is more suitable over another

and if it fits within the budget of the project. Life cycle costs and energy offset studies are performed to give the owner and design team a realistic idea of what is possible.

The location, size and orientation of windows and skylights can be studied in the energy model to maximize daylighting effects and reduce annual lighting energy costs. The effect of window material selections, overhangs, shades and fins will also be studied in order to reduce heat gain and associated energy costs while maximizing daylight to reduce lighting loads. The design of the lighting system for a facility has a dramatic impact on the energy model and can result in large energy savings if properly designed. We have prepared lighting designs for an office building environment with a lighting power density in the 0.25 watts/square foot range by properly designing the lighting system and corresponding control systems by tailoring the system to meet each employee's needs in their own space without sacrificing comfort or productivity.

Fixture and lamp selection has also become a critical factor in lighting design as the lamp technologies are constantly changing. The use of LED lamp sources has impacted lighting design for both interior lighting and exterior lighting. LEDs offer advantages in lumens per watt (lower wattages), controllability (instant on which allows better integration with motion sensors, especially for exterior applications), and the lifespan of the LED lamp source. The lighting control system plays an important role in determining a building's performance over time. A successful daylight harvesting system should be seamless and functional, to ensure it is well received by the occupants. Our field experience with commissioning various daylight harvesting systems has translated into improved design specifications for new projects. For example, a daylighting control system should go beyond simple footcandle targets at the desk level. The control system should balance horizontal and vertical illumination levels by utilizing careful selection of minimum fixture dim levels and sliding setpoints.

A recent project of ours for a confidential client, serves as a good model for what is possible with lighting controls and daylight harvesting within a private office setting. The private offices include operable windows, translucent shades, ceiling fans, and dimmable pendant fixtures. A lighting control system was selected to integrate with the BMS system, allowing the room's electric lighting, ceiling fan, and temperature to be controlled from a single-

gang control station located by the door. The thermostat was replaced with a temperature sensor flush with the wall, and the occupancy sensor was combined with the photo sensor, resulting in fewer materials and improved aesthetics. To increase energy savings, the operable windows contain magnetic contacts to turn off the HVAC serving the room when the window is opened, and the lighting system occupancy sensor turns off the ceiling fan and adjusts the HVAC temperature setpoint up a couple degrees automatically when the room is unoccupied. The integrated systems, including the daylight harvesting component were well-received by the occupants, in part due to the careful selection of setpoints that make the automatic energy savings invisible to the occupant.

TEE believes that the team should not be afraid to experiment with various software settings, in lieu of setting everything in stone ahead of time. While the hardware and control zones should not change during construction, we believe the controls designer should play an active role in the start-up phase of lighting control systems because each building offers a unique opportunity to fine-tune and optimize setpoints with the Owner. This early effort allows the control sequence to be established prior to the commissioning agent issuing functional test scripts. As a result, the system settings are embraced by designers and the Owner and maximized by those who are most familiar with the design at the project site. The designer's dedication to optimizing a system's final settings significantly impacts the overall energy performance.

In addition, TEE has integrated renewable energy sources, such as photovoltaic systems, wind generation, microturbines and natural gas reciprocating diesel engines into many of our designs with careful thought and evaluation of feasibility, return on investment and the building site. We are able to work with the architect early in the project to integrate these sources.



NON-COLLUSION DECLARATION

ATTACHMENT 4

NON-COLLUSION DECLARATION

The undersigned declares:

I am the Executive Vice President [Title] of Roebbelen Contracting, Inc. [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

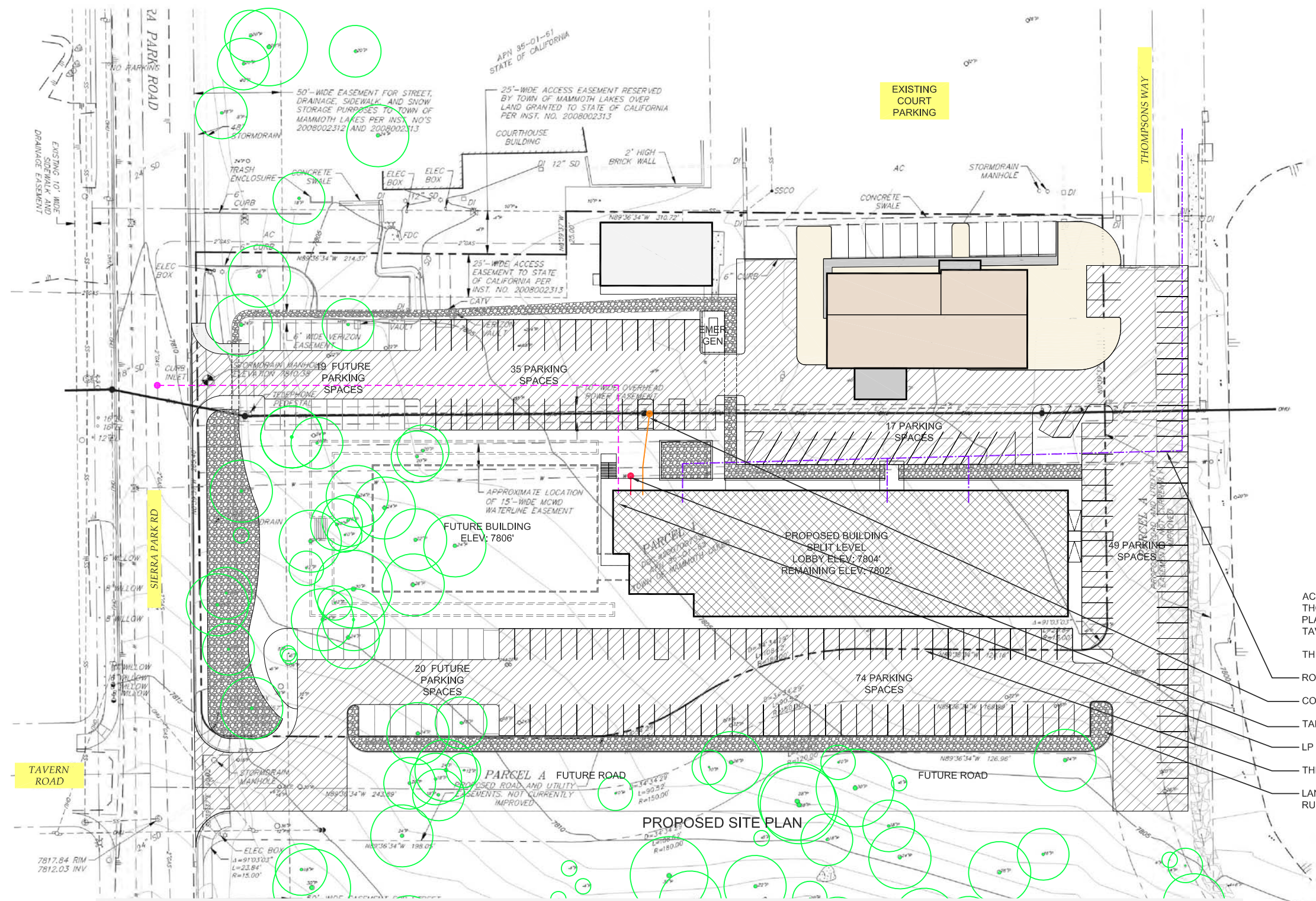
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on March 29, 2018 [Date], at El Dorado Hills [City], California [State].

Signed: 

Typed Name: Robert J. Kjome



SITE INVESTIGATION REPORTS

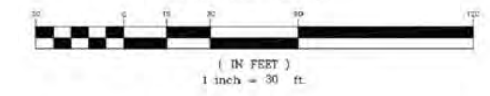


LEGEND

- PROPERTY LINE
- CENTERLINE
- EDGE OF PAVEMENT
- BOULDER, DRAWN TO APPROX. SIZE ORIENTATION VARIES
- TREE TYPE & SIZE
P=PINE, F=FIR, S=SNAG
- EXISTING GROUND CONTOUR & ELEV.
- FIRE HYDRANT
- WATER VALVE BOX
- SEWER MANHOLE
- EXISTING WATERLINE
- EXISTING SEWERLINE
- OVERHEAD UTILITIES
- TBM TEMPORARY BENCHMARK PER TOWN DATUM: STORMDRAIN MANHOLE IN SIDEWALK ELEVATION=7810.38

CONTOUR INTERVAL: 1'

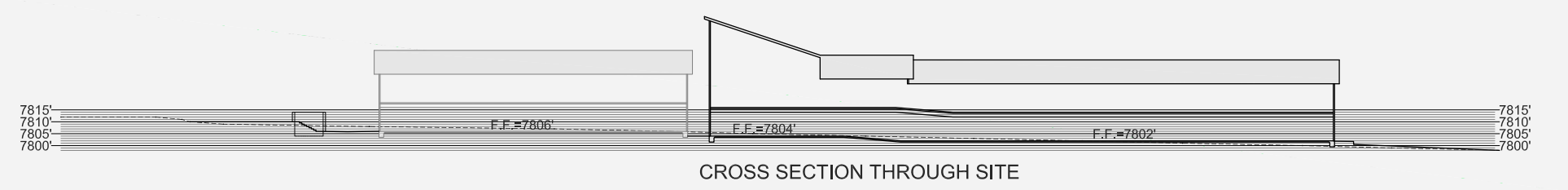
GRAPHIC SCALE



- POTENTIAL SEWER LINE ROUTING
- POTENTIAL LP GAS LINE ROUTING
- POTENTIAL ELECTRICAL TIE IN AT POLE
- POTENTIAL WATER TAP

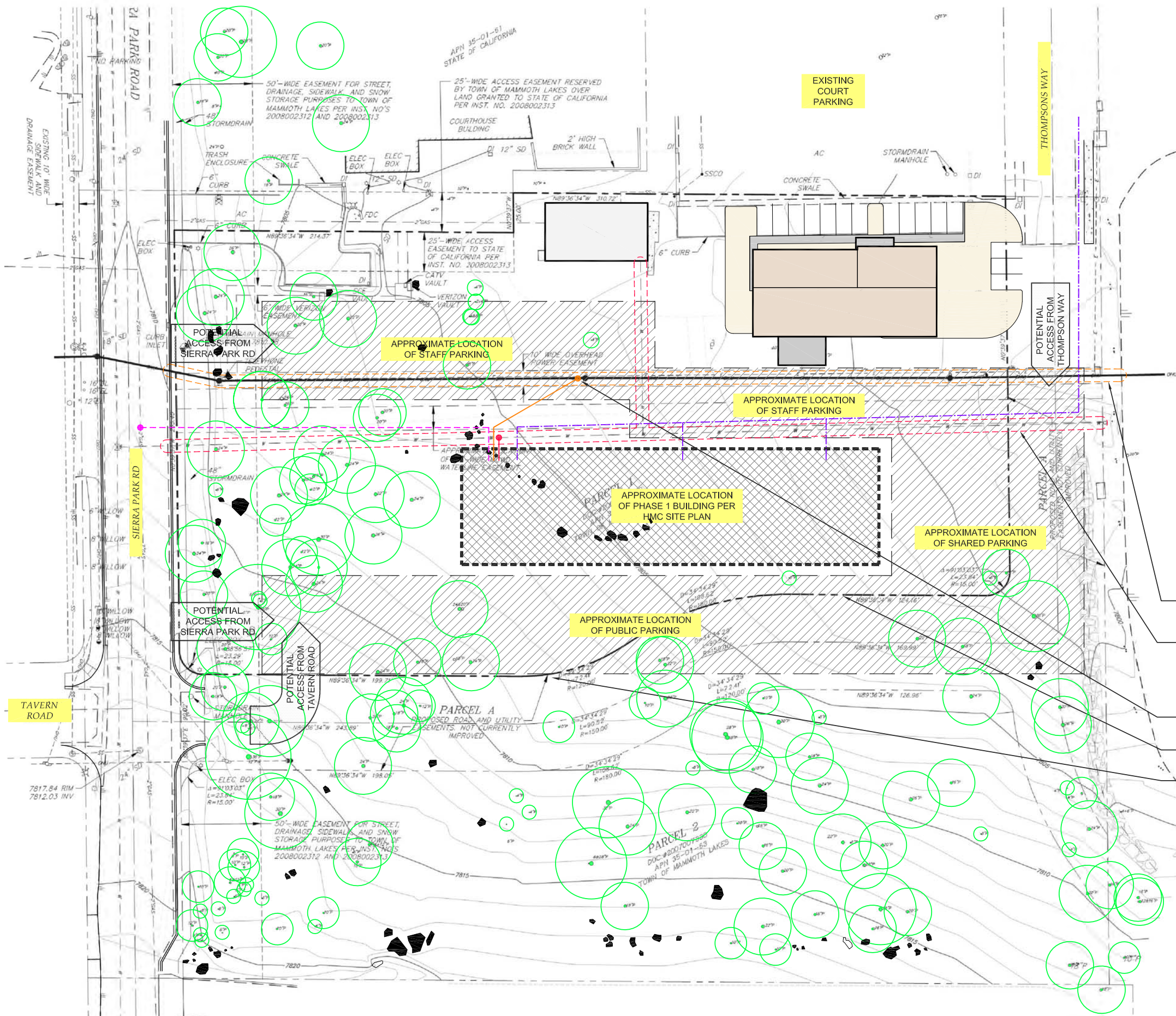
ACCESS TO THE SITE HAS NOT BEEN FINALIZED. THE SITE COULD BE ACCESSED FROM THOMSONS WAY, THE TAVERN ROAD EXTENSION, OR FROM SIERRA PARK ROAD. THIS PLAN ASSUMES A TIE IN FROM SIERRA PARK ROAD VIA A PORTION OF THE FUTURE TAVERN ROAD.

- THIS OPTION SHOWS THE BUILDING MOVED 60 FEET EAST OF HMC CONCEPT
- ROUTING OF SEWER LINE
- CONTINGENT ON RULE 20, ELECTRICAL SERVICE CONNECTION AT EXISTING POLE.
- TAP INTO EXISTING UNDERGROUND WATER LINE, CONTINGENT ON IT REMAINING.
- LP GAS LINE FROM SIERRA PARK ROAD.
- THE SOUTHERN PROPERTY LINE IS SHOWN STRAIGHTENED OUT.
- LANDSCAPE/ROCK FILLED SWALE ALONG EDGES OF SITE FOR SHEET DRAINING STORM RUNOFF.



CROSS SECTION THROUGH SITE

ATTACHMENT "A"
TOPO & UTILITY SURVEY PLAN
"FOR REFERENCE ONLY"



LEGEND

- PROPERTY LINE
 - CENTERLINE
 - EDGE OF PAVEMENT
 - BOULDER DRAWN TO APPROX. SIZE ORIENTATION VARIES
 - TREE TYPE & SIZE
P=PINE, F=FIR, S=SNAG
 - EXISTING GROUND CONTOUR & ELEV.
 - ⊕ FIRE HYDRANT
 - ⊕ WATER VALVE BOX
 - ⊕ SEWER MANHOLE
 - EXISTING WATERLINE
 - EXISTING SEWERLINE
 - OVERHEAD UTILITIES
 - ⊕ TBM TEMPORARY BENCHMARK PER TOWN DATUM STORMDRAIN MANHOLE IN SIDEWALK ELEVATION=7810.38
- CONTOUR INTERVAL: 1'
- GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft
- POTENTIAL SEWER LINE ROUTING
 - POTENTIAL LP GAS LINE ROUTING
 - POTENTIAL ELECTRICAL TIE IN AT POLE
 - POTENTIAL WATER TAP

ACCESS TO THE SITE HAS NOT BEEN FINALIZED. THE SITE COULD BE ACCESSED FROM THOMSONS WAY, THE TAVERN ROAD EXTENSION, OR FROM SIERRA PARK ROAD.

EXISTING OVERHEAD POWER LINE (CIRCLED IN ORANGE). DETERMINE IF RULE 20 APPLIES AND WILL REQUIRE OVERHEAD POWER TO BE BURIED EVEN IF WE CAN MAINTAIN POLE LOCATIONS. ASSESS SCHEDULE AND COST IMPACTS.

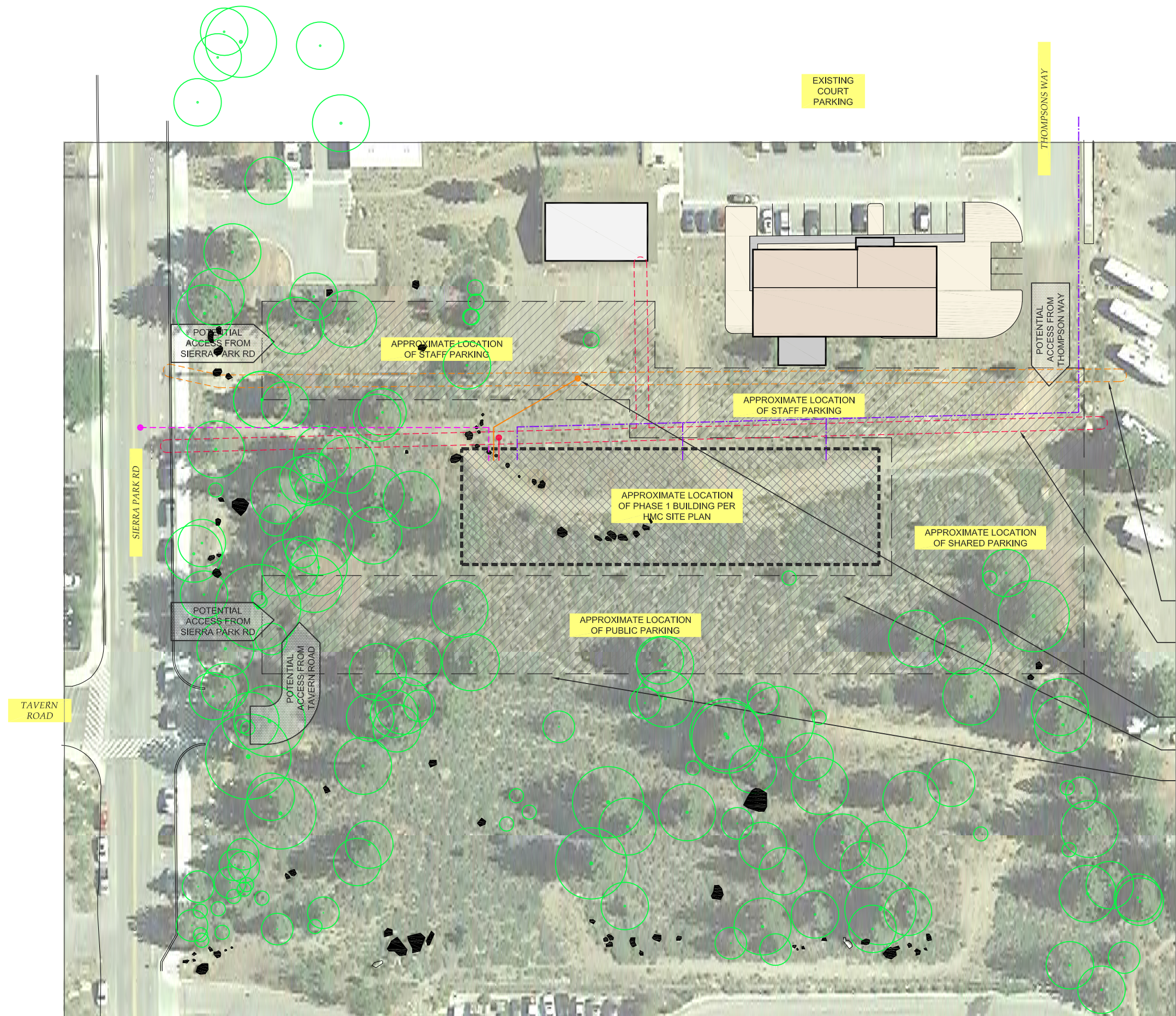
EXISTING UNDERGROUND WATER LINE (CIRCLED IN RED). THE WATER NEEDS TO BE RELOCATED IF IMPACTED BY THE BUILDING, OR THE BUILDING PLACEMENT CAN BE ADJUSTED TO AVOID CONFLICTS WITH THE WATER LINE. PUBLIC PARKING IS RECOMMENDED ON THE SOUTH SIDE OF THE BUILDING WHICH ESTABLISHES HOW FAR THE BUILDING CAN MOVE SOUTH. VERIFY ACTUAL LOCATION OF WATER LINE BY POT-HOLING.

EXPLORE RULE 15 TO DETERMINE IF ELECTRICAL SERVICE CONNECTION CAN BE MADE AT POLE OR UNDERGROUND POWER ON SITE.

THE SOUTHERN PROPERTY LINE MAY BE ADJUSTED IF THE TOWN AND COUNTY AGREE THAT THE FUTURE TAVERN ROAD EXTENSION CAN BE STRAIGHTENED OUT.

EASEMENTS FOR THE FUTURE TAVERN ROAD MUST BE MAINTAINED (ASSUMING IT WILL BE STRAIGHTENED OUT. THIS EASEMENT ESTABLISHES WHERE THE SOUTHERN EDGE OF THE PARCEL CAN BE LOCATED AND ULTIMATELY WHERE PUBLIC PARKING AND THE BUILDING WILL BE PLACED.

ATTACHMENT "A"
TOPO & UTILITY SURVEY PLAN
"FOR REFERENCE ONLY"



Tree
 POTENTIAL WATER TAP
 POTENTIAL SEWER LINE ROUTING
 POTENTIAL LP GAS LINE ROUTING
 POTENTIAL ELECTRICAL TIE IN AT POLE

- ACCESS TO THE SITE HAS NOT BEEN FINALIZED. THE SITE COULD BE ACCESSED FROM THOMPSONS WAY, THE TAVERN ROAD EXTENSION, OR FROM SIERRA PARK ROAD.
- EXISTING OVERHEAD POWER LINE (CIRCLED IN ORANGE). DETERMINE IF RULE 20 APPLIES AND WILL REQUIRE OVERHEAD POWER TO BE BURIED EVEN IF WE CAN MAINTAIN POLE LOCATIONS. ASSESS SCHEDULE AND COST IMPACTS.
- EXISTING UNDERGROUND WATER LINE (CIRCLED IN RED). THE WATER NEEDS TO BE RELOCATED IF IMPACTED BY THE BUILDING, OR THE BUILDING PLACEMENT CAN BE ADJUSTED TO AVOID CONFLICTS WITH THE WATER LINE. PUBLIC PARKING IS RECOMMENDED ON THE SOUTH SIDE OF THE BUILDING WHICH ESTABLISHES HOW FAR THE BUILDING CAN MOVE SOUTH. VERIFY ACTUAL LOCATION OF WATER LINE BY POT-HOLING.
- EXPLORE RULE 15 TO DETERMINE IF ELECTRICAL SERVICE CONNECTION CAN BE MADE AT POLE OR UNDERGROUND POWER ON SITE.
- THE SOUTHERN PROPERTY LINE MAY BE ADJUSTED IF THE TOWN AND COUNTY AGREE THAT THE FUTURE TAVERN ROAD EXTENSION CAN BE STRAIGHTENED OUT.
- EASEMENTS FOR THE FUTURE TAVERN ROAD MUST BE MAINTAINED (ASSUMING IT WILL BE STRAIGHTENED OUT. THIS EASEMENT ESTABLISHES WHERE THE SOUTHERN EDGE OF THE PARCEL CAN BE LOCATED AND ULTIMATELY WHERE PUBLIC PARKING AND THE BUILDING WILL BE PLACED.



PHOTO 1



PHOTO 2



PHOTO 3



PHOTO 4



PHOTO 5



PHOTO 6



Precast Panels & Structural Steel

Activity Name	Original Duration	Start	Finish	2018												2019												2020	
				May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb				
Mono County - Precast Panels & Structural Steel	389	18-Apr-18	30-Oct-19																										
Key Milestones	389	18-Apr-18	30-Oct-19																										
NTP	0	18-Apr-18		NTP																									
Substantial Completion	0		30-Sep-19																										
Project Closeout	22	01-Oct-19	30-Oct-19																										
Final Completion	0		30-Oct-19																										
Project Target Milestones	367	18-Apr-18	30-Sep-19																										
Building Closed-in	0		18-Apr-18	Building Closed-in																									
Steel & Precast Panels Fabrication Start	0	19-Sep-18		◆ Steel & Precast Panels Fabrication Start																									
Complete Foundations & Slab on Grade	0		13-Nov-18	◆ Complete Foundations & Slab on Grade																									
Building Occupancy	0		30-Sep-19	◆ Building Occupancy																									
External Agency Coordination	45	18-Apr-18	20-Jun-18																										
Coordination W/ Mammoth Lakes Water District for U/G Water Relocation & Service	45	18-Apr-18	20-Jun-18	Coordination W/ Mammoth Lakes Water District for U/G Water Relocation & Service																									
Coordination W/ SoCal Edison for Overhead Power Relocation & Construction service	45	18-Apr-18	20-Jun-18	Coordination W/ SoCal Edison for Overhead Power Relocation & Construction service																									
Coordination W/ SoCal Edison for New Construction Service	45	18-Apr-18	20-Jun-18	Coordination W/ SoCal Edison for New Construction Service																									
Coordination W/ Amerigas for Propane Utilities	45	18-Apr-18	20-Jun-18	Coordination W/ Amerigas for Propane Utilities																									
Coordination W/ Mammoth Lakes Sewer District for Sewer Service	45	18-Apr-18	20-Jun-18	Coordination W/ Mammoth Lakes Sewer District for Sewer Service																									
SWPPP Plan / Implementation	45	18-Apr-18	20-Jun-18	SWPPP Plan / Implementation																									
Design Phase	173	18-Apr-18	21-Dec-18																										
Kick off meeting / Establish critical success factors	1	18-Apr-18	18-Apr-18	Kick off meeting / Establish critical success factors																									
Package I - Site, Utilities, Foundation & Slab	63	18-Apr-18	18-Jul-18																										
Site, Utilities, Foundation & Slab - 90% CD Development	23	18-Apr-18	18-May-18	Site, Utilities, Foundation & Slab - 90% CD Development																									
Site, Utilities, Foundation & Slab - 90% CD Agency Review	30	21-May-18	02-Jul-18	Site, Utilities, Foundation & Slab - 90% CD Agency Review																									
Site, Utilities, Foundation & Slab - Finalize CDs	10	03-Jul-18	17-Jul-18	Site, Utilities, Foundation & Slab - Finalize CDs																									
Site, Utilities, Foundation & Slab - Package NTP	0		18-Jul-18	◆ Site, Utilities, Foundation & Slab - Package NTP																									
Package II - Shell & Core	107	18-Apr-18	18-Sep-18																										
Test Fit / Placement / Building Type Selection	20	18-Apr-18	15-May-18	Test Fit / Placement / Building Type Selection																									
Core & Shell 50% CDs Development	30	16-May-18	27-Jun-18	Core & Shell 50% CDs Development																									
Core & Shell 50% CDs County Review	10	28-Jun-18	12-Jul-18	Core & Shell 50% CDs County Review																									
Core & Shell 90% CDs Development	27	13-Jul-18	20-Aug-18	Core & Shell 90% CDs Development																									
Core & Shell 90% CDs Agency Review	20	21-Aug-18	18-Sep-18	Core & Shell 90% CDs Agency Review																									
Core & Shell Package NTP	0		18-Sep-18	◆ Core & Shell Package NTP																									
Package III - Interiors & Site Finish	173	18-Apr-18	21-Dec-18																										
Program Validation	40	18-Apr-18	13-Jun-18	Program Validation																									
Interiors & Site Finish 50% CDs Development	34	14-Jun-18	01-Aug-18	Interiors & Site Finish 50% CDs Development																									
Interiors & Site Finish 50% CDs County Review	15	02-Aug-18	22-Aug-18	Interiors & Site Finish 50% CDs County Review																									
Interiors & Site Finish 90% CDs Development	44	23-Aug-18	24-Oct-18	Interiors & Site Finish 90% CDs Development																									
Interiors & Site Finish 90% CDs Agency Review	40	25-Oct-18	21-Dec-18	Interiors & Site Finish 90% CDs Agency Review																									
Interiors & Site Finish Package NTP	0		21-Dec-18	◆ Interiors & Site Finish Package NTP																									
Structure Fabrication	90	24-Jul-18	29-Nov-18																										
Precast Panels Shopdrawings	30	24-Jul-18	04-Sep-18	Precast Panels Shopdrawings																									
Structural Steel Shopdrawings	30	07-Aug-18	18-Sep-18	Structural Steel Shopdrawings																									
Precast Panels Fabrication / Delivery	60	05-Sep-18	29-Nov-18	Precast Panels Fabrication / Delivery																									
Structural Steel Fabrication / Delivery	40	19-Sep-18	13-Nov-18	Structural Steel Fabrication / Delivery																									
Construction Phase	322	21-Jun-18	30-Sep-19																										
Underground Utility Relocation (If Needed)	10	21-Jun-18	05-Jul-18	Underground Utility Relocation (If Needed)																									
Overhead Power Relocation (If Needed)	15	21-Jun-18	12-Jul-18	Overhead Power Relocation (If Needed)																									
Site mobilization	15	02-Jul-18*	23-Jul-18	Site mobilization																									

█ Remaining Work ◆ Milestone
█ Critical Remaining Work

**Mono County New Civic Center
RFP Schedule**





nacht&lewis

It's time to do something for

YOU.



YOUR VISION • OUR GOAL • UNMATCHED SATISFACTION



County of Mono
Design Build Proposal: County of Mono Civic Center - Mammoth Lakes
 ATTACHMENT 3A EXHIBIT A1 Proposal Form

Design Build Team: **Roebelen Contracting**

1 PRECONSTRUCTION PHASE (Attach personnel list for all professional services costs)

a Preconstruction Services

Task	Cost
Preconstruction Services	\$ 180,862
Reproduction Costs	\$ 3,500
Delivery (courier, messenger, transport fees)	\$ 1,000
BIM Fee- Preconstruction	\$ 35,250
Cost Estimating (pre-construction)	\$ 58,343
All other costs for performing work	\$ -
	\$ 278,955

Total (1a)

b Design Fees (Complete & attach Design Fee worksheet per EX A2 tab below)

Discipline	Total Cost Per Discipline
Architectural	\$ 1,228,964
Interior Design	With Arch
Civil	\$ 157,343
Landscape	\$ 11,500
Structural	\$ 208,000
Mechanical	\$ 168,820
Plumbing	With Mech
Electrical	\$ 95,500
Telcom / Data	\$ 13,900
Fire Alarm	\$ 8,400
Fire / Life Safety	\$ -
Signage	With Arch
Vertical Transportation	With Arch
Group 1 FF&E Services	With Arch
Specialty / Other (Please List)	\$ -
Utility Designer	\$ 27,300
Integrated Steel Design	\$ 65,000
Electrical Life Cycle	\$ 3,900
-	\$ -
-	\$ -
-	\$ -
-	\$ -
-	\$ -
-	\$ -
-	\$ -
	\$ 1,988,627

Total (1b)

TOTAL- 1: PRECONSTRUCTION PHASE **\$ 2,267,582**

(1a + 1b)

No OH&P will be allowed on Precon fees

County of Mono
Design Build Proposal: County of Mono Civic Center - Mammoth Lakes
 ATTACHMENT 3A EXHIBIT A1 Proposal Form

Design build team: **Roebelen Contracting**

2 CONSTRUCTION PHASE (Attach personnel list for all GC professional services costs)

a Direct Cost of the Work

\$14,000,000 (All proposers use this value)
 Total (2a)

b General Conditions Costs	Cost
Project (jobsite) Staff	\$ 1,258,991
On-Site Equipment	\$ 6,400
Temporary Facilities	\$ 39,300
Temporary Utilities, Services & Supplies	\$ 23,600
Miscellaneous Project Costs (SWPPP, Geo Tech, Sub Bonds & Testing)	\$ 142,000
Contractor's Main Office Staff	\$ 320,674
All Other General Conditions Costs	\$ 66,480

\$ 1,857,445
 Total (2b)

Subtotal: Direct and General Conditions Costs \$ **15,857,445**
 (2a + 2b)

c Overhead & Profit \$ **15,857,445** x **4.00%** = **\$ 634,298**
 Direct and GC Costs (2a + 2b) Proposed OH&P Rate (%) Total (2c)

TOTAL- 2: CONSTRUCTION PHASE \$ **16,491,743**
 (2a+2b+2c)

3 Base Price \$ **18,759,325**
 Total (1 and 2)

4 Daily Liquidated Damage Rate payable to Design-Builder due to Compensable Delay* \$ **2,500** Per Working Day

* Prescribed daily rate per Contract.

County of Mono
Design-Build Proposal: County of Mono Civic Center - Mammoth Lakes

ATTACHMENT 3A EXHIBIT A2: Design Fee Detail

Design Build Team: Roebbelen Contracting

1 Design Fees

Discipline	Consultant / Trade Contractor	Cost: Design Phase / Preconstruction	Cost: Construction Administration / Closeout	Total Cost Per Discipline
Architectural	Nacht & Lewis	\$ 750,370	\$ 478,594	\$ 1,228,964
Interior Design	Nacht & Lewis	With Arch	With Arch	With Arch
Civil	Blair Chrurch & Flynn	\$ 80,700	\$ 76,643	\$ 157,343
Landscape	Blair Chrurch & Flynn	\$ 11,500	\$ -	\$ 11,500
Structural	Buehler & Buehler	\$ 160,000	\$ 48,000	\$ 208,000
Mechanical	Capital Engineering / Div 15 Tech	\$ 115,500	\$ 53,320	\$ 168,820
Plumbing	Capital Engineering / Div 15 Tech	With Mech	With Mech	With Mech
Electrical	The Engineering EnterpriseEE/Berg Electric	\$ 76,400	\$ 19,100	\$ 95,500
Telcom / Data	The Engineering EnterpriseEE/Berg Electric	\$ 11,200	\$ 2,700	\$ 13,900
Fire Alarm	The Engineering EnterpriseEE/Berg Electric	\$ 6,600	\$ 1,800	\$ 8,400
Fire / Life Safety		\$ -	\$ -	\$ -
Signage	Nacht & Lewis	With Arch	With Arch	With Arch
Vertical Transportation	Nacht & Lewis/TBD	With Arch	With Arch	With Arch
FF&E Services	Nacht & Lewis	With Arch	With Arch	With Arch
Specialty / Other (Please List)		\$ -	\$ -	\$ -
Utility Designer	Palmer & Associates	\$ 23,200	\$ 4,100	\$ 27,300
Integrated Steel Design	Buehler & Buehler	\$ -	\$ 65,000	\$ 65,000
Electrical Life Cycle	The Engineering EnterpriseEE/Berg Electric	\$ 3,900	\$ -	\$ 3,900
-		\$ -	\$ -	\$ -
-		\$ -	\$ -	\$ -
-		\$ -	\$ -	\$ -
-		\$ -	\$ -	\$ -
-		\$ -	\$ -	\$ -
-		\$ -	\$ -	\$ -
-		\$ -	\$ -	\$ -
-		\$ -	\$ -	\$ -
-		\$ -	\$ -	\$ -
		\$ 1,239,370	\$ 749,257	\$ 1,988,627

Total (1b)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 7, 2018

Departments: Finance, CAO, County Counsel

TIME REQUIRED 10 minutes (5 minute presentation; 5 minutes discussion) **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher

SUBJECT Resolution Declaring County's Intent to Reimburse Itself for Capital Costs

AGENDA DESCRIPTION:

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

Proposed resolution of the Board of Supervisors of Mono County Declaring Its Official Intent to Reimburse Itself for Certain Capital Costs from the Proceeds of Long-Term Debt.

RECOMMENDED ACTION:

Adopt proposed resolution #R18-__, Declaring Its Official Intent to Reimburse Itself for Certain Capital Costs from the Proceeds of Long-Term Debt. Provide any desired direction to staff.

FISCAL IMPACT:

Allows for reimbursement to the County of any capital project costs associated with building the new South County facility prior to the issuance of the related tax-exempt debt financing. All costs incurred up to sixty days before adoption of this resolution are eligible for reimbursement.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time

Who

Approval

7/31/2018 1:42 PM	County Administrative Office	Yes
8/2/2018 9:49 AM	County Counsel	Yes
8/2/2018 11:15 AM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon and Janet Dutcher

Date: August 7, 2018

Re: Resolution declaring County's intent to reimburse itself for certain capital costs from the proceeds of long-term debt

Recommended Action

Adopt proposed resolution declaring County's intent to reimburse itself for certain capital costs from the proceeds of long-term debt.

Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

The resolution allows for reimbursement to the County of any capital project costs associated with building the new South County facility prior to the issuance of the related tax-exempt debt financing. All costs incurred up to sixty days before adoption of the resolution are eligible for reimbursement.

Discussion

Because it takes some time (usually 3-4 months) to prepare documents and other materials required for the issuance of tax-exempt obligations (i.e., long-term debt), IRS Treasury rules allow the issuer, with passage of a resolution such as is proposed, to reimburse itself later for expenses incurred prior to debt issuance. Specifically, capital project expenditures made up to sixty days prior to the adoption of the resolution may be reimbursed. Passage of the attached resolution does not obligate the County to any course of action (i.e., to proceed with a project or to reimburse itself), but merely preserves reimbursement options if qualified expenses are incurred.

If you have any questions on this matter prior to your meeting, please call Stacey Simon at 924-1704 or Janet Dutcher at 932-5494.



R18-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS
DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF FOR
CERTAIN CAPITAL COSTS FROM THE PROCEEDS OF LONG-TERM DEBT**

WHEREAS, the County of Mono, a political subdivision of the State of California (the “County”) desires to finance an office building for County staff in Mammoth Lakes, California (the “Project”);

WHEREAS, the County expects to finance the costs of the Project through the issuance of tax-exempt obligations (“Debt”);

WHEREAS, the County expects to expend moneys (other than moneys derived from the issuance of bonds) on expenditures relating to the costs of the Project prior to the issuance of the Debt, which expenditures would be properly chargeable to a capital account under general federal income tax principles;

WHEREAS, the County reasonably expects to reimburse certain of such capital expenditures with the proceeds of the Debt;

WHEREAS, the County expects that the maximum principal amount of proceeds of the Debt which will be issued to pay for the costs of the Project (and related issuance costs) will not exceed \$20,500,000;

WHEREAS, at the time of the reimbursement, the County will evidence the reimbursement in a writing which identifies the allocation of the proceeds of the Debt to the County for the purpose of reimbursing the County for the capital expenditures made prior to the issuance of the Debt;

WHEREAS, the County expects to make the reimbursement allocation no later than eighteen (18) months after the later of (i) the date on which the earliest original expenditure is paid or (ii) the date on which the Project are placed in service (or abandoned), but in no event later than three (3) years after the date on which the earliest original expenditure for the Project is paid;

WHEREAS, the County will not, within one (1) year of the reimbursement allocation, use the proceeds of the Debt received in the reimbursement allocation in a manner that will result in the creation of replacement proceeds of the Debt or another issue; and

1 **WHEREAS**, this Resolution is intended to be a “declaration of official intent” in
2 accordance with Section 1.150-2 of the Treasury Regulations;

3 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
4 **MONO (THE “BOARD”) RESOLVES** that:

5 **SECTION ONE:** The Board finds and determines that the forgoing recitals are true and
6 correct.

7 **SECTION TWO:** In accordance with Section 1.150-2 of the Treasury Regulations, the
8 County declares its intention to issue the Debt in a principal amount not to exceed \$20,500,000,
9 the proceeds of which will be used to pay for the costs of the Project (and related issuance costs),
10 including the reimbursement to the County for certain capital expenditures relating to the Project
made prior to the issuance of the Debt.

11 **SECTION THREE:** This declaration of intent does not bind the County to make any
12 expenditure, incur any indebtedness, or proceed with the Project.

13 **SECTION FOUR:** This Resolution shall take effect immediately upon its adoption.

14 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2018,
15 by the following vote, to wit:

16 **AYES:**

17 **NOES:**

18 **ABSENT:**

19 **ABSTAIN:**

20
21
22 _____
Bob Gardner, Chair
Mono County Board of Supervisors

23 **ATTEST:**

24 **APPROVED AS TO FORM:**

25 _____
Clerk of the Board

26 _____
County Counsel